

# REQUEST FOR QUOTES

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## *East Metro Lavatory*

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Project Number 62790

Metropolitan Council Contract Number 25P032



## 00005 Certifications Page

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 or Licensed Architect under the laws of the State of Minnesota

Signature: Robert Rimstad

Name: Robert Rimstad

Registration number: 47002

Responsible for Specification 01 10 00 Summary

**END OF DOCUMENT**

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## 00150 RFQ Announcement

The Metropolitan Council will receive and open quotes until Thursday May 22, 2025, at 2:00PM for East Metro Lavatory Project, Project Number 62790, Contract Number 25P032.

The work of this project includes making updates to the lavatory fixtures in the men's and women's locker and restrooms at East Metro Garage.

Prime Contractors are strongly encouraged to verify subcontractors' State and Federal debarment and suspension status at: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

A pre-quote meeting will be held on Thursday May 8, 2025, at 10:30AM CST, via Microsoft TEAMS. **Interested contractors are strongly encouraged to attend.**

<a href="#">Join the meeting now</a> Meeting ID: 224 276 642 438 Passcode: Gr3V4uf7	<b>Dial in by phone</b> <a href="#">+1 763-600-8619</a> Phone conference ID: 739 984 393#
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**The Metropolitan Council is only accepting electronic quote packages via Email. All quotes MUST be submitted through email to the Contract Administrator listed below.** Complete digital project documents are available to the public by request.

Direct inquiries to the Metropolitan Council's Contract Administrator, Sally Amoe, at email address: [sally.amoe@metc.state.mn.us](mailto:sally.amoe@metc.state.mn.us).

The geographical area for this notice and contract is Ramsey County.

Dated this 23rd day of April 2025

# 00200 RFQ Instructions

## Part 1 GENERAL INFORMATION

### 1.1 GENERAL

- A. This **Document 00200 RFQ Instructions** contains information and instructions on the proper form and method for submission of quotes, requirements or conditions which the COUNCIL considers unusual or of special importance, requirements as to surety and insurance, and provisions relating to the award of a Contract.
- B. The terms used in **Document 00200 RFQ Instructions** which are defined in **Document 00700 General Conditions** have the meanings assigned to them in the General Conditions.
- C. The COUNCIL's Request for Quotes (RFQ) Administrator for this procurement is:  
  
Sally Amoe  
390 Robert Street North  
St. Paul, MN 55101  
[Sally.amoe@metc.state.mn.us](mailto:Sally.amoe@metc.state.mn.us)
- D. [RESERVED.]
- E. The COUNCIL's Office of Equity and Equal Opportunity contact for this procurement is the DBE Liaison Officer designee:  
  
Small Business Supervisor  
Metropolitan Council  
390 North Robert Street,  
St. Paul, Minnesota 55101  
Telephone Number: 651-602-1406  
E-Mail Address: DBE@metc.state.mn.us
- F. **Other than contact with the RFQ Administrator, Office of Equity and Equal Opportunity DBE Liaison Officer designee, contractors, subcontractors, and suppliers may not have any unsolicited contact related to this RFQ with an employee or representative of the Council (including Council members) from RFQ issuance until award of the Contract. Contractors, subcontractors, and suppliers may be disqualified as a result of such contact.**
- G. A general description of the Work is found in **SECTION 01 10 00 SUMMARY**.
- H. Document holders list will be provided upon request to Contract Administrator.

### 1.2 EXAMINATION OF RFQ DOCUMENTS AND WORK SITE

- A. Carefully examine the RFQ Documents and the work site to become fully informed of existing conditions and limitations under which the Work is to be performed.
- B. Submittal of a Quote is conclusive evidence that the Quoter has made such examination.

- C. Failure to make such examination will not be accepted as a basis for claims for extra compensation or extension of time.

### 1.3 PRE-QUOTE MEETING

If a Pre-Quote Meeting is scheduled for this solicitation, it will be at the time and at the place indicated in **Document 00150 RFQ Announcement**.

### 1.4 INTERPRETATION OF RFQ DOCUMENTS PRIOR TO QUOTE SUBMITTAL

- A. In general, no answer will be given in reply to an oral question if the question involves an interpretation of the intent or meaning of the RFQ Documents, or the equality or use of products or methods other than those definitely designated or described on the Drawings or in the Specifications.
- B. Neither the COUNCIL nor the A/E will approve nor disapprove particular products prior to the opening of the Quotes; such products will be considered when offered by the CONTRACTOR for incorporation into the Work.
- C. To receive consideration, questions regarding the RFQ Documents must be submitted in writing no later than 10 days prior to the announced date for receipt of Quotes.
  - Questions regarding the Technical Specifications and Drawings shall be directed to the Project Manager identified in Part 1.1.D of these Instructions.
  - Questions regarding the Quoting and Contracting Requirements shall be directed to the RFQ Administrator identified in Part 1.1.C of these Instructions.
- D. An addendum will be issued as required, containing responses to those questions raised which require interpretation. The addendum will be issued to all holders of record of the documents at the address provided by them, by electronic delivery.

### 1.5 COUNCIL OBTAINED PERMITS

The permit for ownership and operation of systems, as well as other applicable permits which may have been secured by COUNCIL may be examined at the office of the Metropolitan Council. Contact the Project Manager identified in Part 1.1.D of these Instructions to view such documents.

### 1.6 PREPARING THE QUOTE FORM

- A. **Document 00410 RFQ Response Form** contains the following requirements:
  - 1. **WORKSHEET OF QUOTE FOR COMPLETE CONSTRUCTION**: Consists of all designated Quote items incorporated in the **TOTAL QUOTE (base quote, allowances, and additives if applicable)**. The **TOTAL QUOTE** includes all work shown on, and included in, the RFQ Documents.
  - 2. **QUOTE CONDITIONS**: Defines the basis for determination of the lowest Quoter and the conditions under which the COUNCIL may determine that the Quoter has abandoned the Contract.
- B. Prepare Quotes utilizing the 00410 RFQ Response Form. Include all required forms with Quote in single PDF.

- C. Do not alter the forms unless otherwise instructed by Addendum.
- D. The number under “Estimated Quantity” for each Unit Price Item is the COUNCIL’s estimate of the quantity of that work to be performed. The actual quantity may differ.
- E. Include in the Quote all sales, excise, use, and other taxes required by Federal, State, and local Laws and Regulations.
- F. Sign the RFQ Response Form.

## 1.7 CERTIFICATE OF COMPLIANCE FOR PUBLIC CONTRACTS

The provisions of this section 1.8 apply only if the amount of the Total Quote exceeds \$100,000. Under the provisions of Minnesota Statutes, section 363A.36, COUNCIL may not accept a quote or proposal for over \$100,000 from any business having more than forty (40) full-time employees in Minnesota on a single working day during the previous twelve (12) months, unless that business has submitted an affirmative action plan to the Minnesota Commissioner of Human Rights for approval. COUNCIL may not execute a contract for over \$100,000 with any business having more than forty (40) full-time employees in Minnesota on a single working day during the previous twelve (12) months, unless that business has an approved affirmative action plan, evidenced by a Workforce Certificate of Compliance from the Minnesota Department of Human Rights. A certificate is valid for 4 years. In addition, for any business which did not have more than forty (40) full-time employees in Minnesota, but which had more than forty (40) full-time employees on a single working day during the previous twelve (12) months in the state in which it has its primary place of business, COUNCIL may not execute a contract with such a business unless the business has an approved affirmative action plan, evidenced by a Workforce Certificate of Compliance from the Minnesota Department of Human Rights, or the business certifies to COUNCIL that the business is in compliance with federal affirmative action requirements.

To ensure compliance with this statute, all Quoters must complete and furnish in the electronic quote package **EITHER**:

- C. a copy of the Quoter’s currently effective Workforce Certificate of Compliance issued by the Minnesota Department of Human Rights; **OR**
- D. **Document 00450 Quoter's Affirmative Action Certification Statement** with information which indicates that the COUNCIL can accept the Quote.

Failure to submit one of these documents along with the quote will result in the quote being rejected and returned to the Quoter as non-responsive. Quoters are advised that the COUNCIL may verify representations made by a Quoter in **Document 00450 Workforce Certification Statement** which is submitted with the Quote.

If a Quoter submits an Affirmative Action Plan for approval of the Minnesota Commissioner of Human Rights in order to qualify for acceptance of its quote by the COUNCIL and becomes the selected vendor, the COUNCIL will not execute the contract for services until the Quoter has actually been issued a Workforce Certificate of Compliance from the Minnesota Department of Human Rights. The COUNCIL is under no obligation to delay the award and execution of a contract until a Quoter has completed the human rights certification process. It is the sole responsibility of a Quoter to apply for and obtain a human rights certificate prior to contract award and execution.

If a contract based upon this Request for Quotes or any modification of the contract exceeds a value of \$100,000, the provisions of Minnesota Statutes, section 363A.36, and Minnesota Rules, parts 5000.3400 to 5000.3600 will be incorporated into said contract or modification. The referenced provisions relate to contractor requirements for affirmative action plans for minority

individuals, women, and disabled individuals. Copies of the referenced provisions are available upon request from the RFQ Administrator identified in Part 1.1.C of these Instructions. These provisions may be accessed at the following links:

Minnesota Statutes, section 363A.36:

<https://www.revisor.mn.gov/statutes/cite/363A.36>

Minnesota Rules, parts 5000.3400 -3600: <https://www.revisor.mn.gov/rules/5000/>

## 1.8 DISCLOSURE AND CERTIFICATION REGARDING CONFLICT OF INTEREST

All Quoters must complete and submit **Document 00472 Disclosure and Certification Regarding Conflict of Interest** in the electronic quote package, or prior to quote due date. At time of quote, Document 00472 must be submitted for Quoter. Separate forms must be submitted for each first-tier subcontractor as a post-quote submittal. More information on this form is available online at: <https://metro council.org/About-Us/What-We-Do/DoingBusiness/Contracting-Opportunities/Conflict-of-Interest-Guidelines-and-Disclosure-of.aspx>

## 1.9 MCUB PROGRAM REQUIREMENTS (LOCAL FUNDING WITH MCUB GOALS)

**Complete details of MCUB Program policies and procedures**, and required submittals, are in **Document 00483 Metropolitan Council Underutilized Business Subcontracting Policy and Procedure**. Pursuant to that document, all Quoters must complete and furnish in the electronic quote package:

- **Metropolitan Council Underutilized Business (MCUB) Commitment Form;**
- **MCUB Letter of Intent Form** (for each MCUB listed on the Commitment Form); and
- **MCUB Good Faith Efforts (GFE) Submission** (if applicable).

## 1.10 RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

The provisions of this section 1.15 apply only if the amount of the Total Quote exceeds \$50,000. All Quoters must complete and furnish in the electronic quote package **Document 00495 Responsible Contractor Verification and Certification of Compliance and Attachment A-1, First-Tier Subcontractors List**.

## Part 2 QUOTE SUBMITTAL

### 2.1 PACKAGING OF QUOTES

A. The electronic quote package consists of the following documents:

1. **Document 00410 RFQ Response Form**
2. If the amount of the Total Quote exceeds \$100,000, either: 1) a currently effective **Workforce Certificate of Compliance**, or 2) **Document 00450 Workforce Certification Statement**
3. **Document 00483 Metropolitan Council Underutilized Business (MCUB) Forms**
  - **Document 00483 MCUB Commitment Form;**
  - **Document 00483 MCUB Letter of Intent Form** (for each MCUB listed on the Commitment form);

- **Document 00483 MCUB Good Faith Efforts Submission** (if applicable).
- 4. If the amount of the Total Quote exceeds \$50,000, **Document 00495 Responsible Contractor Verification and Certification of Compliance and Attachment A-1, First-Tier Subcontractors List.**
- 5. **Document 00472 Disclosure and Certification Regarding Conflict of Interest Submit form for Quoter.** (Forms for each first-tier subcontractor will be collected as a post-quote submittal).

## 2.2 DELIVERING QUOTES

- A. Submit the electronic quote package to the Metropolitan Council RFQ Administrator via email no later than the time and date indicated in **Document 00150 RFQ Announcement.**
- B. **QUOTES CANNOT BE SUBMITTED AFTER THE SPECIFIED TIME AND DATE.** It is wholly the responsibility of the Quoter to ensure that the quote is submitted on time
- C. Submitting a quote constitutes a binding, irrevocable offer for a period of 60 days. Any request by the Council to extend the quote will be done so, in writing, with written concurrence from quoter.

## 2.3 MODIFICATION AND WITHDRAWAL OF QUOTES

- A. Quotes may be modified or withdrawn at any time prior to the designated time for the opening of Quotes.
- B. Modifications to quotes must be made via email to the RFQ Administrator.
- C. Requests to withdraw a quote must via email to the RFQ Administrator.
- D. No Quotes may be withdrawn within 60 days after the actual date of the opening thereof.

## 2.4 QUOTE OPENING

Following the time and date for receipt of Quotes, the Quote Summary will be available upon request to the RFQ Administrator.

## 2.5 EVALUATION OF QUOTES

- A. COUNCIL will confirm full electronic transmission of required RFQ Response.
- B. Affirmative Action Requirements
  - 1. The provisions of this subsection 2.5.C apply if the amount of the Total Quote exceeds \$100,000.
  - 2. The COUNCIL will verify that the electronic quote package includes either: 1) a currently-effective Workforce Certificate of Compliance, or 2) **Document 00450 Workforce Certification Statement** with information which indicates that the COUNCIL can accept the Quote.
  - 3. Failure to include either 1) a copy of the Workforce Certificate of Compliance or 2) **Document 00450 Workforce Certification Statement**, properly completed and with information indicating that the COUNCIL can accept the quoter's quote,

will result in the quote being rejected as non-responsive.

4. The COUNCIL may verify, with the Department of Human Rights, each Quoter's representation regarding its Workforce Certificate of Compliance.
5. If the COUNCIL determines that the Workforce Certificate of Compliance is not currently valid or that information presented on **Document 00450 Workforce Certification Statement** is inaccurate will result in the quote being rejected as non-responsive.

C. **Document 00472 Disclosure and Certification Regarding Conflict of Interest**

1. COUNCIL will verify that the electronic form is properly completed and a Mitigation Plan has been submitted, if applicable. If a Mitigation Plan is submitted, COUNCIL, in its sole discretion will determine whether all conflicts of interest have been disclosed and appropriately Mitigated. If COUNCIL determines, in its sole discretion, that a conflict of interest cannot be adequately mitigated, the COUNCIL may find the Quoter not responsive or not responsible, as applicable.
2. Failure to include a **Document 00472 Disclosure and Certification Regarding Conflict of Interest** for the Quoter, and a Mitigation Plan, if applicable, will result in the quote being rejected as non-responsive. Certifications and Mitigation Plan, if applicable, for each first-tier subcontractor will be a post quote submittal requirement

D. **Document 00483 Metropolitan Council Underutilized Business (MCUB) Forms: MCUB Commitment Form; MCUB Letter of Intent Form** (for each MCUB listed on the Commitment Form); and **MCUB Good Faith Efforts Submission** (if applicable)

1. COUNCIL will verify that all electronic forms are properly completed.
2. Failure to include the Metropolitan Council Underutilized Business (MCUB) Forms or failure to properly complete the documents may result in the quote being rejected as non-responsive

E. **Document 00495 Responsible Contractor Verification and Certification of Compliance and Attachment A-1, First Tier Subcontractors List**

1. The provisions of this subsection apply if the amount of the Total Quote equals or exceeds \$50,000.
2. COUNCIL will verify that the electronic form is properly completed.
3. Failure to include **Document 00495 Responsible Contractor Verification and Certification of Compliance and Attachment A-1 First-Tier Subcontractors List**, or failure to properly complete either document, will result in the quote being rejected as non-responsive.

## 2.6 COMPARISON OF QUOTES

- A. Quotes will be compared on the basis of the **TOTAL QUOTE** and this amount will be the basis for determining the apparent low Quoter, unless the Quote contains Additives.
- B. If the Quote contains Additives, Quotes will be compared on the basis of the **BASE QUOTE**, plus Allowances plus Additives added in order. The Quote that provides the most amount of work (Base Quote plus Allowances plus Additives taken in order) within

the available budget will be the basis for determining the apparent low Quoter.

- C. Supplementary additive or deductive prices for materials or equipment not in complete conformance with the Specifications or any other prices or amounts submitted in departure from the Quote Form will not be considered in the comparison of Quotes.

## 2.7 POST-QUOTE SUBMITTALS - GENERAL

- A. The COUNCIL reserves the right to request and the 3 apparent low Quoters shall submit additional information as may be necessary to determine the responsiveness and responsibility of the Quoters.
- B. Submit all post-quote submittals to:

Metropolitan Council  
Attn: Sally Amoe

## 2.8 POST-QUOTE SUBMITTALS – WORKFORCE CERTIFICATE

Upon request, the quoter shall submit a currently effective Workforce Certificate of Compliance issued by the Minnesota Department of Human Rights or other certification as required by **Document 00450 Workforce Certification Statement**.

## 2.9 POST - QUOTE SUBMITTALS – CONFLICT OF INTEREST

- A. **Document 00472 Disclosure and Certification Regarding Conflict of Interest** and Mitigation Plan if applicable, for each first-tier subcontractor.
- B. Failure of a Quoter to provide post-quote submittals as required by **Document 00475 Disclosure and Certification Regarding Conflict of Interest** will result in the quote being rejected as non-responsive.

## 2.10 POST-QUOTE SUBMITTALS - OTHER

- A. The COUNCIL may request additional information necessary to demonstrate the Quoter, proposed subcontractors, and proposed suppliers have adequate experience, have successfully completed work similar to the types of work required, have adequate resources, and are otherwise sufficiently responsible to assure satisfactory completion of the Work.
- B. The provisions of Document 00700 Article 5 Section 5.1 apply only if the amount of the Total Quote exceeds \$175,000. Performance Bonds and Payment Bonds shall be in the form provided with the Notice Of Award. The surety for each Bond shall be one or more surety companies licensed to do business in the State of Minnesota.
- C. Submit requested information within 7 calendar days after the request.
- D. **FAILURE OF THE QUOTER TO PROVIDE REQUESTED INFORMATION MAY RESULT IN THE QUOTE BEING REJECTED AS NON-RESPONSIBLE.**

## 2.11 RESPONSIVENESS OF QUOTER

- A. The three apparent lowest Quotes will be reviewed for responsiveness to the RFQ Documents.
- B. Information provided in the quote package and the quote will be used to

evaluate the responsiveness of the Quoters.

## 2.12 RESPONSIBILITY OF QUOTER

- A. The three apparent lowest Quoters will be reviewed for their responsibility as a contractor.
- B. The COUNCIL will consider experience and past performance on prior COUNCIL projects of the Quoter and its proposed subcontractors to determine their ability to execute the Work.
- C. When the Quoter or its proposed subcontractors have not worked on prior COUNCIL projects, information furnished with required post-quote submittals will be used to evaluate the ability of the Quoter and its proposed subcontractors. Information from other sources may also be used.
- D. If available information indicates that a Quoter is not able to execute the Work, COUNCIL will notify that Quoter of apparent discrepancies. The Quoter shall have 7 calendar days to rectify incorrect information and further demonstrate its ability to execute the Work.

## Part 3 AWARD OF CONTRACT

### 3.1 INTENT TO AWARD CONTRACT

The COUNCIL intends to award a contract to the lowest, responsive, responsible Quoter, provided the Quote is reasonable and does not exceed the funds available.

### 3.2 REJECTION OF QUOTES

- A. The COUNCIL reserves the right to reject any or all quotes, and to waive any informalities or irregularities in the quotes as may be deemed in the best interest of the COUNCIL.
- B. Quotes which contain irregularities or are based on other offer materials, equipment, or work which is not fully in conformance with the RFQ documents may be rejected as non-responsive.
- C. Quotes that contain conditions, qualifications, limitations, or escalator clauses shall be rejected as non-responsive.
- D. Quotes found to vary substantially from requirements of the bidding documents shall be rejected as non-responsive.

### 3.3 NOTICE OF AWARD

If approved, in accordance with COUNCIL's policies and procedures, a Notice of Award will be issued.

### 3.4 EXECUTION OF CONTRACT

- A. COUNCIL will send the Notice of Award and the **Document 00520 Contract Agreement** to the successful Quoter at the address given on the RFQ Response Form.
- B. DO NOT alter the Contract Agreement. Unauthorized changes may be cause for rejection of the Quote or delay in the Notice To Proceed.
- C. Deliver the executed Contract Agreement, insurance certificates, insurance binders, and other required documents, to the RFQ Administrator within 14 calendar days after the

delivery of the Notice Of Award.

- D. The Notice To Proceed will identify the commencement time for the Project.
- E. If, at any time after the Contract is awarded, subsequent investigations or information reveal that the representations made by CONTRACTOR relative to either its Workforce Certificate of Compliance or **Document 00450 Workforce Certification Statement** are inaccurate, the COUNCIL may terminate the Contract, pursuant to prevailing law.

**END OF DOCUMENT**

## **00300 RFQ Information**

Bidders are responsible for their own interpretation, verification, and use of "Technical Data" referenced in this document consistent with Article 4.2.1 of Document 00700 General Conditions.

**END OF DOCUMENT**

**00410 RFQ Response Form**  
**East Metro Lavatory Project**

DATE: \_\_\_\_\_

TO: Metropolitan Council  
390 North Robert Street  
St. Paul, MN 55101-1805

QUOTE OF:

\_\_\_\_\_  
(Full Legal Name)

\_\_\_\_\_  
(Complete Business Address)

\_\_\_\_\_  
(Name of Contact Person)

\_\_\_\_\_  
(Email of Contact Person)

\_\_\_\_\_  
(Phone Number of Contact Person)

Pursuant to the Request For Quotes, the Quoter proposes to perform all Work in accordance with the RFQ Documents.

**First:** In submitting this Quote, the undersigned Bidder understands and agrees to comply with the provisions of **Document 00200 RFQ Instructions**.

**Second:** The undersigned Quoter acknowledges that it has received and examined the Drawings and Specifications and has informed itself of the Addenda thereto and of the form of the Contract in the event it is the successful Quoter and is awarded the Contract.

**Third:** **[Reserved]**

**Fourth:** The undersigned Quoter agrees, if the successful Quoter, to execute the Contract in the form set forth in the Project Manual within 14 calendar days of receiving Notice Of Award from the COUNCIL.

**Fifth:** The undersigned Quoter further agrees to begin the Work on receipt of an executed Contract and Notice To Proceed; that the counting of days for the Time of Completion (when expressed in calendar days) begins 7 days after the date of the Notice To Proceed; to prosecute said Work so as to complete the Work within the Time of Completion as contained in **Document 00520 Contract Agreement**.

**Sixth:** The undersigned Quoter further agrees to guarantee performance of all Work to be in accordance with the Contract Documents and in a good and workmanlike manner, and to renew or repair all work which may be rejected due to defective materials or workmanship

prior to final completion and acceptance of the Project by the COUNCIL, or during the correction period as required by the Contract Documents.

**Seventh:** By submission of this Quote, the undersigned Quoter certifies, and in the case of a joint Quote each party thereto certifies as to its own organization, that this Quote has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Quote with any other Quoter or with any competitor.

**Eighth:** The undersigned Quoter further agrees to submit, if requested by the COUNCIL and prior to award of the Contract, the following:

- a. Such catalogs, drawings, specifications, descriptive information, and other details as to special equipment or materials Quoter proposed to furnish for the Work, to permit evaluation of the merits thereof and a determination whether or not the materials comply with the Specifications.
- b. Properly executed affidavits of non-collusion.
- c. Statements of experience, capital, and equipment available, and certified financial statements.
- d. Other information as may be requested by the COUNCIL.

**Ninth:** The undersigned Quoter further agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, relating to discrimination due to race, creed, or color.

**Tenth:** The undersigned Quoter further agrees to be bound by the provisions of Minnesota Statutes, Sections 473.144, and the provisions of Minnesota Rules, Parts 5000.3400 to 5000.3600.

**Eleventh:** The undersigned Quoter proposes to furnish all materials necessary to carry out and satisfactorily complete the Project described in the Contract Documents in the manner and within the times specified in the Contract Documents

**Twelfth:** The undersigned Quoter certifies that it has examined all COUNCIL obtained permits and understands all of the permit conditions.

**Thirteenth:** The undersigned Quoter further agrees to construct the Project in a manner that will enable Metropolitan Council to operate its existing facilities during the period of construction on a continuous basis equal to the level that existed prior to the initiation of construction.

**WORKSHEET OF QUOTE FOR COMPLETE CONSTRUCTION**

Line Item	Item Code	Item Description	U of M	Qty	Total Cost
1	G1	New Counters, wall opening and finishes, repairs	LS	1	
2	G2	Mechanical Work	LS	1	
3	G3	Remainder of Work	LS	1	
<b>Total</b>					

**NOTE 1:** In the event of a discrepancy between the Contract Total Quote shown and the correct sum of the lines, the correct sum shall govern and be considered as the Contract Total Quote.

**Acknowledgement of receipt by number of each addendum: #\_\_\_\_, #\_\_\_\_, #\_\_\_\_, #\_\_\_\_**

***FAILURE TO COMPLETE THE FOREGOING ACKNOWLEDGEMENT OF THE RECEIPT OF ADDENDA, BY THE INSERTION OF THE IDENTIFYING NUMBERS IN THE ABOVE BLANKS, SHALL RESULT IN THE QUOTE BEING REJECTED AS NON-RESPONSIVE.***

### **QUOTE CONDITIONS**

It is expressly understood and agreed that the "**TOTAL QUOTE** " will be used in the determination of the apparent low Quoter.

The undersigned has carefully checked the RFQ Documents before preparing this Quote and accepts the said documents as correctly describing the Work to be done.

### **CERTIFICATION AND EXECUTION**

**By signing this form, the Bidder acknowledges and certifies compliance with all applicable requirements above.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**END OF DOCUMENT**

## 00450 WORKFORCE CERTIFICATION STATEMENT

Bidder Company Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Project Name: \_\_\_\_\_

**(NOTE: Under Minnesota Statutes § 363A.36, if the bid amount exceeds \$100,000, either this form or a currently effective Workforce Certificate of Compliance for the Bidder, issued by the Minnesota Department of Human Rights, must be submitted with the bid.)**

**Instructions:** If a bid is in an amount greater than \$100,000, the Council cannot accept the bid unless the Bidder can affirm either Statement #1 or Statement #2 below. The Bidder must select (by checking the appropriate box) and certify as true one of the two statements below, if it is able to do so. In making its certification, the Bidder should carefully bear in mind the post-submittal requirements noted in connection with each statement. After submittal of the bid, the Council reserves the right to require documentation from the Bidder supporting the certification or to otherwise verify the accuracy of the certification. **If neither statement can be affirmed, the Bidder should not submit a bid.**

☐ If the Total Bid does NOT exceed \$100,000, check this box and upload the document. No signature is required.

### CHECK ONLY ONE BOX!

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | The business executing this certification <u>did have more</u> than 40 full-time employees within the State of Minnesota or the state where the business has its primary place of business on a single day during the 12 months prior to the date the bid is due. IN ADDITION, the business either: <ul style="list-style-type: none"><li>a. has submitted an application for a Workforce Certificate of Compliance to the Commissioner of Human Rights for approval; or</li><li>b. has a currently effective Workforce Certificate of Compliance from the Commissioner of Human Rights.</li></ul> <p><b>Note: Before execution of any agreement arising out of this procurement, the Bidder must provide the Council with a copy of its currently effective Workforce Certificate of Compliance.</b></p>  |
| <input type="checkbox"/> | The business executing this certification <u>did not have more</u> than 40 full-time employees within the State of Minnesota or the state where the business has its primary place of business on a single day during the 12 months prior to the date the bid is due. <b>Note: Before execution of any agreement arising out of this procurement, the Bidder must provide the Council with at least one of the following on a form to be provided by the Council</b> <ul style="list-style-type: none"><li>a. certification that the business's primary place of business is not in the United States; or</li><li>b. certification that the business did <u>not</u> have more than 40 full-time employees on any working day during the 12 months prior to the date the bid is due, in the state where the business has its primary place of business.</li></ul> |

### CERTIFICATION

On behalf of the Bidder, I certify that the above response is true as of the date this form is signed. I have read and understand the requirements related to this certification statement.

Bidder Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF DOCUMENT**

## 00472 Disclosure and Certification Regarding Conflict of Interest

Company Name: \_\_\_\_\_ (the "Offeror")

Relationship: \_\_\_\_\_ (i.e., contractor, consultant, subcontractor, etc.)

- 1. Certification.** The Offeror hereby acknowledges that it has read the Conflict of Interest Guidelines included in the solicitation and has, to the best of its knowledge and belief:

**A. Organizational Conflict of Interest (Choose One)**

\_\_\_\_\_ Determined that there are no relevant facts or circumstances which could give rise to conflicts of interest. (Offeror may provide an explanation or any supporting documentation).

OR

\_\_\_\_\_ Determined that one or more conflicts of interest exists. (Offeror must provide a Mitigation Plan).

**B. Personal Conflict of Interest (Choose One)**

(The Council may not enter into any contract or purchase order for goods or services in which a Council member, or Council employee or their immediate family members has an indirect or direct personal financial interest or will personally benefit financially from the contract or purchase order.)

\_\_\_\_\_ Determined that no personal conflict of Interest exists

OR

\_\_\_\_\_ Determined that a personal conflict of Interest exists (Offeror must provide a Mitigation Plan)

- 2. Flow-Down.** The Offeror must include a signed copy of this certification form for each of its subcontractors and subconsultants with the terms "contract," "Offeror," and "Council" modified appropriately to preserve the Council's rights. The Offeror must submit all subcontractor forms to the Council with its proposal.
- 3. Continuing Obligations.** The Offeror has a continuing obligation to the Council to disclose conflicts of interest to the Council during the solicitation phase or, if awarded a contract, throughout the duration of the contract. During the solicitation, the Disclosure and Certification Regarding Conflict of Interest Form(s) and any related mitigation plan(s) must be submitted to the RFP Administrator. After the Council issues a Notice to Proceed, all documents must be submitted to the Contract Manager designated by the Council.

By signing below, the Offeror certifies that the information contained in this form is accurate to the best of its knowledge, and that the Offeror agrees to comply with the requirements herein. The Offeror has a continuing obligation to the Council to disclose conflicts of interest to the Council during the solicitation phase or, if awarded a contract, throughout the duration of the contract.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# 00495 Responsible Contractor Verification and Certification of Compliance Prior to Award

## PROJECT TITLE: East Metro Lavatory Project

This document is intended to provide a list of the criteria as required by Minn. Stat. § 16C.285 to be considered a Responsible Contractor.

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

- (1) The Contractor:
  - (i) is in compliance with workers' compensation and unemployment insurance requirements;
  - (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
  - (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
  - (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
- (2) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated Minnesota Statute section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. A violation occurs when a contractor or related entity:
  - (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
  - (ii) has been issued an order to comply by the Commissioner of Labor and Industry that has become final;
  - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - (iv) has been found by the Commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - (v) has been issued a ruling or findings of underpayment by the Administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

If the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;
- (3) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. A violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
- (4) The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
- (5) The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;

- (6) The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
- (7) All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6). Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

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

**"A PRIME CONTRACTOR, SUBCONTRACTOR, OR MOTOR CARRIER THAT FAILS TO VERIFY COMPLIANCE WITH ANY ONE OF THE REQUIRED MINIMUM CRITERIA OR MAKES A FALSE STATEMENT UNDER OATH IN A VERIFICATION OF COMPLIANCE SHALL BE INELIGIBLE TO BE AWARDED A CONSTRUCTION CONTRACT ON THE PROJECT FOR WHICH THE VERIFICATION WAS SUBMITTED. A FALSE STATEMENT UNDER OATH VERIFYING COMPLIANCE WITH ANY OF THE MINIMUM CRITERIA MAY RESULT IN THE TERMINATION OF A CONSTRUCTION CONTRACT THAT HAS ALREADY BEEN AWARDED TO A PRIME CONTRACTOR OR SUBCONTRACTOR THAT SUBMITS A FALSE STATEMENT. A CONTRACTING AUTHORITY SHALL NOT BE LIABLE FOR DECLINING TO AWARD A CONTRACT OR TERMINATING A CONTRACT BASED ON A REASONABLE DETERMINATION THAT THE CONTRACTOR FAILED TO VERIFY COMPLIANCE WITH THE MINIMUM CRITERIA OR FALSELY STATED THAT IT MEETS THE MINIMUM CRITERIA."**

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

A prime contractor or subcontractor shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 5a **MOTOR CARRIER VERIFICATION.**

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

## CERTIFICATION

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

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) If my company is awarded a contract, I will also submit Attachment A-2 as required.
- 4) I ACKNOWLEDGE THAT FAILURE TO MEET THE MINIMUM CRITERIA OR THE SUBMISSION OF A FALSE STATEMENT GIVEN UNDER OATH IN VERIFICATION OF COMPLIANCE WITH ANY OF THE MINIMUM CRITERIA SHALL RENDER MY COMPANY INELIGIBLE TO BE AWARDED THE CONSTRUCTION PROJECT FOR WHICH THE VERIFICATION WAS SUBMITTED.
- 5) I ACKNOWLEDGE THAT CONTRACTING AUTHORITY SHALL NOT BE LIABLE FOR DECLINING TO AWARD A CONTRACT OR TERMINATING A CONTRACT BASED ON A REASONABLE DETERMINATION THAT THE CONTRACTOR FAILED TO VERIFY COMPLIANCE WITH THE MINIMUM CRITERIA OR FALSELY STATED THAT IT MEETS THE MINIMUM CRITERIA.
- 6) I ACKNOWLEDGE THAT A FALSE STATEMENT UNDER OATH IN VERIFICATION OF COMPLIANCE SHALL RENDER THE PRIME CONTRACTOR OR SUBCONTRACTOR THAT MAKES THE FALSE STATEMENT INELIGIBLE TO BE AWARDED A CONSTRUCTION CONTRACT ON THE PROJECT FOR WHICH THE VERIFICATION WAS MADE. I ALSO ACKNOWLEDGE THAT A FALSE STATEMENT UNDER OATH VERIFYING COMPLIANCE WITH ANY OF THE MINIMUM CRITERIA MAY RESULT IN A TERMINATION OF A CONSTRUCTION CONTRACT THAT HAS ALREADY BEEN AWARDED TO A PRIME CONTRACTOR OR SUBCONTRACTOR THAT SUBMITS A FALSE STATEMENT.

\_\_\_\_\_  
Authorized Signature of Owner or Officer

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

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

**NOTE:** The prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier and motor carriers, pursuant to Minn. Stat. § 16C.285, Subd. 3, clause (7).

**ATTACHMENT A-1**

**FIRST-TIER SUBCONTRACTORS LIST  
SUBMIT WITH PRIME CONTRACTOR RESPONSE**

Bidder/Proposer Company Name: \_\_\_\_\_

Contract #: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Check ONE of the following:**

\_\_\_\_ No subcontractors will be used by Quoter on this project

\_\_\_\_ The following is a list of subcontractors proposed to be used on the project:

<b>FIRST TIER SUBCONTRACTOR (Legal name of company as registered with the Secretary of State)</b>	<b>City of SUBCONTRACTOR Home Office</b>

**This form must be signed and all columns completed to be considered responsive. Unsigned and incomplete forms will be considered non-responsive.** Use copies of page 1 of this form if space is needed to list additional subcontract firms and attach such copies to the form.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A-2  
ADDITIONAL SUBCONTRACTORS LIST**

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT**

**PROJECT TITLE: East Metro Lavatory Project**

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

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

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

**SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2**

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

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in **Minn. Stat. § 16C.285** and **I ACKNOWLEDGE THAT CONTRACTING AUTHORITY SHALL NOT BE LIABLE FOR DECLINING TO AWARD A CONTRACT OR TERMINATING A CONTRACT BASED ON A REASONABLE DETERMINATION THAT THE CONTRACTOR FAILED TO VERIFY COMPLIANCE WITH THE MINIMUM CRITERIA OR FALSELY STATED THAT IT MEETS THE MINIMUM CRITERIA.**

**Authorized Signature of Owner or Officer:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## 00520 Contract Agreement

**THIS CONTRACT AGREEMENT**, executed in the County of Ramsey, in the State of Minnesota, entered into this \_\_\_\_\_ day of \_\_\_\_\_ and effective the latest date indicated on the signature page, by and between the Metropolitan Council, Ramsey County, Minnesota, hereinafter called the "COUNCIL", acting through its Regional Administrator who acts herein solely for the COUNCIL and without personal liability, party of the first part, and \_\_\_\_\_ hereinafter called the "CONTRACTOR", party of the second part;

**WHEREAS**, the COUNCIL, pursuant to authority vested in it by Acts of Legislature of the State of Minnesota, did, by announcement heretofore made in accordance with the provision of said Acts, request quotes for East Metro Lavatory Project, Project Number 62790 .

**WHEREAS**, in accordance with said announcement and with **Document 00200 RFQ Instructions**, prepared by the COUNCIL and submitted to Quoters, the CONTRACTOR submitted to the COUNCIL a Quote for East Metro Lavatory Project, Project Number 62790 herein described and a Contract was duly awarded by the COUNCIL to the CONTRACTOR, for the prices specified in the Quote, said Quote and all related Contract Documents being made a part of this Contract, whether or not hereto attached;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this contract, the parties agree as follows that the CONTRACTOR agrees with the COUNCIL to perform all work and, at its own risk and expense, construct the said Work and be compensated for said Work as follows:

- For the work performed the COUNCIL will pay CONTRACTOR on the basis of submitted and approved Claim for Payments; in accordance with General Conditions 00700, ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION;
- The maximum total compensation payable to the CONTRACTOR by the COUNCIL for all work performed under this Contract shall not exceed the amount of \$ \_\_\_\_\_. Any adjustments to the total compensation will be in accordance with General Conditions 00700, ARTICLE 10 CHANGE OF CONTRACT PRICE.
- The Work of the Project shall be Substantially Completed not later than 120 calendar days following the date of commencement indicated in the Notice to Proceed.
- The Work of the Project shall be Fully and Finally Completed not later than 150 calendar days following the date of commencement indicated in the Notice to Proceed.

COUNCIL and CONTRACTOR recognize that **TIME IS OF THE ESSENCE OF THIS CONTRACT** and agree that liquidated damages for delay shall be: \_

- \$ 150.00 for each and every calendar day that the Work is not substantially completed after the substantial completion date.
- \$ 150.00 for each and every calendar day that the Work is not finally completed after the final completion date.

**THIS AGREEMENT FURTHER WITNESSETH**, that the CONTRACTOR, by executing this Contract, declares and asserts that it has read each and every clause in each of:

1. Worksheet of Quote;
2. RFQ Response Form;
3. Contract Agreement;

4. General Conditions;
5. Supplementary Conditions, if applicable;
6. All other documents listed under Contract Requirements of the Table of Contents;
7. Technical Specifications;
8. Drawings;
9. All Addenda issued prior to the time of opening of the Quotes; all of which are hereby made part hereof with like force and effect as though recited herein at length, and fully understands the meaning of the same and that in connection therewith CONTRACTOR has examined the site of the Work and fully understands the character of the Work to be done under this Contract.

**THIS CONTRACT** is entered into under and pursuant to the laws of the State of Minnesota and shall in all respects be construed in accordance with the laws of the State.

The Architect/Engineer for this contract is Metro Transit.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated.

**CONTRACTOR'S LEGAL NAME**

Date: _____	By: _____
	Its: _____
	By: _____
	Its: _____

**METROPOLITAN COUNCIL**

Date: _____	By: _____
	Proper Signature Authority Title Here

**END OF DOCUMENT**

## 00613 Performance Bond

Date Bond Executed:

\_\_\_\_\_  
(Must be same or later than Contract Date)

Metropolitan Council Division:

METRO TRANSIT

Metropolitan Council Project Name:

EAST METRO LAVATORY PROJECT

Metropolitan Council Project Number:

62790

Metropolitan Council Contract Number:

25P032

**PRINCIPAL:** Full Legal Name:

\_\_\_\_\_

Complete Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Fax Number:

\_\_\_\_\_

Organization Type: ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation

State of Incorporation:

\_\_\_\_\_

**SURETY:** Full Legal Name:

\_\_\_\_\_

Complete Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Fax Number:

\_\_\_\_\_

**PENAL SUM OF BOND:**

\$ \_\_\_\_\_

## OBLIGATION

We, the Principal and Surety, are firmly bound to the Metropolitan Council (hereinafter called the Obligee) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

## CONDITIONS

The Principal has entered into the Contract identified above.

### Therefore

The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the Obligee, with or without notice to the Surety, and during the life of any correction period under the Contract; and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the Contract that hereafter are made. Notice of those modifications to the Surety is waived.

### Witness

The Principal and Surety executed this Performance Bond and affixed their seals on the above date.

#### PRINCIPAL

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Type Title)

#### SURETY

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Type Title)

**(NOTE: COMPLETE ACKNOWLEDGMENT FORM AND  
ATTACH APPROPRIATE POWER OF ATTORNEY)**

**ACKNOWLEDGMENT OF PRINCIPAL**

(For Partnership)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

}

ss.

The foregoing bond was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by

\_\_\_\_\_, (Name), partner on behalf of,

\_\_\_\_\_, (Name of Partnership) a partnership.

(seal)

Notary Public

---

**ACKNOWLEDGMENT OF PRINCIPAL**

(For Corporation)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

}

ss.

The foregoing bond was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by

\_\_\_\_\_, (Name), \_\_\_\_\_, (Title)

of \_\_\_\_\_, (Full Corporate Name)

a \_\_\_\_\_ (State) corporation, on behalf of the corporation.

(seal)

Notary Public

---

**ACKNOWLEDGMENT OF SURETY**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

}

ss.

The foregoing bond was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, (Name), attorney-in-fact of

\_\_\_\_\_, (Full Surety Name)

a \_\_\_\_\_ (State) corporation on behalf of the corporation.

(Seal)

Notary Public

---

**END OF DOCUMENT**

# 00614 Payment Bond

Date Bond Executed: \_\_\_\_\_  
(Must be same or later than Contract Date)

Metropolitan Council Division: METRO TRANSIT

Metropolitan Council Project Name: EAST METRO LAVATORY PROJECT

Metropolitan Council Project Number: 62790

Metropolitan Council Contract Number: 25P032

**PRINCIPAL:** Full Legal Name: \_\_\_\_\_

Complete Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Organization Type: ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation

State of Incorporation: \_\_\_\_\_

**SURETY:** Full Legal Name: \_\_\_\_\_

Complete Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**PENAL SUM OF BOND:** \$ \_\_\_\_\_

**OBLIGATION**

We, the principal and Surety, are firmly bound to the Metropolitan Council (hereinafter called the Obligee) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

**CONDITIONS**

The Principal has entered into the Contract identified above.

**Therefore**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material, or both in the prosecution of the Work provided for in the Contract identified above, and any authorized modifications of the Contract that subsequently are made. Notice of those modifications to the Surety is waived.

**Witness**

The Principal and Surety executed this Payment Bond and affixed their seals on the above date.

<b>PRINCIPAL</b>	<b>SURETY</b>
By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Type Name)	(Type Name)
_____	_____
(Type Title)	(Type Title)

**(NOTE: COMPLETE ACKNOWLEDGMENT FORM AND  
ATTACH APPROPRIATE POWER OF ATTORNEY)**

**ACKNOWLEDGMENT OF PRINCIPAL**  
(For Partnership)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

The foregoing bond was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by

\_\_\_\_\_, (Name), partner on behalf of,  
\_\_\_\_\_, (Name of Partnership) a partnership.

(seal)

Notary Public

---

**ACKNOWLEDGMENT OF PRINCIPAL**  
(For Corporation)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

The foregoing bond was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by

\_\_\_\_\_, (Name), \_\_\_\_\_ (Title)  
of \_\_\_\_\_ (Full Corporate Name)  
a \_\_\_\_\_ (State) corporation, on behalf of the corporation.

(seal)

Notary Public

---

**ACKNOWLEDGMENT OF SURETY**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

The foregoing bond was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, (Name), attorney-in-fact of

\_\_\_\_\_, (Full Surety Name)  
a \_\_\_\_\_ (State) corporation on behalf of the corporation.

(Seal)

Notary Public

---

**END OF DOCUMENT**

# 00700 General Conditions

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## ARTICLE 1. DEFINITIONS

Wherever used in this **Document 00700 General Conditions** or in other Contract Documents the following items have the meanings indicated and are deemed to include both the singular and plural thereof and male and female genders:

- 1.1 **ADDENDA** Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
- 1.2 **AGREEMENT** The written agreement between COUNCIL and CONTRACTOR covering the Work to be performed. Other Contract Documents are attached to the Agreement and made a part thereof. The Agreement may also be referred to as Contract or Contract Agreement.
- 1.3 **APPLICATION FOR PAYMENT** The form accepted by COUNCIL which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4 **ARCHITECT/ENGINEER (A/E)** The person, firm, corporation, or other legal entity named as such in the Agreement. ARCHITECT/ENGINEER may be a consulting or professional services firm; a professional architect or professional engineer retained by COUNCIL under a separate professional services agreement with defined professional architectural, engineering, or services duties; or the A/E may be a professional architect or professional engineer employed by COUNCIL.
- 1.5 **ASBESTOS** Material that contains more than 1 percent, by weight, of the asbestos form varieties of Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite, Grunerite, and Tremolite, 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.
- 1.6 **BID** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed and providing other required information.
- 1.7 **BIDDER** A person, firm, or corporation submitting a Bid for the Work.
- 1.8 **BIDDING DOCUMENTS** The Advertisement For Bids or Invitation To Bid, Instructions To Bidders, the Bid Form, the Bid Bond Forms, and the proposed Contract Documents, including Addenda issued.
- 1.9 **BONDS** Performance and Payment Bonds furnished by the CONTRACTOR.
- 1.10 **CHANGE ORDER** A written order, which is issued by COUNCIL to CONTRACTOR authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, and which may or may not require an equitable adjustment in the Contract Price or Contract Time. Change Orders may be either issued unilaterally (signed by COUNCIL only) or, if COUNCIL and CONTRACTOR have reached agreement on the equitable adjustment, if any, then bilaterally (signed by COUNCIL and CONTRACTOR).
- 1.11 **CONTRACT DOCUMENTS** The Agreement, Information Available To Bidders, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and post-Bid documentation submitted prior to the Notice Of Award) when attached as an exhibit to the Agreement, certificates and representations, the Notice To Proceed, the Performance and Payment Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with Change Orders, Field Orders, and CAR's written interpretations and clarifications issued pursuant to ARTICLE 3 on or after the Effective Date of the Agreement. Shop Drawings approved pursuant to ARTICLE 6 and the reports and drawings referred to in ARTICLE 4, although required to be submitted by CONTRACTOR to COUNCIL under the Contract Documents, are not Contract Documents.

- 1.12 CONTRACT PRICE** The moneys payable by COUNCIL to CONTRACTOR pursuant to the terms of the Contract Documents for completion of the Work in accordance with the Contract Documents.
- 1.13 CONTRACT TIME** The number of days or the dates stated in the Contract Documents: (i) to achieve Substantial Completion; and (ii) to complete the Work so that it is ready for final payment in accordance with ARTICLE 14.
- 1.14 CONTRACTOR** The person, firm, corporation, joint venture, or other legal entity with whom COUNCIL has entered into the Agreement
- 1.15 COUNCIL** The Metropolitan Council with central offices at 390 North Robert Street, St. Paul, Minnesota 55101-1805. COUNCIL will be represented by its Regional Administrator or designated representative.
- 1.16 COUNCIL's AUTHORIZED REPRESENTATIVE (CAR)** : The person identified in the Letter of Authority signed by COUNCIL's Regional Administrator or designated representative and issued to the CONTRACTOR prior to construction. CAR will have the authority to act on behalf of COUNCIL to the extent provided in the Letter of Authority, or otherwise as provided in ARTICLE 13.
- 1.17 DAY** :A calendar day of 24 hours measured from midnight to the next midnight. In computing any period of time, the day from which the period begins to run is not counted, and unless otherwise specified when the last day of the period is a Saturday, Sunday, or holiday (listed below), the period extends to the next day that is not a Saturday, Sunday, or holiday. Similarly, unless otherwise specified in circumstances where the Council's offices are closed for all or part of the last day, the period extends to the next day on which the Council is open.

#### **Council Holidays**

New Year's Day

Birthday of Martin Luther King Jr.

Presidents' Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Thanksgiving Friday

Christmas Day

When New Year's Day, Juneteenth, Independence Day, Veterans' Day, or Christmas Day falls on a Saturday, the preceding Friday shall be observed as the holiday. When any of these holidays fall on a Sunday, the following Monday shall be observed as the holiday.

- 1.18 DEFECTIVE** An adjective which, when modifying the word "Work", refers to Work that is unsatisfactory, faulty, or deficient, in that it does not strictly conform to the Contract Documents, or does not meet inspection, reference standard, test, or approval requirements of the Contract Documents, or has been damaged prior to CAR's recommendation of final payment (unless responsibility for the protection thereof has been assumed by COUNCIL at Substantial Completion in accordance with ARTICLE 14.
- 1.19 DRAWINGS** Graphic depictions which show the scope, extent, and character of the Work and which have been prepared by COUNCIL or its A/E and are referred to in the Contract Documents as drawings, plans,

details, detailed drawings, plates, or standard plates.

- 1.20 EFFECTIVE DATE OF THE AGREEMENT** The date stated in the Agreement on which it becomes effective.
- 1.21 FIELD ORDER** A written order signed by CONTRACTOR and COUNCIL which orders minor changes to or clarifications of the Work in accordance with ARTICLE 9 but which does not involve a change in the Contract Price or Contract Time.
- 1.22 HAZARDOUS WASTE** The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 U.S.C. Section 6903) as amended from time to time.
- 1.23 LAWS AND REGULATIONS; LAWS OR REGULATIONS** Applicable laws, rules, regulations, ordinances, codes, and orders of government bodies, agencies, authorities, and courts having jurisdiction.
- 1.24 LIENS** Liens, charges, security interests, or encumbrances upon real property or personal property.
- 1.25 NOTICE OF AWARD** Written Notice given by COUNCIL to the low, responsive, responsible Bidder stating that upon the Bidder's compliance with the conditions stated therein and in the Bidding Documents, COUNCIL will sign and deliver the Agreement. The notice shall be effective only after: (i) conditional acceptance of CONTRACTOR's Bid by formal resolution of COUNCIL; and (ii) CONTRACTOR's receipt of the Notice Of Award signed by the COUNCIL's Regional Administrator or designated representative.
- 1.26 NOTICE TO PROCEED** Written Notice given by COUNCIL to CONTRACTOR which transmits one executed copy of the Contract Documents, authorizes CONTRACTOR to proceed with the Work, and fixes the date on which the Contract Time shall commence to run. The notice shall be signed by the COUNCIL's Regional Administrator or designated representative.
- 1.27 PARTIAL UTILIZATION** Use by COUNCIL of a substantially completed portion of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of the Work.
- 1.28 PCBs** Polychlorinated biphenyls.
- 1.29 PETROLEUM** Petroleum, including crude oil or 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 Wastes and crude oils.
- 1.30 PROJECT** The total construction of which the Work to be provided under the Contract Documents may be the whole or a portion, as indicated elsewhere in the Contract Documents.
- 1.31 RADIOACTIVE MATERIAL** Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.), as amended from time to time.
- 1.32 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.
- 1.33 SHOP DRAWINGS** 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. Shop Drawings are not Drawings or Contract Documents.
- 1.34 SITE** Lands or other areas designated in the Contract Documents as being made available by COUNCIL to CONTRACTOR for the performance of the Work.
- 1.35 SPECIFICATIONS** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

- 1.36** **SUBCONTRACTOR** An individual, firm, or corporation having a contract directly with CONTRACTOR or with another Subcontractor for the performance of a portion of the Work at the Site.
- 1.37** **SUBSTANTIAL COMPLETION** The Work (or a specified portion thereof) has progressed to the point where, in the opinion of COUNCIL, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified portion) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed", "substantial performance" and "substantially performed", as applied to all or portion of the Work refer to Substantial Completion thereof.
- 1.38** **SUPPLEMENTARY CONDITIONS** Supplemental conditions which accommodate these General Conditions to the unique requirements of the Work. See **Document 00800 Supplementary Conditions**.
- 1.39** **SUPPLIER** A manufacturer, fabricator, supplier, distributor, or vendor of materials or equipment having a contract directly with CONTRACTOR or with a Subcontractor to furnish materials or equipment to be incorporated in the Work.
- 1.40** **UNDERGROUND FACILITIES** Pipelines, conduits, ducts, cables, wires, maintenance holes, vaults, tanks, tunnels or other such facilities or attachments, and encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, potable water, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems.
- 1.41** **UNIT PRICE WORK** Work to be paid for on the basis of unit prices.
- 1.42** **WORK** The entire completed construction or the various separately identifiable portions thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, performing or furnishing hoisting, scaffolding or temporary bracing or shoring, and performing or furnishing services and furnishing documents, as required by the Contract Documents.
- 1.43** **WRITTEN NOTICE** Notice, in writing, to a party to the Agreement relative to any portion of this Agreement. The Written Notice shall be considered delivered, and the service thereof completed, when posted, with return receipt, to the said party at its last given address, or sent by facsimile or electronic mail or delivered in person to the said party or its authorized representative. Where two or more methods are utilized, the time of the earliest service shall govern.

## **ARTICLE 2. PRELIMINARY MATTERS**

- 2.1** ***Delivery of Required Documents.*** When CONTRACTOR delivers the executed Agreement to COUNCIL, CONTRACTOR shall also deliver to COUNCIL such Bonds, insurance policies, certificates of insurance, insurance binders, and other certifications and representations as CONTRACTOR may be required to furnish in accordance with the Notice Of Award and Contract Documents.
- 2.2** ***Copies of Contract Documents*** COUNCIL will furnish to CONTRACTOR 1 hard copy and 1 CD/DVD of the Contract Documents. Additional copies will be furnished, upon request, at the COUNCIL's cost of reproduction, charged to CONTRACTOR.
- 2.3** ***Preconstruction Conference*** Details about the Preconstruction Conference, if required, are set forth in **Division 1 General Requirements**. The Preconstruction Conference shall not be held until the information required has been submitted in accordance with **Division 1 General Requirements**.
- 2.4** ***Commencement of Contract Time*** The Contract Time (when expressed in days) shall commence 7 days

following the date of the Notice To Proceed.

- 2.5 Starting the Work** CONTRACTOR shall be prepared to start the Work on the date when the Contract Time commences. CONTRACTOR shall NOT start physical construction of the Work until: (i) the Preconstruction Conference is held or waived; and (ii) a Notice To Proceed has been issued authorizing commencement of Work.
- 2.6 Before Starting Construction of Each Portion of the Work** Before undertaking each portion of the Work, CONTRACTOR shall thoroughly and carefully study and compare the Contract Documents, and check and verify dimensions, quantities, and other pertinent figures shown thereon, and obtain applicable field measurements. CONTRACTOR shall immediately report in writing to CAR apparent conflict, error, ambiguity, or discrepancy, no matter how seemingly insignificant, (i) within the Contract Documents or (ii) between the Contract Documents and (a) Law or Regulation applicable to the performance of the Work or (b) standard or code or (c) instruction or guidance of Supplier, and CONTRACTOR shall obtain a written clarification from CAR before proceeding with Work affected thereby. CONTRACTOR shall not be liable to COUNCIL for failure to report conflict, error, ambiguity, or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.
- 2.7 Preliminary Submittals** No progress payment shall be made to CONTRACTOR until the preliminary submittals and schedules are submitted to and acceptable to COUNCIL in accordance with **Division 1 General Requirements**.
- 2.8 CONTRACTOR's Field Office.** CONTRACTOR shall maintain an office in accordance with **Division 1 General Requirements**.
- 2.9 CONTRACTOR's Records.** CONTRACTOR shall maintain at, and not destroy or remove from, its field office without the written consent of COUNCIL, records and Contract Documents related to or arising out of the Agreement and shall provide COUNCIL full access thereto for audit, inspection, and copying, at its field office or other location directed by COUNCIL. "Records" means information and data, whether stored on computer, electronic media, audiotape, videotape, paper, or other form, and shall include without limitation:
- 2.9.1 A set of CONTRACTOR conformed Contract Documents upon which has been recorded to date changes and revisions as may have been ordered by COUNCIL or otherwise changed due to field conditions or other causes.
  - 2.9.2 Business and Accounting Records, in monthly and cumulative form and detail as ordinarily maintained by CONTRACTOR or as otherwise required by COUNCIL, sufficient to permit COUNCIL's evaluation and verification of CONTRACTOR: (i) compliance with: (a) the Contract Documents, (b) business ethics, policies, and laws, (c) provisions regarding pricing and certification of Change Orders and claims, (d) provisions regarding payment of Subcontractors and Suppliers, (e) provisions regarding performance of Work; and (ii) incurrence of direct and indirect costs submitted to COUNCIL for adjustment of the Contract Price and payment under the Contract Documents, including without limitation, usage of personnel; certified payrolls; direct job costs; indirect field and home office overhead expenses; gratuity and business entertainment expense; equipment usage, equipment ownership costs and operating costs; material and equipment purchase orders, vouchers and inspection and test reports; job cost reports; financial statements; CONTRACTOR's cost estimates and work papers supporting its original Contract Price; CONTRACTOR's cost estimates and work papers supporting proposals for changes in the Contract Price or Contract Time; construction schedules; documentation of claims and claimed costs asserted against COUNCIL or A/E or Subcontractor or Supplier; back charge logs; daily job logs and diaries; and other data, documentation, and records pertinent to the Contract Documents or Work, and its progress and completion.
  - 2.9.3 Books, ledgers, documents, correspondence, instructions, manuals, schedules, receipts, vouchers, memoranda and other information and data in any manner relating to the Contract Documents and the Work performed and services rendered thereunder.

2.9.4 Such other records as CAR may request during or after performance of the Work that relate to or arise out of the Contract Documents.

**2.10 *Incorporation of United States Fraud and False Claims Statutes.*** Whether or not this Agreement is funded directly or indirectly by moneys provided by the United States government, the State of Minnesota, the COUNCIL, or any other public body, this Agreement hereby incorporates by reference all provisions of 28 U.S.C.A. § 2514 (Fraud) and 31 U.S.C.A. § 3729 (False Claims). Any reference to "government" shall be deemed also to refer to the COUNCIL and all other units of government having an interest in this Agreement. CONTRACTOR agrees to be bound to the COUNCIL by, and acknowledges the COUNCIL's right and remedies granted by, those incorporated statutes with the same force, effect, and scope as under Federal Law and Regulations. The COUNCIL's rights and remedies thereunder shall be cumulative of all other rights and remedies to the COUNCIL under the Contract Document or at Law or Regulations.

### **ARTICLE 3. CONTRACT DOCUMENTS: SCOPE, INTENT AND REUSE**

**3.1 *Scope of Work.*** CONTRACTOR shall complete the Work in the manner and within the time specified in the Contract Documents and furnish labor, materials, tools, appliances, and other items necessary or incidental to the Work required by or reasonably inferred from the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, and techniques of construction, except for means, methods, or techniques expressly detailed on the Drawings or explicitly required by the Specifications.

**3.2 *Integration and Intent.*** The Contract Documents comprise the entire agreement between COUNCIL and CONTRACTOR and supersede prior representations, understandings or agreements, whether written or oral. The Contract Documents shall be construed in accordance with Minnesota law and shall be deemed to incorporate Laws and Regulations whether in force before or after submission of Bids, with which CONTRACTOR is required to comply. It is the intent of the Contract Documents:

- 3.2.1 To describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment, whether or not specifically called for, that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be furnished and performed by CONTRACTOR without change in the Contract Price or Contract Time.
- 3.2.2 To be construed to produce a functionally complete Project. Words or phrases which have well-known technical or construction industry or trade meanings shall be interpreted in accordance with those meanings, unless inconsistent with the intent to describe a functionally complete Project.
- 3.2.3 To exclude application of the doctrine of *contra proferentum*; the Contract Documents shall not be construed against COUNCIL merely because COUNCIL drafted or issued them.
- 3.2.4 To use the best practice for construction and installation of materials and equipment where details of such Work are not included, are incomplete, are not specified, or are not clearly defined in the Contract Documents.
- 3.2.5 To be complementary. Where Work is shown upon one portion of the Contract Documents but not upon another, CONTRACTOR shall install the Work as if shown on both so as to achieve a functionally complete Project.
- 3.2.6 To exclude inferences of COUNCIL's direction or control over the Construction of the Work. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of ENGINEER or CAR as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in

general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents. The use of such term or adjective shall not be effective to assign to COUNCIL any duty or authority to undertake responsibility contrary to any provision of the Contract Documents.

- 3.2.7 To require CONTRACTOR's reliance on its own field dimensions and not drawing dimensions. Dimensions given on the Drawings related to existing structures are based on previous surveys or existing construction drawings and it shall be the responsibility of CONTRACTOR to verify the accuracy of these dimensions. CONTRACTOR shall take complete field measurements of existing construction and shall be solely responsible for proper fit between the new Work and existing structures and other equipment. CONTRACTOR shall check in the field dimensions which govern the location or fit of Work with work now in existence or under construction.

CONTRACTOR shall report variations from the dimensions or elevations shown on the Drawings to CAR in writing prior to the start of new construction.

- 3.2.8 To require the sections of **Division 1 General Requirements** to govern the execution of the work of all sections of the specifications.

To resolve conflicts between various portions of the Contract Documents that may remain *after* giving priority to and applying the paragraphs 3.2.1 through 3.2.8 above, priority and order of precedence shall be given to the Contract Documents as follows:

1. **Document 00800 Supplementary Conditions**, if applicable
2. **Document 00710 Supplemental Conditions for FTA-Funded Projects**, if applicable;
3. **Document 00711 Supplemental Conditions for FTA- & MN Funded Projects**, if applicable
4. **Document 00720 Supplemental Conditions for PFA-Funded Projects**, if applicable;
5. **Document 00700 General Conditions**;
6. Specifications (Division 1 through Division 16);
7. Details of Drawings;
8. Drawings;
9. Such industry standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents

- 3.3 Reference to Standards and Specifications of Technical Societies.** Reference to standards, specifications, manuals, or codes of technical societies, organizations, or associations, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, or code in effect at the time of performance of the Work, except as may be otherwise specifically stated in the Contract Documents. No provision of such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of COUNCIL, CONTRACTOR, or A/E, or of their Subcontractors, subconsultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to COUNCIL, A/E, or A/E's subconsultants, agents or employees duty or authority to supervise or direct the furnishing or performance of the Work or duty or authority to undertake responsibility inconsistent with provisions of the Contract Documents.

- 3.4 CAR's Decision.** Issues regarding the meaning, intent, and interpretation of the Contract Documents and the rights and obligations thereunder, and disputes and claims arising therefrom, will be decided in writing by

CAR. CAR's decision shall be final, binding, and conclusive on CONTRACTOR unless review of the decision is requested pursuant to ARTICLE 16. CONTRACTOR shall perform the Work in conformance with CAR's decision, notwithstanding CONTRACTOR's submission of request for review of CAR's decision.

- 3.5 *Amending and Supplementing Contract Documents.*** The Contract Documents may be amended by a Change Order to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof.
- 3.6 *Minor Changes.*** In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work not involving adjustment of the Contract Price or Contract Time may be authorized by a Field Order or approval of a Shop Drawing or Sample (pursuant to ARTICLE 6).
- 3.7 *Reuse of Documents.*** CONTRACTOR, and Subcontractors or Suppliers or other persons or organizations performing or furnishing any of the Work under a direct or indirect contract with COUNCIL: (i) shall not have or acquire title to or ownership rights in the Contract Documents (or copies of portions thereof), and (ii) shall not reuse such Contract Documents or copies on extensions of the Project or other project without written consent of COUNCIL.

#### **ARTICLE 4. AVAILABILITY OF LANDS; SURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS.**

- 4.1 *Availability of Lands.*** COUNCIL will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, COUNCIL will furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed. COUNCIL will identify encumbrances or restrictions not of general application but specifically related to use of lands to be furnished with which CONTRACTOR shall have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNCIL. If CONTRACTOR and COUNCIL are unable to agree on entitlement to or the amount or extent of adjustments in the Contract Price or the Contract Time as a result of delay in COUNCIL's furnishing these lands, rights-of-way, or easements, CONTRACTOR may make a claim therefor as provided in ARTICLE 10, ARTICLE 11, and ARTICLE 16. CONTRACTOR shall provide for additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- 4.2 *Subsurface and Physical Conditions.*** References to conditions, reports, Drawings, and other information available for review, if any, are identified in **Document 00300 Information Available To Bidders**. Such information describing subsurface and physical conditions is collectively referred to as "Technical Data".
- 4.2.1 *Limited Reliance by CONTRACTOR Authorized with Respect to Technical Data:***  
CONTRACTOR may rely upon the general accuracy of the factual information (not opinions or conclusions) contained in the "Technical Data". Except for such reliance on factual "Technical Data" CONTRACTOR may not rely upon or make claim against COUNCIL, A/E, or A/E's subconsultants with respect to:
- 4.2.1.1 the completeness of "Technical Data" for CONTRACTOR's purposes, including, but not limited to, aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incidental thereto; or
  - 4.2.1.2 other data, interpretations, opinions and information contained in the "Technical Data"; or
  - 4.2.1.3 CONTRACTOR interpretations of or conclusions drawn from factual "Technical Data" or

other data, interpretations, opinions, or information; or

4.2.1.4 facts as to which knowledge or accuracy is expressly disclaimed in the Contract Documents, "Technical Data" or other reports or drawings; or

4.2.1.5 facts as to which knowledge of or incompleteness was known or should have been known by the CONTRACTOR.

4.2.2 ***Differing Subsurface or Physical Conditions; and Notification:*** If CONTRACTOR believes that subsurface or physical conditions at or contiguous to the Site that are uncovered or revealed, differ materially from either:

4.2.2.1 "Technical Data" on which CONTRACTOR is entitled to rely as provided in ARTICLE 4; or

4.2.2.2 conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents; then

CONTRACTOR shall, immediately after becoming aware thereof and before further disturbing conditions affected thereby or performing Work in connection therewith (except in an emergency as permitted by ARTICLE 6), notify CAR in writing about such condition and the basis for the CONTRACTOR's belief that the condition differs from what was expected. CONTRACTOR's failure to give immediate notice shall be conclusively presumed to constitute prejudice to COUNCIL. CONTRACTOR shall not further disturb such conditions or perform Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.3 ***Contract Documents Change:*** If COUNCIL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.2, a Change Order will be issued.

4.2.4 ***Contract Price and Contract Time Adjustments:*** An equitable adjustment in the Contract Price or in the Contract Time, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of, the Work; subject, however, to the following:

4.2.4.1 such condition must meet one or more of the categories described in paragraph 4.2.2;

4.2.4.2 a change in the Contract Documents pursuant to ARTICLE 4 will not be an automatic authorization of nor a condition precedent to entitlement to such adjustment;

4.2.4.3 with respect to Work that is paid for on a Unit Price Basis, adjustment in Contract Price will be subject to the provisions of ARTICLE 10; and

4.2.4.4 CONTRACTOR shall not be entitled to adjustment in the Contract Price or Contract Time if;

.1 CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to COUNCIL in respect of Contract Price and Contract Time by the submission of a Bid or becoming bound under a contract; or

.2 the existence of such condition could have been discovered or revealed as a result of: (i) reasonable inquiry into generally available information; (ii) special information available or referenced in the Information Available To Bidders; or (iii) 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

- .3 CONTRACTOR failed to give immediate Written Notice as required by ARTICLE 4.

If COUNCIL and CONTRACTOR are unable to agree on entitlement to or quantum of such equitable adjustment in the Contract Price or Contract Time: (i) COUNCIL may issue a unilateral Change Order directing that the Work be performed at a price and in a time COUNCIL determines to be equitable, or (ii) COUNCIL may issue a Change Order entitling the CONTRACTOR to a change in Contract Price or Contract Time upon completion of changed Work or at such earlier time as the change in Contract Price or Contract Time can be determined in accordance with ARTICLE 9, ARTICLE 10, and ARTICLE 11; or (iii) CONTRACTOR may make a claim therefore as provided in ARTICLE 10, ARTICLE 11, and ARTICLE 16. The equitable adjustment, if any, shall be CONTRACTOR's sole remedy, and, COUNCIL and A/E will not be liable to CONTRACTOR for other claims, costs, losses, or damages, whether direct, indirect, or consequential, sustained by CONTRACTOR on or in connection with another project or anticipated project or with other business or bonding relationships.

### **4.3 Physical Conditions - Underground Facilities.**

- 4.3.1 **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 by the owners of such Underground Facilities or by others.

4.3.1.1 COUNCIL and A/E will not be responsible for the accuracy and completeness of such information or data; and

4.3.1.2 Cost of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking such information and data; (ii) locating Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities during construction; and (iv) the safety and protection of such Underground Facilities as provided in ARTICLE 6 and repairing damage thereto resulting from the Work.

4.3.1.3 CONTRACTOR shall comply with the requirements of Minnesota Statutes, Chapter 216D, regarding the Minnesota One Call Excavation Notice System.

- 4.3.2 **Not Shown or Indicated:** If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents, CONTRACTOR shall immediately and before further disturbing conditions affected thereby or performing Work in connection therewith (except in an emergency as required by ARTICLE 6), identify the Underground Facility owner and give Written Notice to that Underground Facility owner and COUNCIL. COUNCIL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect the existence of the Underground Facility. If COUNCIL concludes that a change in the Contract Documents is required, a Change Order will be issued. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in ARTICLE 6. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and should not reasonably have known or anticipated. If COUNCIL and CONTRACTOR are unable to agree on entitlement to or the amount or length of such adjustment in Contract Price or Contract Time: (i) COUNCIL may issue a unilateral Change Order directing that the Work be performed at a price and in a time it determines to be equitable; (ii) COUNCIL

may issue a Change Order entitling the CONTRACTOR to a change in Contract Price or Contract Time upon completion of changed Work or at such earlier time as the change in Contract Price or Contract Time can be determined in accordance with ARTICLE 9, ARTICLE 10, and ARTICLE 11; or (iii) CONTRACTOR may make a claim therefore as provided in ARTICLE 10, ARTICLE 11, and ARTICLE 16. The equitable adjustment, if any, shall be CONTRACTOR's sole remedy, and COUNCIL and ENGINEER, will not be liable to CONTRACTOR for other claims, costs, losses, or damages, whether direct, indirect, or consequential, incurred or sustained by CONTRACTOR on or in connection with another project or anticipated project or with other business or bonding relationships.

- 4.4 Reference Points.** COUNCIL will provide engineering surveys to establish reference points for construction. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of CAR. CONTRACTOR shall report to A/E and CAR whenever a reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for accurate replacement or relocation of such reference points by professionally qualified personnel.

CONTRACTOR shall be responsible for the preservation of public and private property, and shall preserve land corner monuments, Right Of Way, vertical and horizontal monuments indicated on the Drawings or noted in writing by the COUNCIL prior to Work in the vicinity of the monument(s). If COUNCIL determines that a monument has been disturbed during construction activities, the monument shall be restored by a professional Land Surveyor registered in the State of Minnesota retained by CONTRACTOR.

**4.5 Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material.**

- 4.5.1 As between CONTRACTOR and COUNCIL, COUNCIL will be responsible for disposal of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in the Contract Documents or identified as within CONTRACTOR's scope of the Work. CONTRACTOR shall be responsible for all such materials brought to the Site, whether or not within its scope of Work or otherwise improperly or negligently disturbed, handled, or removed by CONTRACTOR or anyone for whom CONTRACTOR is responsible.
- 4.5.2 CONTRACTOR shall immediately: (i) stop Work in connection with such materials and in the area affected thereby (except in an emergency as required by ARTICLE 6), and (ii) notify COUNCIL (and thereafter confirm such notice in writing). COUNCIL will promptly consult with A/E concerning the necessity for COUNCIL to retain a qualified expert to evaluate such materials and take corrective action, if needed. CONTRACTOR shall not be required to resume Work in connection with such materials or in such affected area until after COUNCIL has obtained required permits related thereto and delivered to CONTRACTOR Written Notice: (i) specifying that such materials and affected area is or has been rendered safe for the resumption of Work, or (ii) specifying special conditions under which such Work may be resumed safely. If COUNCIL and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such Work stoppage or such special conditions under which Work is resumed: (i) COUNCIL may issue a unilateral Change Order directing that the Work be performed at a price and in a time it determines to be equitable; (ii) COUNCIL may issue a Change Order entitling the CONTRACTOR to a change in Contract Price or Contract Time upon completion of changed Work or at such earlier time as the change in Contract Price or Contract Time can be determined in accordance with ARTICLE 9, ARTICLE 10, and ARTICLE 11; or (iii) CONTRACTOR may make a claim therefore as provided in ARTICLE 10, ARTICLE 11, and ARTICLE 16. The equitable adjustment, if any, shall be CONTRACTOR's sole remedy, and COUNCIL and A/E, will not be liable to CONTRACTOR for other claims, costs, losses or damages, whether direct, indirect, or consequential, incurred or sustained by CONTRACTOR on or in connection with another project or anticipated project or with other business or bonding relationships.

- 4.5.3 If after receipt of such Written Notice CONTRACTOR does not agree to resume such Work based on a reasonable belief that it is unsafe, or does not agree to resume such Work under such special conditions, then COUNCIL may order such portion of the Work affected by such materials to be deleted from the Work. COUNCIL may have such deleted portion of the Work performed by COUNCIL's own forces or others in accordance with ARTICLE 7. If COUNCIL and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in the Contract Price or Contract Time as a result of deleting such portion of the Work: (i) COUNCIL may issue a unilateral Change Order deleting the Work and adjusting the price and time as it determines to be equitable; (ii) COUNCIL may issue a Change Order entitling CONTRACTOR to a change in Contract Price or Contract Time upon completion of changed Work or at such earlier time as the change in Contract Price or Contract Time can be determined in accordance with ARTICLE 9, ARTICLE 10, and ARTICLE 11; or (iii) CONTRACTOR may make a claim therefore as provided in ARTICLE 10, ARTICLE 11, and ARTICLE 16. The equitable adjustment, if any, shall be CONTRACTOR's sole remedy, and COUNCIL and A/E will not be liable to CONTRACTOR for other claims, costs, losses, or damages, whether direct, indirect, or consequential, incurred or sustained by CONTRACTOR on or in connection with another project or anticipated project or with other business or bonding relationships.
- 4.5.4 The provisions of Article 4.2 and Article 4.3 relating to subsurface and physical conditions and Underground Facilities are not intended to apply to this Article 4.5 pertaining to Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

## ARTICLE 5. BONDS AND INSURANCE

- 5.1 ***Performance and Payment Bonds.*** CONTRACTOR shall furnish a Performance Bond and a Payment Bond, each in an amount equal to at least 100 percent of the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents.
- 5.1.1 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 current 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 Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. Bonds signed by an agent shall be accompanied by a certified copy of such agent's authority to act.
- 5.1.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or the surety's right to do business is terminated in any state where any part of the Work is located or the surety ceases to meet the requirements of Article 5.1, CONTRACTOR shall, within 10 days thereafter, substitute another Bond and surety, both of which must be acceptable to COUNCIL.
- 5.2 ***Licensed Sureties and Insurers; Certificates of Insurance; Insurance Binders And Policies; Renewal Certificates.***
- 5.2.1 All Bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Minnesota to issue Bonds or insurance policies for the limits and coverages so required. All Bonds and insurance policies for the COUNCIL shall be made in the name "Metropolitan Council". All insurance shall be placed with insurers with Best's rating not less than A:VII.
- 5.2.2 CONTRACTOR shall deliver to COUNCIL certificates of insurance, insurance binders, , renewal certificates (and other evidence of insurance requested by COUNCIL) which CONTRACTOR is required to purchase and maintain in accordance with ARTICLE 5, to Metropolitan Council; Attn.:

Administrative Assistant, Contracts and Procurement Unit; 390 North Robert Street; St. Paul, MN 55101-1805.

- 5.2.3 Failure to deliver or cause to have delivered the required Bonds, original copies of insurance binders, renewal certificates, or other Bonding and insurance related instruments at any time during the term of the Contract may result in the suspension of CONTRACTOR's Work immediately upon receipt of COUNCIL's Written Notice. CONTRACTOR will not be allowed an increase in Contract Price or an extension in Contract Time, or both, directly attributable to any suspension caused by expired insurance policies or the failure to receive renewal certificates or policies.

**5.3 Liability Insurance.** CONTRACTOR shall purchase and maintain for the duration of the Agreement and for any additional period of time as may be required elsewhere in this contract, and at all times thereafter when CONTRACTOR or its subcontractors may be correcting, removing, or replacing Defective Work, such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from or in connection with the performance of the Project by CONTRACTOR, its agents, representatives, employees, or subcontractors:

- 5.3.1 claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- 5.3.2 claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
- 5.3.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
- 5.3.4 claims for damages insured by customary personal injury liability coverage;
- 5.3.5 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;
- 5.3.6 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.
- 5.3.7 Claim for bodily injury or property damage arising out of completed operations; and
- 5.3.8 Claims involving contractual liability insurance applicable to the Contractor's indemnity obligations under Article 6.21.

The policies of insurance so required by this Article to be purchased and maintained shall:

- 5.3.9 with respect to insurance required by Article 5.3.3 through 5.3.7 inclusive, include as additional insureds, on a primary and non-contributory basis, COUNCIL, its officers, agents, and employees and the A/E and its subconsultants, all of whom shall be listed as additional insureds, and include coverage for the respective officer and employees of all such additional insureds. CONTRACTOR's liability insurance policies shall provide cross-liability coverage as would be achieved under standard ISO separation of insureds clause. Additional Insured status shall be provided by the following forms and shall provide coverage to the full limits of the policy(ies):
- .1 General Liability Additional Insured Endorsements ISO CG 20 26 07 04 and CG 20 37 07 04 or their equivalents.
  - .2 Business Auto Policy ISO Form CA 20 48 02 99, or its equivalent.
- 5.3.10 include, but not be limited to, the following specific coverages and be written for not less than the limits of liability or required by Laws or Regulations, whichever is greater;

- .1 Workers' Compensation, covering the CONTRACTOR, with: (i) other States endorsement, (ii) if navigable waterways are adjacent to or on the Work Site, then United States Longshoremen and Harbor Workers Act coverage, and (iii) Coverage B
- Employer's Liability, including maritime (if applicable)
- 1.1 Limit of Liability: Statutory compensation and Employer's Liability of: (i) \$1,000,000 each accident; (ii) \$1,000,000 disease, each employee; and (iii) \$1,000,000 disease, policy limit
- .2 Commercial General Liability insurance on an occurrence form ISO CG 00 01 12 04 (or its equivalent) and, if necessary, commercial umbrella insurance, including: (i) Personal Injury and Advertising liability; (ii) Broad Form Property damage; (iii) Premises and Operations; (iv) Elevator and Escalators (if any under this Agreement); (v) Independent Contractors (let or sublet work); (vi) Completed Operations and Products liability (which shall be maintained for two years after Substantial Completion); (vii) Contractual liability for CONTRACTOR's indemnity obligations assumed in ARTICLE 6. Policy must also be endorsed with ISCO CG 24 17 10 01, or it's equivalent, if any Work will be within 50' of a Railroad; (viii) Explosion, Collapse, and Underground; (ix) Incidental Medical Malpractice; (x) Non- Owned Watercraft; (xi) Limited Worldwide liability; (xii) Fire Legal liability; (xiii) Extended Bodily Injury; (xiv) Automatic coverage for Newly Acquired Organizations; and (xvi) Host Liquor liability.
- 2.1 Limit of Liability: (i) Per Occurrence, \$5,000,000; (ii) Annual Aggregate, \$10,000,000 per location or project; (iii) Products/Completed Operations, \$5,000,000 aggregate; (iv) Personal and Advertising Injury, \$5,000,000 aggregate, and \$5,000,000 occurrence; (v) Fire Damage, \$50,000 any one fire; and (vi) Medical Expense, \$5,000 any one person;
- .3 Business Auto Coverage, ISO form CA 00 01 (1990 or later edition) and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$1,000,000 each accident.
- 3.1 Policy shall provide coverage for Liability for Any vehicle (including owned, hired, and non-owned).
- 3.2 Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.
- 3.3 The Metropolitan Council, its officers, agents and employees shall be included as an additional insured by endorsement, ISO Form CA 20 48 02 99 or equivalent
- 3.4 Policy must provide endorsement CA 20 70 10 01, or its equivalent, showing COUNCIL as designated railroads for work performed under this agreement.
- .4 Aviation liability insurance, if aircraft of any kind is used (including, but not limited to, the use of drones) by the CONTRACTOR or Subcontractor, including: (i) bodily injury; (ii) property damage; (ii) personal injury and (iv) passenger liability.
- 4.1 Limit of Liability: \$1,000,000 each occurrence;

.5 Watercraft liability insurance, if watercraft of any kind is used by the CONTRACTOR or Subcontractor, including: (i) bodily injury; (ii) property damage; and (iii) passenger liability.

5.1 Limit of Liability: Combined Single Limit (Bodily Injury and Property Damage), \$1,000,000 each occurrence;

.6 Contractor Pollution Liability (CPL)

Contractor shall maintain this coverage with limits not less than \$1,000,000 each claim and \$2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, including loss of use of property, clean-up costs, defense (including costs and expenses incurred in the investigation, defense, or settlement of claims), products and/or completed operations, and contractual liability. Coverage shall also be provided for transport of waste and non-owned disposal sites, if contractor is disposing of waste.

6.1 The Metropolitan Council shall also be listed as an insured on such policy.

6.2 If CPL policy is written on a claims-made basis, then retroactive date must precede the earlier of either i.) the effective date of this contract, or ii.) the date work begins and shall provide an extended reporting period.

5.3.11 Include cross claim and severability of interest endorsements for losses due to the negligence, omission, or other conduct of the CONTRACTOR or Subcontractors. All liability insurance maintained by the CONTRACTOR shall be primary insurance without right of contribution by any insurance or self-insurance carrier by the COUNCIL, and shall be endorsed to provide COUNCIL and A/E, and their agents, employees, officers, officers and A/E's subconsultants as primary additional insureds;.

5.3.12 [Reserved.]

5.3.13 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 (10 days for non-payment of premium) has been given to COUNCIL and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued.;

5.3.14 With respect to completed operations insurance remain in effect for at least two years after final payment (and CONTRACTOR shall furnish COUNCIL and each other additional insured to whom a certificate of insurance has been issued evidence satisfactory to COUNCIL and any such additional insured of continuation of such insurance at final payment and one year thereafter); and

5.3.15 Shall be written on an occurrence type basis only.

5.3.16 Each policy shall be endorsed, or shall contain a provision, stating that the insurer agrees to waive all rights of subrogation against the Council, its members, agents and employees, for losses arising out of the performance of this contract.

**5.4 *Property Insurance. Builder's Risk*** The COUNCIL shall be responsible for purchasing and maintaining "All Risk" or equivalent Builder's Risk policy insuring the interest of the COUNCIL,

CONTRACTOR, Subcontractors of all tiers, and Vendors and Suppliers with respect to their activities at the project site only. Coverage on an "All Risk" or equivalent basis shall include sub-limited coverage for the perils of flood, earthquake, and pollution cleanup expense (arising from an otherwise covered loss).

5.4.1 The Builder's Risk policy will cover all project works, materials, supplies (including false work and consumables), and equipment that are intended for construction and specific installation in the

Project while such materials, supplies, and equipment are located at the Project site, in transit, and while temporarily located away from the Project Site for the purpose of repair, adjustment, or storage at the risk of one of the insured parties.

- 5.4.2 Any property not covered by the Builder's Risk policy, such as the CONTRACTOR's or any tier Subcontractor's, suppliers or vendors licensed motor vehicles or personal property, including job trailers, machinery, tools, equipment, and property of a similar nature not destined to become a part of the Project, shall be the responsibility of the Contractor or Subcontractor at any tier, and such person or organization may self insure or provide other insurance at its option for the same.
- 5.4.3 Waiver of Liability: COUNCIL will not be responsible for loss or damage, including consequential loss or damage, to property of any kind owned, borrowed, rented, or leased by the CONTRACTOR, Subcontractors of all tiers, and/or the CONTRACTOR's/Subcontractors' employees, servants or agents.
- 5.4.4 Waivers of Subrogation: The COUNCIL and CONTRACTOR waive all rights against each other and any of their Subcontractors, sub-subcontractors, for damages caused by fire or other causes of loss to the extent covered by Builders Risk insurance obtained pursuant to the provisions of Section 5.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the COUNCIL as fiduciary. The COUNCIL or CONTRACTOR, as appropriate, shall require of the Architect, and the Architect's subcontractors of all tiers, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 5.4.5 All losses and claims shall be immediately reported by the CONTRACTOR to the COUNCIL and applicable insurance carrier, under loss notice procedures, as directed by the COUNCIL. CONTRACTOR(s) shall fully cooperate with the COUNCIL and the insurance carrier(s) in the adjustment of the loss to include providing necessary documentation and support in proving the loss and submission of a Sworn Proof of Loss (if required).
- 5.4.6 Any loss insured under Section 5.4 is to be adjusted with COUNCIL and made payable to the COUNCIL as trustee for all insured parties, as their interests may appear. COUNCIL shall pay CONTRACTOR a just share of any insurance moneys received by COUNCIL, and by appropriate agreement, written where legally required for validity, shall require CONTRACTOR to make payments to the Subcontractors and lower tiered sub-subcontractors in similar manner.
- 5.4.7 CONTRACTOR shall be responsible for payment of the first \$10,000 of such deductible on each and every loss occurrence that results from the negligence of CONTRACTOR or any tier Subcontractor. CONTRACTOR may self-insure or obtain insurance to cover its responsibility, at its option. COUNCIL will be responsible for the amount of any loss occurrence in excess of the deductible amount, up to the Builder's Risk policy limit as it may be applied to any loss under the Contract.
- 5.4.8 Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise.
- 5.4.9 Boiler and Machinery Insurance. The COUNCIL shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the COUNCIL; this insurance shall include interests of the COUNCIL, CONTRACTOR, Subcontractors, and sub-subcontractors in the Work, and the COUNCIL and CONTRACTOR shall be named insureds.

5.4.10 **Loss of Use Insurance:** The COUNCIL, at the COUNCIL's option, may purchase and maintain such insurance as will insure the COUNCIL against loss of use of the COUNCIL's property due to fire or other hazards, however caused. Any insurance proceeds shall be for the sole account of the Council.

**5.5 Railroad Protective Liability Insurance.** If required by a Railroad, or the Council, CONTRACTOR shall purchase and maintain railroad protective liability insurance, which shall list the interest of the railroad as the insured, with limits no less than required by the Railroad.

**5.6 Evidence of Bonds and Insurance, and Non-Cancellation.** CONTRACTOR shall provide the below indicated number of evidences of Bonds and insurance certificates, and insurance binders to the COUNCIL from companies approved and licensed by the State of Minnesota and in a form acceptable to the COUNCIL as follows:

5.6.1 Within 10 days after issuance of the Notice of Award, 2 copies of Performance and Payment Bonds showing coverages and requirements of Article 5.1 have been purchased.

5.6.2 Within 10 days after issuance of the Notice of Award, 2 copies of certificates of insurance showing that coverages and requirements of Article 5.3 and Article 5.5, have been purchased.

5.6.3 Within 10 days after issuance of Notice of Award, 2 copies of insurance policies showing that coverages and requirements of Article 5.5, if applicable, have been purchased.

5.6.4 No later than 30 days prior to the expiration of a policy, 2 copies of insurance certificates or insurance binders evidencing renewal of the coverages.

**5.7 Copies of Endorsements.** Copies of actual endorsements **shall** be provided whenever COUNCIL or A/E are to be listed as an additional insured; obligations of this paragraph may not be met by listing COUNCIL and A/E an additional insured on CONTRACTOR's certificates of insurance

**5.8 Insurance Contents.** The COUNCIL is not obligated to review certificates or other evidence of insurance, or to advise the CONSULTANT of any deficiencies in such documents, and receipt thereof will not relieve the CONSULTANT from, nor be deemed a waiver of the COUNCIL's right to enforce, the terms of the CONSULTANT's obligations hereunder. The COUNCIL will have the right to examine any policy required by this Contract. All insurance certificates, binders, and policies (and other evidence of insurance requested by COUNCIL) shall contain:

5.8.1 COUNCIL's designated project name, project number, and contract number'

5.8.2 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 (by certified mail) has been given to COUNCIL and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Article entitled "Waiver of Rights" within ARTICLE 5;

5.8.3 a statement making reference to **Document 00700 General Conditions** and **Document 00800 Supplementary Conditions**, and indicating that such insurance is being furnished because of, and is in accordance with, said provisions;

5.8.4 evidence of Additional Insureds required by Contract, including coverage forms

**5.9 Failure to Obtain.** Failure of the CONTRACTOR to obtain any insurance required by the Contract Documents, or failure or decision of COUNCIL to require the CONTRACTOR to obtain any said insurance, shall not relieve the CONTRACTOR of any responsibility pursuant to the Contract Documents or transfer to COUNCIL any risk hereunder.

- 5.10 Duration of Insurance Coverage.** All insurance required to be purchased and maintained by the CONTRACTOR shall remain in effect until final payment, or longer if required elsewhere in this contract, and at all times thereafter when CONTRACTOR or Subcontractors may be correcting, removing, or replacing Defective Work in accordance with ARTICLE 12
- 5.11 Waiver of Rights.** All policies purchased in accordance with Article 5.4 will protect COUNCIL, CONTRACTOR, Subcontractors, and A/E and all other persons or entities listed as additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby.
- 5.11.1 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 additional insureds thereunder. CONTRACTOR waives all rights against COUNCIL and its respective officers, directors, employees, and agents from all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, A/E and all other persons or entities listed as additional insureds 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 COUNCIL as trustee or otherwise payable under any policy so issued.
- 5.11.2 In addition, CONTRACTOR waives all rights against COUNCIL, Subcontractors, and A/E and the officers, directors, employees, and agents of 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 COUNCIL's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by COUNCIL; and
  - .2 loss or damage to the completed Work or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Work or part thereof by COUNCIL during partial utilization pursuant to Article 14.9, after Substantial Completion pursuant to Article 14.7 or after final payment pursuant to Article 14.12.
- Any insurance policy maintained by CONTRACTOR covering any loss, damage, or consequential loss referred to in this paragraph 5.11.2 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 or recovery against any of COUNCIL, Subcontractors, and A/E and the officers, director, employees and agents of any of them.
- 5.12 Receipt and Application of Insurance Proceeds.** Any insured loss under the policies of insurance required by Article 5.5 and Article 5.6 will be adjusted with COUNCIL and made payable to COUNCIL as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Article 5.13. COUNCIL will deposit in a separate account any money so received, and will 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.
- 5.13 Loss Adjustment.** COUNCIL as fiduciary shall have power to adjust and settle any loss with the insurers for insurance required under Article 5.4 unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to COUNCIL's exercise of this power. If such objection be made, COUNCIL 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, COUNCIL as fiduciary shall adjust and settle the loss with the insureds, and if required in writing by any party in interest, COUNCIL as fiduciary shall give bond for the proper performance of such duties.

- 5.14 Acceptance of Bonds and Insurance, Option to Replace.** While COUNCIL is not obligated to review and approve, ff CONTRACTOR does not purchase or maintain all of the Bonds and insurance required of the Contract Documents, COUNCIL may elect to obtain equivalent Bonds or insurance to protect the COUNCIL's interests at the expense of the CONTRACTOR who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.
- 5.15 Partial Utilization - Property Insurance.** If COUNCIL finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with Article 14.9; provided that no such use or occupancy shall commence before the insurers providing the property insurance 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.
- 5.16 Commencement of Work.** CONTRACTOR shall not commence Work under the Agreement until all Bonds and insurance required by ARTICLE 5 have been obtained and proof thereof provided to the COUNCIL. Nor shall the CONTRACTOR allow any Subcontractor to commence work until such Subcontractor has obtained insurance against the risks set forth above.
- 5.17 Continuation of Work.** If CONTRACTOR fails to replace an expired Bond; a bankrupt, insolvent, or terminated Surety; an expired insurance policy; or a bankrupt, insolvent, or terminated insurer within the time constraints identified in ARTICLE 5, then COUNCIL may suspend CONTRACTOR's work immediately upon delivery of Written Notice. CONTRACTOR shall not resume work until the Bond or insurance has been found acceptable by COUNCIL and a Written Notice has been issued. CONTRACTOR will not be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension caused by expired policies or by bankrupt, insolvent, or terminated providers.

## ARTICLE 6. CONTRACTOR's RESPONSIBILITIES

- 6.1 Supervision.** 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 and to see that the completed Work complies accurately with the Contract Documents.
- 6.2 Superintendence.** CONTRACTOR shall designate in writing and assign to the Work at all times during its progress a project manager and field superintendent satisfactory to COUNCIL, neither of whom shall be replaced without Written Notice to COUNCIL. Communications to the project manager or field superintendent shall be as binding as if given to CONTRACTOR. Unless CONTRACTOR otherwise informs COUNCIL in writing, CONTRACTOR's project manager and field superintendent each shall be deemed to have full authority to act for and on behalf of CONTRACTOR on matters arising out of or resulting from the Contract Documents.
- 6.3 Labor.** CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work pursuant to the Contract Documents. CONTRACTOR shall maintain good discipline and order at the Site. Work at the Site may be performed between the hours of 7:00 A.M. and 6:00 P.M., except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto. CONTRACTOR shall not permit overtime work or the performance of Work on Saturday, Sunday, legal holiday (as observed by COUNCIL), or between the hours of 6:00 P.M. and 7:00 A.M. without Written Notice to CAR given at least 24 hours prior thereto and receipt of COUNCIL's written consent thereto.
- 6.4 Material and Equipment.** CONTRACTOR shall furnish and assume full responsibility for 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 furnishing, performance, testing, start-up, and completion of the Work. CONTRACTOR also shall assume full responsibility, including without limitation coordination of delivery, storage, inspection or rejection, installation, and conformance with Contract Documents, for materials and equipment, which are: (i) furnished to CONTRACTOR by COUNCIL; or (ii) delivered to CONTRACTOR by suppliers under purchase orders or procurement contracts entered into by COUNCIL but assigned to CONTRACTOR pursuant to the Contract Documents.

- 6.4.1 Contractor warrants that material and equipment to be incorporated into the Work shall be new, except as otherwise provided in the Contract Documents, and of good quality, free from faults and defects and in conformance with the Contract Documents. Warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of COUNCIL. Material and equipment to be incorporated into the Work shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.
- 6.4.2 Material and equipment to be incorporated into the Work shall be stored to ensure the preservation of their quality and fitness for the Work. Stored material and equipment to be incorporated in the Work shall be stored in locations acceptable to COUNCIL.
- 6.4.3 Material and equipment to be incorporated into the Work shall not be purchased by CONTRACTOR or any Subcontractor subject to a chattel mortgage or under a conditional sales contract or security agreement under which an interest or lien is retained by the Seller. Clear title shall pass to COUNCIL upon payment.
- 6.4.4 Where Drawings are diagrammatic in nature, CONTRACTOR shall include, in its Bid, all costs associated with changes necessary to accommodate structures, buildings, piping, mechanical Work, electrical Work, materials or equipment being offered by CONTRACTOR, as well as the cost of preparing detailed Shop Drawings showing such changes.

**6.5** ***Progress Schedule.*** CONTRACTOR shall adhere to the progress schedule established in accordance with ARTICLE 2 and **Division 1 General Requirements** as it may be adjusted from time to time.

**6.6** ***Subcontractors, Suppliers and Others.*** CONTRACTOR shall not employ any Subcontractor, Supplier, or other person or organization, whether initially or as a substitute, against whom COUNCIL may have reasonable objection.

- 6.6.1 CONTRACTOR shall be fully responsible to COUNCIL for all acts and omissions of its Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract or purchase order with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization a contractual relationship between COUNCIL or A/E and such Subcontractor, Supplier, or other person or organization, nor shall it create obligation on the part of COUNCIL or A/E to pay or to see to the payment of moneys due such Subcontractor, Supplier or other person or organization.
- 6.6.2 CONTRACTOR shall be solely responsible for scheduling, coordinating, and supervising the Work of Subcontractors, Suppliers, and other persons and organizations performing or furnishing the Work under a direct or indirect contract or purchase order with CONTRACTOR. CONTRACTOR shall require Subcontractors, Suppliers, and other persons and organizations performing or furnishing the Work to communicate with the COUNCIL through CONTRACTOR.
- 6.6.3 The division and sections of the Specifications and the identifications of Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating Work to be performed by specific trades.

- 6.6.4 Work performed for CONTRACTOR by a Subcontractor or Supplier shall 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 COUNCIL. Each Subcontractor and Supplier in turn shall obtain the same agreement from its lower tier Subcontractors and Suppliers.
- 6.6.5 Whenever such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in ARTICLE 5, the agreement between CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against COUNCIL, CONTRACTOR, A/E, A/E's subconsultants and all other additional insured for all losses and damages caused by, arising out of or resulting from the perils covered by such policies and other property insurance applicable to the Work. If the insurers on such policies require separate waiver forms to be signed by Subcontractor or Supplier, CONTRACTOR shall obtain the same.
- 6.7 **Patent Fees and Royalties.** CONTRACTOR shall pay license fees and royalties and assume 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 COUNCIL or A/E its use is subject to patent rights or copyrights calling for the payment of license fee or royalty to others, the existence of such rights shall be disclosed by COUNCIL in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless COUNCIL, A/E, A/E's subconsultants, and the officers, directors, employees, agents, and other subconsultants of each and any of them from and against claims, costs, losses, and damages arising out of or resulting from 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.
- 6.8 **Permits.** CONTRACTOR shall obtain and pay for construction permits and licenses. CONTRACTOR shall pay governmental charges and inspection fees necessary for the prosecution of the Work. CONTRACTOR shall pay charges of such utility owners for connections to the Work as indicated in **Division 1 General Requirements**.
- 6.9 **Compliance with Laws and Regulations.** CONTRACTOR shall comply with applicable Laws and Regulations. CONTRACTOR shall protect and indemnify the COUNCIL from and against claims, costs, losses, and damages caused by, arising out of, or relating to any violation of Laws and Regulations.
- 6.9.1 CONTRACTOR shall give notices and comply with Laws and Regulations applicable to furnishing and performance of the Work. Neither COUNCIL nor A/E shall be responsible for monitoring CONTRACTOR's compliance with Laws or Regulations.
- 6.9.2 Although it is not CONTRACTOR's primary responsibility to make certain that the Contract Documents are in accordance with Laws and Regulations, CONTRACTOR shall not be relieved of its obligations hereunder and under ARTICLE 3, if CONTRACTOR performs Work knowing or having reason to know that it is contrary to Laws or Regulations. CONTRACTOR shall bear, and shall indemnify COUNCIL from and against claims, costs, losses, and damages caused by, arising out of, or resulting therefrom.
- 6.10 **Taxes.** CONTRACTOR shall pay sales, consumer, use, and other similar taxes, and all withholding taxes, welfare and benefit contributions, and social security taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of Minnesota, the United States, and other local taxing authorities.
- 6.11 **Use of Premises.** CONTRACTOR shall confine construction operations to authorized times, and to

allowable noise and emission levels, and shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the areas identified in and permitted by the Contract Documents and other areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

- 6.11.1 CONTRACTOR shall assume full responsibility for damage to such area, or to the owner or occupant thereof or of adjacent areas, resulting from the performance of the Work.
  - 6.11.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove waste materials, rubbish, and debris from and about the premises as well as tools, appliances, construction equipment, machinery, and surplus materials. CONTRACTOR shall leave the Site clean and ready for occupancy by COUNCIL at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.
  - 6.11.3 Should a claim be made by such owner or occupant because of the performance of the Work, CONTRACTOR shall immediately settle with such other party by negotiation or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless COUNCIL, A/E, A/E's subconsultants and anyone directly or indirectly employed by them from and against claims, costs, losses, and damages arising out of, or resulting from claim or action, legal or equitable, brought by such owner or occupant against COUNCIL, A/E or another party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.
- 6.12 *Shoring, Bracing or Loading.*** CONTRACTOR shall not brace, shore, or load, nor permit any portion or all of a structure to be braced, shored, or loaded, in a manner that will endanger the Work, nor shall CONTRACTOR subject any portion of the Work or adjacent property to stresses or pressures that will endanger it. Temporary bracing, shoring, and loading designs shall be prepared and certified by a professional engineer registered in the State of Minnesota retained by CONTRACTOR.
- 6.13 *Record Documents.*** CONTRACTOR shall maintain in a safe place at the Site one portable electronic record copy of Drawings, Specifications, Addenda, Change Orders, Field Orders, approved Samples and Shop Drawings, and written interpretations and clarifications (issued pursuant to ARTICLE 9) in good order and annotated to show changes made during construction. These record copies shall be available to CAR for reference and a current portable electronic copy delivered each month to the CAR. If the COUNCIL identifies in the Contract Documents that portions of the Work that are substantially complete will be utilized prior to Substantial Completion of the entire Work, the CONTRACTOR shall furnish the COUNCIL one portable electronic copy of the record documents for that substantially complete portion of the Work with the request for certification of Substantial Completion (see Article 14.9). Upon Substantial Completion of the entire Work, the CONTRACTOR shall furnish the COUNCIL one portable electronic copy of the record documents for the entire Work. Prior to final Application for Payment, the CONTRACTOR shall furnish the COUNCIL one portable electronic copy of all changes to the record documents since Substantial Completion.
- 6.14 *Safety and Protection.*** CONTRACTOR shall be responsible for compliance with Laws and Regulations for initiating, maintaining, and supervising safety precautions and programs in connection with the Work. CONTRACTOR shall take necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.14.1 persons on or off the Work Site who may be affected by the Work;
  - 6.14.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

- 6.14.3 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.

CONTRACTOR shall comply with applicable Laws and Regulations of public bodies having jurisdiction for safety of persons or property or to protect them 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, 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.

Damage, injury, or loss to, property referred to in paragraph 6.14.2 and paragraph 6.14.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, either jointly or separately, shall be remedied by CONTRACTOR (except damage or loss solely attributable to the fault of Contract Documents or to the acts or omissions of COUNCIL, A/E, or A/E's subconsultant or anyone employed by any of them or anyone for whose acts any of them may be liable).

CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as the Work is completed and accepted by COUNCIL by the making of final payment.

- 6.15 *Safety Representative.*** 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.
- 6.16 *Hazard Communication Programs.*** CONTRACTOR shall be responsible for coordinating exchange of materials safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers and COUNCIL at the Site in accordance with Laws and Regulations.
- 6.17 *Emergencies.*** In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from COUNCIL, is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give COUNCIL immediate Written Notice if CONTRACTOR believes that significant changes in the Work or variations from the Contract Documents have been caused thereby. If CAR determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency a Change Order will be issued to document the consequences of such action.

**6.18 *Shop Drawings and Samples.***

- 6.18.1 CONTRACTOR shall submit Shop Drawings for review and approval in accordance with ARTICLE 2 and **Division 1 General Requirements.**

- 6.19 *Continuing the Work.*** CONTRACTOR shall carry on the Work and adhere to the progress schedule during disputes or disagreements with COUNCIL. No Work shall be delayed or postponed pending resolution of disputes or disagreements, except as directed by COUNCIL, as permitted by ARTICLE 15, or as COUNCIL and CONTRACTOR may otherwise agree in writing.

**6.20 *CONTRACTOR's General Warranty and Guarantee.***

- 6.20.1 CONTRACTOR warrants and guarantees to COUNCIL that the Work will be in accordance with the Contract Documents and will not be Defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damages caused by:

- 6.20.1.1 abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, or Suppliers, or persons or entities under the control of any of them; or

6.20.1.2 normal wear and tear under normal usage.

6.20.2 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:

6.20.2.1 observations by COUNCIL or A/E;

6.20.2.2 recommendation of progress or final payment by CAR;

6.20.2.3 the issuance of a certificate of Substantial Completion or payment by COUNCIL to CONTRACTOR under the Contract Documents;

6.20.2.4 use or occupancy of the Work or portion thereof by COUNCIL;

6.20.2.5 acceptance by COUNCIL or failure to do so;

6.20.2.6 review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by COUNCIL;

6.20.2.7 inspection, test, or approval by CAR or others; or

6.20.2.8 correction of Defective Work by COUNCIL.

**6.21 Indemnification.** To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify, defend, and hold harmless COUNCIL, A/E, A/E's subconsultants and the officers, directors, employees, agents, and other subconsultants of each and any of them from and against claims, costs, losses, and damages caused by, arising out of, or resulting from the performance of the Work, provided that such claim, cost, loss, or damage: (i) 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; and (ii) is caused in whole or in part by negligent act or omission of CONTRACTOR, Subcontractor, Supplier, person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity. This indemnity is cumulative and not in limitation of rights of indemnity or contribution granted by other provisions of the Contract Documents or by Laws and Regulations.

6.21.1 In claims against COUNCIL or A/E or their respective subconsultants, agents, officers, directors, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, Subcontractor, Supplier, person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under ARTICLE 6 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 person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.21.2 The indemnification obligations of CONTRACTOR under ARTICLE 6 shall not extend to the liability of A/E and A/E's subconsultants, officers, directors, employees, or agents caused by the professional negligence, errors or omissions of any of them.

## **6.22 Conflict of Interest**

6.22.1 "An organizational conflict of interest" occurs when any of the following circumstances arise:  
a Lack of Impartiality or Impaired Objectivity. When the CONTRACTOR is unable, or

potentially unable, to provide impartial or objective assistance or advice to the COUNCIL due to other activities, relationships, contracts, or circumstances.

- b Unequal Access to Information. The CONTRACTOR has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c Biased Ground Rules. During the conduct of an earlier procurement, the CONTRACTOR has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

- 6.22.2 A "personal conflict of interest" exists when: (1) a COUNCIL employee or officer, or an employee or officer of any agency interested in this Contract, and any people closely related to such employees or officers has a financial interest in the CONTRACTOR's business or this Contract; or (2) a person associated with the CONTRACTOR has an interest which would conflict in any manner or degree with the CONTRACTOR's performance of this Contract.
- 6.22.3 The CONTRACTOR certifies that, to the best of its knowledge and belief, and except as disclosed prior to or with its bid package, there are no relevant facts or circumstances which could give rise to a personal or organizational conflict of interest in connection with this Contract. The CONTRACTOR further certifies that: (1) no one except the CONTRACTOR's bona fide employees or designated agents or representatives has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and (2) the CONTRACTOR and its agents, employees, and representatives have not offered or given, and will not offer or give any gratuities, gifts, favors, entertainment, or offers of employment to any official, member, or employee of the COUNCIL or other governmental agency to secure this Contract or to secure favorable treatment with respect to the awarding or amending, or the making or any determination with respect to the performance of this Contract.
- 6.22.4 If the CONTRACTOR learns of facts or circumstances which could give rise to a conflict of interest during the term of this Contract, the CONTRACTOR will immediately notify the COUNCIL in writing. The notice must include a full disclosure and the CONTRACTOR's proposal for avoiding, mitigating, or neutralizing the conflict. The COUNCIL retains the right to take other appropriate action to eliminate the organizational conflict of interest and the CONTRACTOR shall cooperate as reasonably requested by the Council. If, in the Council's sole discretion, the conflict of interest cannot be adequately avoided, neutralized, or mitigated the Council may cancel this Contract. If the Council determines, in its sole discretion, that the CONTRACTOR was aware of any conflict of interest described in this section prior to award and execution of this Contract, and failed to disclose it, the COUNCIL may terminate this Contract for default.
- 6.22.5 The provisions of this clause must be included in all subcontracts for work to be performed under this Contract, with the terms "Contract," "CONTRACTOR" and "COUNCIL" modified appropriately to preserve the COUNCIL's rights.

**6.23 *Survival of Obligations.*** Representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as continuing obligations indicated in the Contract Documents, will be cumulative and will survive final payment, completion, and acceptance of the Work, and termination or completion of the Agreement.

## ARTICLE 7. SITE ACCESS AND OTHER WORK

- 7.1 Related Work at Site.** COUNCIL may perform other work at the Site by COUNCIL's own forces, or let other contracts therefor, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) Written Notice thereof will be given to CONTRACTOR prior to starting such other work, and (ii) CONTRACTOR may make a claim therefor as provided in ARTICLE 10, ARTICLE 11, and ARTICLE 16 if CONTRACTOR believes that such performances will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.
- 7.2 Separate Contractors.** CONTRACTOR shall afford each other contractor who is a party to such a contract and each utility owner (and COUNCIL, if COUNCIL is performing the additional work with COUNCIL's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the work with CONTRACTOR's Work. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of COUNCIL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this Article 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 contracts between COUNCIL and such utility owners and other contractors.
- 7.3 Work of Others.** If the proper execution or results of any portion of CONTRACTOR's Work depends upon work performed by others under this ARTICLE 7, CONTRACTOR shall inspect such other work and immediately report to COUNCIL in writing 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 report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.
- 7.4 Authorized Visitors.** Contractor shall afford COUNCIL and visitors authorized by COUNCIL, when accompanied by CAR or other COUNCIL representative, proper, safe, and full access to the Site during normal work hours. No operations or portions of the Work shall be claimed to be confidential or proprietary. CONTRACTOR shall notify COUNCIL immediately and in writing of any claimed interference with operations caused by COUNCIL authorized visits.

## **ARTICLE 8. COUNCIL RESPONSIBILITIES**

- 8.1 Communications.** COUNCIL will issue communications to CONTRACTOR through CAR.
- 8.2 Data.** COUNCIL will furnish promptly the data required of COUNCIL under the Contract Documents.
- 8.3 Site Information.** COUNCIL's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in ARTICLE 4.
- 8.4 Insurance.** COUNCIL has no responsibilities to purchase or maintain liability or property insurance. See ARTICLE 5.
- 8.5 Changes.** COUNCIL is obligated to execute Change Orders as indicated in ARTICLE 9.
- 8.6 Tests and Inspections.** COUNCIL's responsibilities in respect of certain inspections, tests, and approvals are set forth in ARTICLE 12.
- 8.7 Suspension and Termination.** In connection with COUNCIL's right to stop Work or suspend Work, see ARTICLE 12 and ARTICLE 15. ARTICLE 15 sets forth COUNCIL's right to terminate services of

CONTRACTOR under certain circumstances.

- 8.8 Construction.** COUNCIL will 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 failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. COUNCIL will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.
- 8.9 Environmental.** COUNCIL extent of responsibility for undisclosed Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials uncovered or revealed at the Site is set forth in ARTICLE 4.

## **ARTICLE 8A. OR-EQUAL ITEMS AND SUBSTITUTE CONSTRUCTION METHODS.**

- 8A.1 Or-Equal Items.** 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 establishes the type, function, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, other items of material or equipment of other Suppliers may be accepted by COUNCIL, if in COUNCIL's sole discretion the item of material or equipment proposed by CONTRACTOR is equal to that named and sufficiently similar so that no change in related Work will be required. Data to be provided by CONTRACTOR in support of a proposed "or-equal" item will be at CONTRACTOR's expense.
- 8A.2 Substitute Construction Methods:** If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may propose to furnish or utilize a substitute means, method, technique, sequence, or procedure of construction acceptable to COUNCIL. CONTRACTOR shall submit sufficient information to allow COUNCIL to determine whether the substitute proposed may be authorized upon terms and conditions acceptable to COUNCIL.
- 8A.3 COUNCIL's Evaluation:** COUNCIL will be allowed a reasonable time within which to evaluate a proposal or submittal made pursuant to ARTICLE 8A. COUNCIL will be the sole judge of acceptability. No "or-equal" item shall be installed without an approved shop drawing. No substitute construction method shall be utilized without an executed change order. COUNCIL may require CONTRACTOR to furnish at CONTRACTOR's expense a special indemnity, performance guarantee or other security as a condition for approval of an "or-equal" or substitute construction method. COUNCIL will record costs incurred by COUNCIL and A/E in evaluating substitute construction methods proposed or submitted by CONTRACTOR pursuant to ARTICLE 8A.2 and in making changes in the Contract Documents (or in the provisions of another contract with COUNCIL for other work on the Project) occasioned thereby. Whether or not COUNCIL accepts a substitute construction method so proposed by CONTRACTOR, CONTRACTOR shall reimburse COUNCIL for the Council's costs and the charges of its A/E(s) for evaluating each such proposal.
- 8A.4 Contractor's Responsibility:** Approval of "or-equal" items or substitute construction methods by COUNCIL shall not relieve CONTRACTOR from its obligation to furnish Work in conformance with the Contract Documents.

## **ARTICLE 9. CHANGES IN THE WORK**

- 9.1 COUNCIL's Change Authorization.** Without invalidating the Agreement and without notice to surety, COUNCIL may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such additions, deletions, or revisions will be authorized by a Change Order or Field Order. Upon receipt of such document, CONTRACTOR shall immediately proceed with the Change Order or Field Order involved which will be performed under the applicable conditions of the Contract Documents.

- 9.2** ***CONTRACTOR's Request for Change Order.*** If CONTRACTOR believes itself entitled to a change of the Contract Price or Contract Time pursuant to the Contract Documents or otherwise, CONTRACTOR shall immediately, and prior to proceeding with the Work which is the basis of the claimed change, request in writing a Change Order and shall submit a certified claim in writing to the CAR pursuant to ARTICLE 16.
- 9.2.1 CONTRACTOR's requests for Change Order shall set forth the basis of the claim for additional Contract Price or Contract Time, and such claim and computation shall be certified in accordance with ARTICLE 10, ARTICLE 11, and ARTICLE 16. If CONTRACTOR is unable at the time of request to provide detailed technical and accounting information and data, including but not limited to cost and pricing data as provided in ARTICLE 10, to support its request, the request for Change Order shall so state and a claim certified in accordance with ARTICLE 16, together with such information shall be submitted to COUNCIL within 90 Days of the date of the request or such longer period as may be authorized in writing by CAR.
- 9.2.2 CAR will decide and inform CONTRACTOR in writing as to whether or not a change has occurred, and CAR's decision shall be final and binding on CONTRACTOR, unless arbitrary and capricious. If CAR believes that CONTRACTOR may be entitled to an increase or decrease in Contract Price or Contract Time, CAR and CONTRACTOR shall proceed to agree upon the proposed change in Contract Price or Contract Time. CAR will then forward the proposed Change Order and recommendation for approval to COUNCIL for appropriate action. If CAR finds that CONTRACTOR is not so entitled, CONTRACTOR may, if it does not accept such determination, request review pursuant to ARTICLE 16. If CAR determines that the amount of Contract Price or Contract Time involved is not susceptible to determination at such time pursuant to ARTICLE 9, ARTICLE 10, and ARTICLE 11, CAR will issue a Change Order under ARTICLE 9 to authorize performance of changed Work prior to final adjustment of Contract Price or Contract Time.
- 9.2.3 Failure of CONTRACTOR to so request a Change Order in writing and to give such timely notice, or failure to provide technical and accounting support for the certified claim within the time indicated in paragraph 9.2.1 after requesting a Change Order, shall waive the right of CONTRACTOR to claim an increase or equitable adjustment of Contract Price or Contract Time arising from the cause so involved.
- 9.2.4 The procedure for notice and request of Change Order provided herein and the Dispute Resolution Procedure in ARTICLE 16 shall apply to all claims for additional Contract Price or Contract Time by CONTRACTOR arising out of or relating to the Contract Documents or to conduct, acts, or omissions arising out of or related to performance of the Work, and whether for damages, compensation, or otherwise by reason of breach of contract, tort, or mixture thereof. Such procedure is intended to give COUNCIL an opportunity to have notice of and make provision and procedure so as to avoid or mitigate additional Contract Price or Contract Time. CONTRACTOR agrees that it will comply strictly with such notice and request for Change Order procedures and acknowledges CONTRACTOR's claim for additional Contract Price and Contract Time shall be barred if CONTRACTOR has not acted in strict accordance with this ARTICLE 9.
- 9.3** ***CONTRACTOR to Proceed.*** After submitting Written Notice and making request for Change Order, CONTRACTOR shall proceed with the Work as directed by COUNCIL, whether or not covered by the request for Change Order and shall not cease or stop the Work or portion thereof pending issuance of said Change Order, or the decision of CAR, or resolution of dispute arising therefrom.
- 9.4** ***Adjustment of Contract Price and Contract Time.*** If COUNCIL and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment in the Contract Time that should be allowed as a result of a Change Order, or a CONTRACTOR Request for Change Order: (i) the COUNCIL may issue a unilateral Change Order directing that the Work be performed at a price it determines to be equitable; or (ii) the COUNCIL may issue a Change Order entitling the CONTRACTOR to an adjustment of Contract Price or Contract Time upon completion of the changed Work, or at such time as adjustment of Contract Price or Contract Time can be determined in accordance with ARTICLE 9, ARTICLE 10, and ARTICLE 11; or (iii) a claim may be made therefor as provided in ARTICLE 10, ARTICLE

11, and ARTICLE 16.

- 9.5 Notice to Surety.** If notice of change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of the Bonds issued by CONTRACTOR's surety, the giving of such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond shall be deemed adjusted in accordance with the change to equal the Contract Price as changed.

## ARTICLE 10. CHANGE OF CONTRACT PRICE

- 10.1 Change of Contract Price.** The Contract Price may only be changed by a Change Order issued under ARTICLE 9. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. Duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.
- 10.2 Notice of Claim.** CONTRACTOR's notice of claim and claim for adjustment in the Contract Price shall be prepared and submitted pursuant to ARTICLE 9. Claims for adjustment in the Contract Price shall be determined by CAR, and CAR's decision shall be final and binding on CONTRACTOR unless arbitrary and capricious. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Article.
- 10.3 Contract Price Adjustment.** An equitable adjustment in the Contract Price (whether increased or decreased for additional or deleted Work) will be based solely upon: (i) unit prices; or (ii) lump sum agreement; or (iii) CONTRACTOR's actual cost of the Work, relating solely to CONTRACTOR's altered cash position in performing the changed Work. CONTRACTOR shall not claim an adjustment based upon value conferred upon COUNCIL in excess of CONTRACTOR's actual cost, plus a CONTRACTOR's fee for Overhead and Profit. The CONTRACTOR's Contract Price adjustment will be determined as follows:
- 10.3.1 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 10.9.1 through paragraph 10.9.3, inclusive);
  - 10.3.2 where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum; or
  - 10.3.3 where the Work involved is not covered by unit prices contained in the Contract Documents or by agreement on a lump sum, then on the basis of the Cost of the Work (determined as provided in Article 10.4 and Article 10.5) plus a CONTRACTOR's fee for Overhead and Profit (determined as provided in Article 10.6).
- 10.4 Cost of the Work.** The term Cost of the Work means the sum of costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work and in the case of Work deleted, the sum of costs avoided thereby. Except as otherwise may be agreed to in writing by COUNCIL, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include the costs itemized in Article 10.5:
- 10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by COUNCIL and CONTRACTOR. Such employees shall include superintendents, foremen, and laborers employed full-time at the Site. 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, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by COUNCIL.

- 10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. Cash discounts shall accrue to CONTRACTOR unless COUNCIL deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to COUNCIL. Trade discounts, rebates, refunds, and returns from sale of surplus materials and equipment shall accrue to COUNCIL, and CONTRACTOR shall make provisions so that they may be obtained.
- 10.4.3 Payments made by CONTRACTOR to Subcontractors for Work performed or furnished by Subcontractors. If required by COUNCIL, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to COUNCIL and CONTRACTOR, and shall deliver such bids to COUNCIL which will then determine which bids, if any, will be accepted. If a subcontract provides that Subcontractor is to be paid on the basis of Cost of the Work Plus an Overhead and Profit Fee, the Subcontractor's Cost of the Work and Overhead and Profit Fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and Overhead and Profit Fee as provided in Article 10.4, Article 10.5, Article 10.6, and Article 10.7. Subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 10.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, employed for services specifically related to the Work.
- 10.4.5 Supplemental costs including the following:
  - 10.4.5.1 The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.
  - 10.4.5.2 Cost, including transportation and maintenance, of 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.
  - 10.4.5.3 Rental costs of construction equipment and machinery and the parts thereof rented from others in accordance with rental agreements approved by COUNCIL, and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof—all in accordance with the terms of said rental agreements. No rental for such equipment, machinery, or parts shall be paid after the use thereof is no longer necessary for the Work. The cost shall be: (i) the actual rental cost if rented from a recognized equipment rental company; or (ii) the rates listed or calculated in the latest edition of the Equipment Watch Rental Rate Blue Book (EWRRBB) published by Prism Business Media, in association with the Associated General Contractors of America, if rented from affiliated sources. The Rental Rates for equipment not specifically listed in EWRRBB shall be agreed upon in advance with the CAR.
  - 10.4.5.4 Ownership and operating cost of construction equipment and machinery, and the parts thereof, owned or leased with a purchase option by CONTRACTOR or its affiliates, computed in accordance with the latest edition of the EWRRBB.
    - .1 Ownership costs shall be calculated on an hourly basis utilizing the monthly rate, contained in the latest edition of the EWRRBB Custom Cost Evaluator (when listed), divided by 176 hours/month. For machinery and

equipment not listed in the EWRRBB Equipment Cost Evaluator, an ownership rate shall be agreed upon in advance with the CAR and shall be used to develop the applicable hourly rental rate. The item of the worksheet entitled "Total Cost Per Hour" shall be used as the hourly rate.

- .2 Where machinery and equipment to be utilized either: (i) has been owned for a period exceeding its economic life; (ii) has been used by others, is in good conditions, and has been purchased; (iii) has been used by others, purchased, and reconditioned; or (iv) has been discontinued; then, the applicable hourly rental rate shall be determined by utilizing the procedures in the EWRRBB Custom Cost Evaluator. For machinery and equipment not listed in EWRRBB Custom Cost Evaluator, a rate shall be agreed upon in advance with the CAR.
- .3 Cost adjustments for severe operating conditions will not be allowed.
- .4 Where multiple shifts are used (*i.e.*, 2 or 3 shifts of 8 hours or more each), the rental for machinery and equipment used during the second and third shift shall be equal to one-half of the ownership expenses (listed or calculated) for the first shift plus full operating costs. Modifications to the operating costs for multiple shifts will not be allowed.
- .5 Operating costs in CECG shall be used only when actual operating costs cannot be determined from CONTRACTOR's cost records.
- .6 Where equipment standby time is involved it shall be classified by CAR as:
  - A. Voluntary-*i.e.*, at CONTRACTOR's option and under its control.
  - B. Involuntary-*i.e.*, not at CONTRACTOR's option; however, CONTRACTOR is able to remove the machinery and equipment from the Project Site at its discretion.
  - C. Mandatory-*i.e.*, not at CONTRACTOR's option and CONTRACTOR is prevented from removing its machinery and equipment from the Project Site by COUNCIL action or by other legal means.
  - C. Other-*i.e.*, caused by actions not brought about by or under the control of either COUNCIL or CONTRACTOR, including, but not necessarily limited to, acts of God, strikes, war, pestilence, and adverse weather conditions.

If voluntary, the fair rental shall be zero dollars for both ownership costs and operating costs.

If involuntary, the fair rental shall be equal to one-third of the ownership costs (listed or calculated) per hour based on a maximum 8-hour workday. No operating costs will be allowed.

If mandatory, CAR will determine if caused by COUNCIL action(s) or CONTRACTOR action(s). If due to COUNCIL action(s), the fair rental shall be equal to the ownership costs (listed or calculated) per hour based on a maximum 8-hour workday. No operating expenses will be allowed. If

due to CONTRACTOR action(s), the fair rental shall be zero dollars for both ownership costs and operating costs.

If other, the fair rental shall be zero dollars for both ownership costs and operating costs.

- 10.4.5.5 Sales, consumer, use, or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- 10.4.5.6 Deposits lost for causes other than negligence of CONTRACTOR, Subcontractor, or anyone directly or indirectly employed by them or for whose acts they may be liable, and royalty payments and fees for permits and licenses.
- 10.4.5.7 Losses caused by damage to the Work, when: (i) not compensated by insurance or otherwise; (ii) sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses within the deductible amounts of property insurance established by COUNCIL in accordance with ARTICLE 5); and (iii) not caused in whole or in part by the negligence of CONTRACTOR, Subcontractor, or anyone directly or indirectly employed by them or for whose acts they may be liable. Such losses shall include settlements made with the written consent and approval of COUNCIL. No such losses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 10.6.2
- 10.4.5.8 The cost of utilities, fuel (other than required by equipment operation), and sanitary facilities at the Site.
- 10.4.5.9 Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.
- 10.4.5.10 Cost of premiums for additional Bonds and insurance CONTRACTOR is required, by the Contract Documents, to purchase and maintain because of changes in the Work.

**10.5** ***CONTRACTOR Costs Deemed Covered by Overhead and Profit Fee.*** The term Cost of the Work shall not include the following:

- 10.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, project 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 a branch office for general administration of the Work and not specifically included in paragraph 10.4.1 or specifically covered by paragraph 10.4.4, all of which are to be considered administrative costs covered by CONTRACTOR's Overhead and Profit fee.
- 10.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.
- 10.5.3 CONTRACTOR's capital expenses, including without limitation interest on CONTRACTOR's owned or borrowed capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Cost of premiums for Bonds and insurance whether or not CONTRACTOR is required by the

Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.10 above).

10.5.5 Costs due in whole or in part to the negligence of CONTRACTOR, Subcontractor, or anyone directly or indirectly employed by them or for whose acts they may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good damage to property.

10.5.6 Other overhead or general expense costs and the costs of an item not specifically and expressly included in Article 10.4.

**10.6 CONTRACTOR's Overhead and Profit Fee.** CONTRACTOR's Overhead and Profit fee allowed to CONTRACTOR for field and home office overhead, extended overhead for delay, costs in accordance with Article 10.5, and other indirect costs and for profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or

10.6.2 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:

10.6.2.1 for costs incurred under paragraph 10.4.1 and paragraph 10.4.2, CONTRACTOR's fee shall be fifteen percent on the first \$50,000, and 10 percent on the balance over \$50,000;

10.6.2.2 for costs incurred under paragraph 10.4.3, CONTRACTOR's fee shall be five percent;

10.6.2.3 for costs incurred under paragraph 10.4.5.3 (i), CONTRACTOR's fee shall be five percent;

10.6.2.4 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 paragraph 10.4.1, paragraph 10.4.2, paragraph 10.4.3, and paragraph 10.6.2 is: (i) that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee consistent with subparagraph 10.6.2.1 and subparagraph 10.6.2.3, which is a percentage of the costs incurred by such Subcontractor under paragraph 10.4.1, paragraph 10.4.2, and paragraph 10.4.5.3 (i); and (ii) that the CONTRACTOR will be paid a fee of 5 percent of the amount paid to the Subcontractor;

10.6.2.5 no fee shall be payable on the basis of costs itemized under paragraph 10.4.4, paragraph 10.4.5, and Article 10.5;

10.6.2.6 the amount of credit to be allowed by CONTRACTOR to COUNCIL for change which results in a decrease in cost will be the amount of the actual decrease in cost plus a deduction in CONTRACTOR's Overhead and Profit fee by an amount equal to 5 percent of such decrease; and

10.6.2.7 when both additions and credits are involved in a change, the adjustment in CONTRACTOR's fee shall be computed on the net basis of the change prior to application of fee in accordance with the paragraph 10.6.2.

**10.7 Cost Records.** Whenever the cost of Work is to be determined pursuant to Article 10.4 and Article 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to CAR an itemized cost breakdown together with supporting data.

**10.8 Unit Price Work and Variations in Quantity.** Change Orders priced on Contract Unit Prices shall be subject to conditions as follows:

- 10.8.1 CONTRACTOR represents that its unit prices included in its Bid are not materially unbalanced and are based generally in proportion to the base cost of the item to which the unit price applies. CONTRACTOR agrees that COUNCIL need not utilize materially unbalanced unit prices in computing an adjustment in accordance with paragraph 10.8.4, and in computing the adjusted unit price may utilize the CONTRACTOR's actual Cost of the Work for such items of Work in lieu of the materially unbalanced unit prices. This representation does not apply to a unit price that is an established catalog or market price for a commercial item sold in substantial quantities to the general public so as to permit the price to be identified and justified without resort to cost analysis.
- 10.8.2 Where the Contract Documents provide that all or a portion of the Work is to be Unit Price Work, the Contract Price will be deemed to include for Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. 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 shall be made by CAR, whose decision shall be final and binding.
- 10.8.3 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.
- 10.8.4 COUNCIL and CONTRACTOR may make a claim for an adjustment in a Contract Unit Price if the quantity of a unit-priced item in this Agreement is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity. The adjustment shall be based upon increase or decrease in CONTRACTOR Costs of the Work due solely to the variation above 115 percent or below 85 percent of the estimated quantity. Adjustments to materially unbalanced unit prices will be made by establishing an equitable price for the quantity above 115 percent or the entire quantity if below 85 percent of the estimated quantity. If the quantity variance causes an increase or decrease in the Contract Time, either party may request a change of Contract Time pursuant to ARTICLE 11.

**10.9 Submission of Cost and Pricing Data.** For adjustment on any basis other than agreed unit prices not subject to adjustment under Article 10.8, CONTRACTOR and its Subcontractors may be required to submit to CAR Cost and Pricing Data to substantiate the reasonableness of CONTRACTOR's proposed adjustment.

- 10.9.1 Cost Data comprises records of original entry documenting and substantiating incurrence of actual costs allowable under Article 10.4; and
- 10.9.2 Pricing Data comprises records of prices: (i) based on adequate price competition; (ii) based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or (iii) set by Law or Regulation.
- 10.9.3 If the claimed adjustment is in excess of \$10,000, CONTRACTOR, and each of its Subcontractors, at the time of submitting Cost and Pricing Data, shall represent and certify to COUNCIL that to the best of its knowledge and belief, the Cost and Pricing Data submitted to COUNCIL in support of its claim for price adjustment: (i) are accurate, complete, and current as of the date upon which negotiations on the adjustment were concluded and price agreement was reached; (ii) are compiled and submitted in good faith; (iii) are submitted with the intent that they may be relied upon by COUNCIL; and (iv) are submitted to support a claim covered by representations and certifications required by ARTICLE 16.

**10.10 Audit.** If CONTRACTOR or Subcontractor has submitted Cost and Pricing Data in connection with the

pricing of an adjustment of Contract Price, and unless the pricing was based solely on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by Law or Regulation, CAR or other COUNCIL representative shall have the right to examine and audit books, records, journals, ledgers, documents, and other data of CONTRACTOR and its Subcontractors submitting data (including computations and projections) related to data submitted and to Work performed, in order to evaluate the accuracy, completeness, and currency of the Cost and Pricing Data.

- 10.11 Price Reduction for Defective Cost and Pricing Data.** If any price negotiated in connection with an adjustment was increased by a significant amount because: (i) CONTRACTOR or a Subcontractor furnished Cost and Pricing Data that was not complete, accurate, and current as certified in its certificate of the current Cost and Pricing Data; (ii) a Subcontractor or prospective Subcontractor furnished CONTRACTOR Cost and Pricing Data that were not complete, accurate, or current, as certified in CONTRACTOR's certificate of current Cost and Pricing Data; or (iii) any of these parties furnished data of any description that were not accurate, then COUNCIL may reduce the Contract Price accordingly.
- 10.12 Limitation of Liability.** In no event, either as a result of breach of contract, negligence, or otherwise, shall COUNCIL be liable for damages or loss of profits, loss of use, loss of revenue, loss of bonding capacity, or any other special, indirect, or consequential damages of any kind. To the extent the Contract Documents allow any liability to be imposed, the total liability of COUNCIL for any loss, claim, or damage arising out of this Agreement or the performance or breach thereof, shall be limited to the sum determined pursuant to the Contract Documents.
- 10.13 False or Fraudulent Claims.** In addition to all other rights and remedies available under the Contract Documents or at Law and Regulations, the COUNCIL may exercise all rights and remedies available under Article 2.10.

## ARTICLE 11. CHANGE OF CONTRACT TIME

- 11.1 Change of Contract Time.** The Contract Time may be changed only by Change Order issued under ARTICLE 9.
- 11.2 Notice of Claim.** CONTRACTOR shall notify COUNCIL in writing of its claim immediately after the occurrence of the event giving rise to the claim. The CONTRACTOR shall submit supporting information and data with its claim for change of Contract Time, including without limitation, construction schedules documenting the impact of the event upon which the claim is based. If such supporting information and data cannot be furnished with the Notice of Claim, they shall be furnished within 90 Days after submission of the Notice of Claim or such longer period as may be authorized in writing by CAR. The claim supporting information and data shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event. Claims for adjustments in the Contract Time shall be determined by CAR, whose decision shall be final and binding on CONTRACTOR, unless arbitrary or capricious. No claim for an adjustment in the Contract Time will be valid unless submitted strictly in accordance with the requirements of this Article. Delayed notice will be conclusively deemed to prejudice the COUNCIL.
- 11.3 Time of the Essence.** Time limits stated in the Contract Documents for CONTRACTOR's performance and completion of Work, for CONTRACTOR's submission of Request for Change and Notice of Claim, and for all other purposes, are of the essence of the Agreement.
- 11.4 Time Extension for Delay.** Where CONTRACTOR is prevented from completing any portion of the Work within the Contract Time due to delay to a critical path activity beyond the control of CONTRACTOR, the Contract Time will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in ARTICLE 11. Delays beyond the control of CONTRACTOR are those neither foreseeable, controllable, avoidable, nor occurring concurrent with other causes of delay within

CONTRACTOR's control for which no extension of time is allowable. Excusable delay may include, but not be limited to, acts or neglect by COUNCIL, acts or neglect of utility owners or other contractors performing other work as contemplated by ARTICLE 7, fires, floods, epidemics, unusually severe weather conditions, or acts of God. Delays within the control of CONTRACTOR shall be deemed to include, without limitation:

(i) delays attributable to and within the control of a Subcontractor or Supplier; (ii) reasonable suspensions of the Work initiated by COUNCIL; and (iii) other foreseeable, controllable, or avoidable delays.

**11.5 Damages for Delay.** Where CONTRACTOR is prevented from completing any portion of the Work within the Contract Time due to delay beyond the control of both COUNCIL and CONTRACTOR, an extension of the Contract Time in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall COUNCIL be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from: (i) delays caused by or within the control of CONTRACTOR; or (ii) delays beyond the control of both parties including, but not limited to, fires, floods, epidemics, unusually severe weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by ARTICLE 7; or (iii) suspensions of the Work due to public welfare and necessity under ARTICLE 13; or (iv) acts of other governmental agencies; or (v) acts or omissions of COUNCIL or CAR not willfully reckless, grossly negligent, or intentionally caused to interfere without justification with CONTRACTOR's Work; or (vi) delay by either party that consumes schedule "float", which is not reserved by the Contract Documents exclusively for the benefit of CONTRACTOR; or

(vii) delay caused by two or more events occurring concurrently, if one of such events is within the control of CONTRACTOR or beyond the control of both COUNCIL and CONTRACTOR.

**11.6 Contractor Duty to Mitigate.** Where CONTRACTOR claims that an act or order of COUNCIL has changed or delayed the Work or caused a change in the schedule or sequence of the Work, CONTRACTOR shall change its schedule and Work sequences as needed to mitigate the effects on the unchanged Work or to the schedule. If CONTRACTOR believes that it must accelerate the Work in order to mitigate the delay impact on the Work, and intends to make claim for acceleration or movement of Work into earlier time frames within the Contract Time, CONTRACTOR shall request in writing a Change Order pursuant to ARTICLE 9 and ARTICLE 10 before initiating acceleration. Acceleration initiated to overcome delay caused by an event within CONTRACTOR's control shall not result in changes to Contract Price or Contract Time.

## **ARTICLE 12. TESTS AND INSPECTIONS; AND CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

**12.1 Notice of Defects.** Prompt notice of Defective Work of which COUNCIL has actual knowledge will be given to CONTRACTOR. Failure of COUNCIL, CAR, A/E, or A/E's subconsultants to discover Defective Work shall not preclude later COUNCIL rejection and CONTRACTOR correction of Defective Work. Defective Work will be rejected, corrected or accepted as provided in this ARTICLE 12.

**12.2 Access to Work.** COUNCIL, A/E, A/E's subconsultants, other representatives and personnel of COUNCIL, independent testing laboratories, and public bodies with jurisdictional interest shall have access to the Work at reasonable times and places for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

**12.3 Tests and Inspections.** CONTRACTOR shall give CAR 24 hour prior Written Notice of readiness of the Work for required inspections, tests, or approvals and of the times and places of inspections and tests to be conducted by independent testing laboratories retained in accordance with the Contract Documents. CONTRACTOR shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

- 12.4 COUNCIL Benefit.** Observations, tests, and inspections conducted by COUNCIL, CAR, A/E, A/E's subconsultants, or others retained by COUNCIL, are for the exclusive benefit of COUNCIL and confer no rights upon CONTRACTOR. COUNCIL's failure to discover Defective Work during such observations, tests, and inspections shall not preclude reinspection and retesting of such Work and rejection if found to be Defective.
- 12.5 CONTRACTOR's Cost.** CONTRACTOR shall arrange, obtain, and pay for the services of an independent testing laboratory to perform inspections, tests, and approvals required by the Contract Documents. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay costs in connection with inspections, tests, or approvals required for COUNCIL's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.
- 12.6 Other Public Inspections and Tests.** If Laws or Regulations of any public body having jurisdiction require Work (or a portion thereof) 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 costs in connection therewith, and furnish the public body and CAR with the required certificates of inspection and approval.
- 12.7 Unauthorized Covering of Work.** If Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written authorization of CAR, it must, if requested by CAR, be uncovered for observation.
- 12.8 Cost of Uncovering.** Uncovering Work as provided in Article 12.7 shall be at CONTRACTOR's expense unless CONTRACTOR has given CAR 24 hour prior notice of CONTRACTOR's intention to cover the same and CAR has not acted with reasonable promptness in response to such notice.
- 12.9 Work Wrongfully Covered.** If Work is covered contrary to the request of CAR, it must, if requested by CAR, be uncovered for CAR's observation and replaced at CONTRACTOR's expense.
- 12.10 Defective Work.** CAR may request at any time that covered Work be uncovered, observed, inspected, or tested, and CONTRACTOR shall uncover, expose, or otherwise make available for observation, inspection, or testing that portion of the covered Work identified by CAR. If it is found that uncovered Work is Defective, CONTRACTOR shall pay claims, costs, losses, and damages, caused by, arising out of, or resulting from such uncovering, exposure, observation, inspection, and testing, and satisfactory replacement or reconstruction (including, but not limited to, costs of repair or replacement of work of others); and COUNCIL shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, a Change Order may be issued by COUNCIL as provided in ARTICLE 10. If, however, such Work is not found to be Defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in ARTICLE 10, ARTICLE 11, and ARTICLE 16.
- 12.11 COUNCIL May Stop the Work.** If the Work is Defective, or CONTRACTOR fails to supply adequate supervision, sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work or correct Defective Work in such a way that the completed Work will conform to the Contract Documents, COUNCIL may order CONTRACTOR to stop the Work, or any portion thereof, until CONTRACTOR has satisfied COUNCIL that the cause of such order has been eliminated and is unlikely to occur again. This right of COUNCIL to stop the Work shall not give rise to a duty on the part of COUNCIL:
- (i) to exercise this right for the benefit of CONTRACTOR or its surety or others; or (ii) to increase the Contract Price or Contract Time to compensate CONTRACTOR for costs or loss of time arising out of or related to such order to stop the Work.
- 12.12 Correction or Removal of Defective Work.** If required by CAR, CONTRACTOR shall immediately, as

directed, either correct Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CAR, remove it from the Site and replace it with Work that is not Defective.

CONTRACTOR shall pay claims, costs, losses, and damages caused by or resulting from such correction or removal (including, but not limited to, costs of repair or replacement of work of others).

**12.13 Correction Period.** If, within one year after the date of final acceptance of the entire Work or such longer period of time as may be prescribed by Laws or Regulations, or by the terms of applicable special guarantee required by the Contract Documents, or by a specific provision of the Contract Documents, or by a commercial warranty furnished by a product manufacturer or Supplier, any Work is found to be Defective, CONTRACTOR shall expeditiously, without cost to COUNCIL and in accordance with COUNCIL's written instructions (i) correct such Defective Work, or, if it has been rejected by COUNCIL, remove it from the Site and replace it with Work that is not Defective; and (ii) satisfactorily correct or remove and replace damaged Work or the damaged work of others resulting therefrom.

12.13.1 If CONTRACTOR does not comply with the terms of such instructions, or in an emergency where delay could cause serious risk of loss or damage, then COUNCIL may have the Defective Work corrected or the rejected Work removed and replaced, and claims, costs, losses, and damages caused by or resulting from such removal and replacement (including, but not limited to, costs of repair or replacement of work of others) shall be paid by CONTRACTOR.

12.13.2 Prior to final Application for Payment, CONTRACTOR shall furnish to Council all manufacturer's/supplier's warranties which extend longer than the one year Correction Period.

**12.14 Acceptance of Defective Work.** If, instead of requiring correction or removal and replacement of Defective Work, COUNCIL prefers to accept it, COUNCIL may do so. CONTRACTOR shall pay claims, costs, losses, and damages attributable to COUNCIL's evaluation of and determination to accept such Defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and COUNCIL shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, COUNCIL may issue a Change Order therefor as provided in ARTICLE 10.

**12.15 COUNCIL's Right to Correct Defective Work.** If CONTRACTOR fails, within the time set forth in a Written Notice from CAR, to correct Defective Work or to remove and replace rejected Work as required by CAR in accordance with Article 12.12 and Article 12.13, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with other provision of the Contract Documents, COUNCIL may, after 7 Days' Written Notice to CONTRACTOR, correct and remedy such deficiency. In exercising the rights and remedies under this Article, COUNCIL will proceed expeditiously. In connection with such corrective and remedial action, COUNCIL may exclude CONTRACTOR from all or a portion of the Site, take possession of all or a portion 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 materials and equipment stored at the Site or for which COUNCIL has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow COUNCIL, COUNCIL's representatives, agents and employees, COUNCIL's other contractors, and A/E and A/E's subconsultants access to the Site to enable COUNCIL to exercise the rights and remedies under this Article. Claims, costs, losses, and damages, incurred or sustained by COUNCIL in exercising such rights and remedies, 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 COUNCIL shall be entitled to an appropriate decrease in the Contract Price. If CONTRACTOR disagrees with the amount thereof, it may make a claim therefor as provided in ARTICLE

9. Such claims, costs, losses, and damages will include, but not be limited to, costs of repair or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's Defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of delay in the performance of the Work attributable to the exercise by COUNCIL of COUNCIL's right and remedies hereunder.

## ARTICLE 13. AUTHORITY OF COUNCIL'S AUTHORIZED REPRESENTATIVE

- 13.1 Duties.** Unless otherwise expressly expanded or limited by COUNCIL's Letter of Authority, CAR will act as COUNCIL's Authorized Representative during construction: (i) to serve as the initial point of contact between COUNCIL and CONTRACTOR on matters of contract administration; (ii) to verify solely for the benefit of COUNCIL that CONTRACTOR's Work conforms to the Contract Documents; (iii) to confirm the meaning, intent, and interpretation of the Contract Documents; (iv) to receive and return submittals and directions from the COUNCIL or A/E; (v) to direct adjustments to the location of the Work to avoid conflicts with existing structures, maintenance holes, sewer lines, obstructions, or otherwise to facilitate the Work; (vi) to attend construction progress meetings; (vii) to take actions which have no affect on the Contract Price or the Contract Time; (viii) to deliver Change Orders executed by COUNCIL; (ix) to reject Defective Work; and (x) to decide initially, and render written decisions on disputes and claims arising out of or related to the Agreement, or the breach thereof. CAR is not authorized to alter or waive provisions of the Contract Documents, to direct changes in the Work that require increases or decreases in the Contract Price or the Contract Time, or to supervise CONTRACTOR's forces.
- 13.2 Public Necessity and Welfare.** When required by public necessity or welfare, CAR will have the authority to change the order or sequence of Work, and to order the suspension thereof, but such actions shall not affect the responsibility of CONTRACTOR for the conduct and safety of the Work and shall not entitle CONTRACTOR to an increase in Contract Price or Contract Time for actions taken in the interest of such public necessity or welfare.

## ARTICLE 14. PAYMENTS TO CONTRACTOR AND COMPLETION

- 14.1 Schedule of Values.** The schedule of values will: (i) be established as provided in **Division 1 General Requirements**; (ii) serve as the basis for progress payments; (iii) be incorporated into a form of Application for Payment acceptable to CAR; (iv) be in such detail, itemization, and breakdown as may be required by CAR; and (v) contain the CONTRACTOR's representation and certification that it is not materially unbalanced or front-ended loaded. Progress payments on account of Unit Price Work will be based on the number of units completed.
- 14.2 Application for Progress Payment.** At least 10 Days before the date established by COUNCIL for each progress payment (but not more often than once a month), CONTRACTOR shall submit to CAR for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application for Payment, accompanied by such supporting documentation as is required by the Contract Documents, and otherwise in such form and reflecting such other data as COUNCIL may require.
- 14.2.1** For an Application for Payment based on unit prices, CONTRACTOR shall provide documentation as necessary to determine the quantities of Work performed or placed during the period for which the request is made.
- 14.2.2** If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that COUNCIL has received the materials and equipment free and clear of Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect COUNCIL's interest therein, all of which will be satisfactory to COUNCIL.
- 14.2.3** The COUNCIL will retain 5 percent of the amount of each progress payment, until release or reduction is authorized pursuant hereto, or such larger or lesser amount as shall be required by Laws or Regulations as from time to time amended or authorized by this ARTICLE 14. In addition

to the stipulated retainage:

14.2.3.1 Consistent with Minnesota Statutes, Section 290.9705, COUNCIL will deduct and withhold an additional 8 percent of every payment to CONTRACTOR if: (i) CONTRACTOR is a nonresident person or foreign corporation; (ii) CONTRACTOR has not been granted a waiver by the Minnesota Department of Revenue for this withholding; and (iii) the Work either exceeds or could reasonably be expected to exceed \$50,000.

14.2.3.2 In the event federal or state financing or funding is involved, adherence to the federal or state rules and regulations may require larger retainage, in which event the retainage required by the rules or regulations of said funding or financing agency shall govern if mandatory on COUNCIL, and said retainage shall be held by COUNCIL pursuant thereto.

**14.3 *CONTRACTOR's Warranty of Title.*** CONTRACTOR warrants and guarantees that title to Work, materials, and equipment covered by Application for Payment, whether incorporated in the Project or not, will pass to COUNCIL no later than the time of payment free and clear of Liens, encumbrances, and claims.

**14.4 *Review of Application for Progress Payment.*** CAR will, within 10 Days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application for Payment to CONTRACTOR indicating in writing CAR's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment. After presentation of an Application for Payment acceptable to COUNCIL, the amount recommended will become due and payable by COUNCIL to CONTRACTOR within 30 Days.

**14.5 *CAR's Recommendations Not for CONTRACTOR's Benefit.*** By recommending such payment, CAR will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to CAR in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by COUNCIL or entitle COUNCIL to withhold payments to CONTRACTOR. CAR's recommendation of payment, including final payment, shall not mean that COUNCIL is responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

**14.6 *Refusal of Payment.*** COUNCIL may refuse to pay the whole or any portion of any Application For Payment, because of subsequently discovered evidence or the results of subsequent inspections or tests; readjust or nullify acceptance of previous and current Applications For Payment; nullify such payment previously recommended, to such extent as may be necessary in COUNCIL's opinion to protect COUNCIL from loss because:

14.6.1 the Work is Defective, or completed Work has been damaged and requires correction or replacement;

14.6.2 the Application for Payment has been reduced by Change Order;

14.6.3 COUNCIL has been required to correct Defective Work or complete Work in accordance with ARTICLE 12;

14.6.4 COUNCIL has actual knowledge of the occurrence of the events enumerated in paragraphs 15.2.1 through 15.2.4, inclusive.;

14.6.5 COUNCIL has reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price.;

- 14.6.6 third party claims have been filed or there is reasonable evidence indicating probable filing of such claims;
- 14.6.7 CONTRACTOR has failed to make payments to its Subcontractors or Suppliers;
- 14.6.8 CONTRACTOR's surety requests payment be withheld or paid to it;
- 14.6.9 of damage to another CONTRACTOR, COUNCIL or other persons or firms;
- 14.6.10 of unsatisfactory prosecution of the Work;
- 14.6.11 of failure of CONTRACTOR to comply strictly with the Contract Documents.
- 14.6.12 claims have been made against COUNCIL on account of CONTRACTOR's performance or furnishing of the Work;
- 14.6.13 liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to COUNCIL to secure the satisfaction and discharge of such Liens;
- 14.6.14 there are other items entitling COUNCIL to a set-off against the amount recommended, or
- 14.6.15 COUNCIL has actual knowledge of the occurrence of the events enumerated in paragraphs 14.6.1 through 14.6.12 inclusive.

COUNCIL will give CONTRACTOR prompt Written Notice stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or adjustment thereto agreed to by COUNCIL and CONTRACTOR, when CONTRACTOR corrects to COUNCIL's satisfaction the reasons for such action.

**14.7 Substantial Completion.** When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify COUNCIL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that COUNCIL issue a certificate of Substantial Completion. Within a reasonable time thereafter, COUNCIL, CONTRACTOR, and A/E shall make an inspection of the Work to determine the status of completion. COUNCIL approved operation and maintenance data shall be submitted to COUNCIL at least 60 calendar days prior to Substantial Completion of any portion of the Work. Record documents shall be submitted and training shall be completed 14 days prior to Substantial Completion. If COUNCIL does not consider the Work substantially complete, COUNCIL will notify CONTRACTOR in writing giving the reasons therefor. If COUNCIL considers the Work substantially complete, COUNCIL will notify CONTRACTOR in writing, and shall fix the date of Substantial Completion. There shall be attached to the notice a tentative list of items to be completed or corrected before final payment.

**14.8 Access to Work.** COUNCIL shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but COUNCIL shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

**14.9 Partial Utilization.** Use by COUNCIL at COUNCIL's option of a substantially completed portion of the Work which: (i) has specifically been identified in the Contract Documents; or (ii) COUNCIL and CONTRACTOR agree constitutes a separately functioning and usable portion of the Work that can be used by COUNCIL for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of the Work subject to the following:

- 14.9.1 COUNCIL may request CONTRACTOR in writing to permit COUNCIL to use such portion of the Work which COUNCIL believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such portion of the Work is substantially complete, CONTRACTOR will certify to COUNCIL that such portion of the Work is substantially complete and request

COUNCIL to issue a certificate of Substantial Completion for that portion of the Work.

14.9.2 CONTRACTOR may notify COUNCIL in writing that CONTRACTOR considers such portion of the Work ready for its intended use and substantially complete and request COUNCIL to issue a certificate of Substantial Completion for that portion of the Work. Within a reasonable time after such request, COUNCIL and CONTRACTOR shall make an inspection of that portion of the Work to determine its status of completion. COUNCIL approved operation and maintenance data for such portion of the Work shall be submitted to COUNCIL 60 calendar days prior to Substantial Completion of such portion of the Work. Record documents shall be submitted and training shall be provided for such portion of the Work 14 calendar days prior to Substantial Completion of such portion of the Work. If COUNCIL does not consider that portion of the Work to be substantially complete, COUNCIL will notify CONTRACTOR in writing giving the reasons therefor. If COUNCIL considers that portion of the Work to be substantially complete, the provisions of Article 14.7 and Article 14.8 will apply with respect to certification of Substantial Completion of that portion of the Work and the division of responsibility in respect thereof and access thereto.

14.9.3 No occupancy or separate operation of portion of the Work will be accomplished prior to compliance with the requirements of ARTICLE 5 in respect of property insurance.

**14.10 Final Inspection.** Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, COUNCIL will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of 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.

**14.11 Final Application for Payment.** After CONTRACTOR has completed such corrections to the satisfaction of COUNCIL and delivered in accordance with Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by ARTICLE 5, certificates of inspection, marked-up record documents (as provided in ARTICLE 6), and other documents, CONTRACTOR may make final Application for Payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by ARTICLE 5; (ii) consent of the surety, if any, to final payment; (iii) certification of the Minnesota Commissioner of Taxation that CONTRACTOR has complied with Minnesota Statutes, Section 290.92, requiring withholding of state income tax on wages; and (iv) complete and legally effective release or waivers (satisfactory to COUNCIL) of all claims arising out of or filed in connection with the Work. In lieu of such release or waivers of claims and as approved by COUNCIL, 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 claims could be filed, and (ii) all payrolls, materials and equipment bills, and other indebtedness connected with the Work for which COUNCIL or COUNCIL's property might be responsible 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 COUNCIL to indemnify COUNCIL against such claims.

**14.12 Final Payment and Acceptance.** If, on the basis of CAR's observations of the Work during construction and final inspection, and CAR's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, COUNCIL is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CAR will, within 10 Days after receipt of the final Application for Payment, indicate in writing CAR's recommendation of payment. At the same time CAR will also give Written Notice to CONTRACTOR that the Work is acceptable subject to the provisions of Article 14.14. Otherwise, CAR 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. After the presentation to COUNCIL of the final Application for Payment and accompanying documentation, in form and substance acceptable to COUNCIL, final payment will become due and payable by COUNCIL to CONTRACTOR within 30 Days. The date of final acceptance shall be the date

upon which the COUNCIL makes final payment.

**14.13 Prompt Payment to Subcontractors.** The CONTRACTOR must pay Subcontractors within ten (10) calendar days of the CONTRACTOR's receipt of payment from the COUNCIL for undisputed services provided by the Subcontractor. In addition, the CONTRACTOR agrees to pay Subcontractors retainage payments in accordance with 2019 Minn. Laws., 1 Spec. Sess., Ch 7 Art. 9 Sec. 1, Subd. 2(c). The CONTRACTOR may not postpone or delay any undisputed payments owed Subcontractors without good cause and without prior written consent of the COUNCIL.

14.13.1 CONTRACTOR must pay interest at the rate of 1-1/2 percent per month or any part of a month to a Subcontractor on any undisputed amount not paid on time to the Subcontractor. The minimum monthly interest payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, CONTRACTOR shall pay the actual interest due to Subcontractor.

14.13.2 In accordance with Minnesota Statutes, Sections 471.425, subd. 4a and 473.142(f), a Subcontractor who prevails in a civil action to collect interest penalties from CONTRACTOR must be awarded its cost and disbursements, including attorney fees, incurred in bringing the action. Execution of this Agreement constitutes CONTRACTOR's consent to such award in the event a Subcontractor prevails in such an action.

**14.14 Waiver of Claims.** The making and acceptance of final payment will constitute:

14.14.1 A waiver of claims by COUNCIL against CONTRACTOR, except claims arising from unsettled disputes, from Defective Work appearing after final inspection pursuant to Article 14.10, from failure to comply with the Contract Documents or the terms of special guarantees specified therein, from CONTRACTOR's continuing obligations under the Contract Documents, and from continuing obligations of CONTRACTOR and its surety under their Bonds; and

14.14.2 A waiver of claims by CONTRACTOR against COUNCIL other than those previously made in writing and still unsettled.

**14.15 Audit.** For a period of six (6) years following final payment, COUNCIL, the legislative auditor or the state auditor (as appropriate), and auditors and duly designated representatives of other agencies having a financial interest in the contract, shall have the right at reasonable times and places to audit, inspect, and copy CONTRACTOR's records pertinent to the Agreement and claims thereunder. Payments are made subject to the right of COUNCIL to audit, inspect, and copy records and documentation related to incurrence, reasonableness, and accuracy of costs including, but not limited to, job cost ledgers, journals, rental agreements, equipment ownership and utilization records, subcontracts, purchase agreements, and other records arising out of or related to the Contract Documents. COUNCIL's internal auditor and other representatives, will have the right of access to records and files maintained by CONTRACTOR.

## ARTICLE 15. SUSPENSION OF WORK AND TERMINATION

**15.1 COUNCIL May Suspend Work.** At any time with or without cause, COUNCIL may suspend the Work or any portion thereof for a period of not more than 90 Days by Written Notice to CONTRACTOR which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, only for suspensions: (i) not attributable in whole or in part to CONTRACTOR or to public welfare and necessity; and (ii) for which CONTRACTOR timely requests a Change Order as provided in ARTICLE 9, ARTICLE 10, and ARTICLE 11.

**15.2 COUNCIL May Terminate for Cause.** Upon the occurrence of one or more of the following events:

15.2.1 If CONTRACTOR persistently fails 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 **Division 1 General Requirements**;

15.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.3 If CONTRACTOR disregards the authority of CAR; or

15.2.4 If CONTRACTOR otherwise violates in any substantial way provisions of the Contract Documents or fails to remedy immediately conditions for nonpayment under ARTICLE 14;

COUNCIL may, after giving CONTRACTOR (and the surety, if any) 7 Days' Written Notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site and take possession of the Work and of 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), incorporate in the Work materials and equipment stored at the Site, or for which COUNCIL has paid CONTRACTOR but which are stored elsewhere, and finish the Work as COUNCIL may deem expedient. In such case, CONTRACTOR shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds claims, costs, losses, and damages sustained by COUNCIL arising out of or resulting from 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 COUNCIL. Such claims, costs, losses, and damages incurred by COUNCIL will be incorporated in a Change Order.

When exercising rights or remedies under this Article, COUNCIL shall not be required to obtain the lowest price for the Work performed.

**15.3 COUNCIL's Cumulative Rights.** Where CONTRACTOR's services have been so terminated by COUNCIL, the termination will not affect rights or remedies of COUNCIL against CONTRACTOR then existing or which may thereafter accrue. Retention or payment of moneys due CONTRACTOR by COUNCIL will not release CONTRACTOR from liability.

**15.4 Termination for Convenience.** Upon 7 Days' Written Notice to CONTRACTOR, COUNCIL may, without cause and without prejudice to any other right or remedy of COUNCIL, elect unilaterally to terminate the Agreement.

15.4.1 In such case, CONTRACTOR shall be paid (without duplication of items): (i) for completed and acceptable Work performed in conformance with the Contract Documents prior to the effective date of termination, sums due under ARTICLE 14; (ii) for uncompleted Work, sums due under ARTICLE 14 or, if ascertainable, expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents plus fair and reasonable sums for overhead and profit on such expenses; (iii) for claims, costs, losses, and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and (iv) for reasonable expenses directly attributable to termination.

15.4.2 CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue, loss of use, loss of bonding capacity, or other consequential or economic loss or damage caused by, arising out of, or resulting from such termination. The total liability of COUNCIL shall be limited to payment determined under paragraph 15.4.1.

**15.5 CONTRACTOR May Stop Work or Terminate.** If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 90 Days by COUNCIL or under an order of court or other public authority, or COUNCIL fails to act on Application for Payment within 30 Days after it is submitted, or COUNCIL fails for 30 Days to pay CONTRACTOR the sum finally determined to be due, then CONTRACTOR may, upon 7 Days' Written Notice to COUNCIL, and provided COUNCIL does not remedy

such suspension or failure within that time, terminate the Agreement and recover from COUNCIL payment on the same terms as provided in Article 15.4. In lieu of terminating the Agreement, and without prejudice to any other right or remedy, if COUNCIL has failed to act on an Application for Payment within 30 Days after it is submitted, or COUNCIL has failed for 30 Days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, upon 7 Days' Written Notice to COUNCIL, stop the Work until payment of such amounts due CONTRACTOR, including interest thereon.

## ARTICLE 16. DISPUTE RESOLUTION

- 16.1 Scope.** Claims, disputes, and other disagreements (collectively "claims") between COUNCIL and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by ARTICLE 14, shall be resolved strictly as follows:
- 16.1.1 CONTRACTOR shall submit claims in writing and within the time provided by the Contract Documents, with detailed statements of fact and supporting cost and technical data upon which CONTRACTOR relies to substantiate its claim, to CAR for a written decision.
  - 16.1.2 Any CONTRACTOR claim exceeding \$10,000 shall be submitted with a representation and certification by CONTRACTOR that: (i) the claim is made and submitted in good faith and is not false or fraudulent; (ii) the COUNCIL may rely upon it; (iii) the statement of facts and supporting cost and technical data are accurate, complete, and current to the best of CONTRACTOR's knowledge and belief as of the date of claim submission; (iv) the amount requested accurately reflects the Contract Price and Contract Time adjustment for which CONTRACTOR believes COUNCIL is liable; and (v) the claim covers all sums to which CONTRACTOR is entitled arising out of the circumstances upon which the claim is based. CONTRACTOR's certification shall be executed by the senior company officer in charge of CONTRACTOR's office having oversight over the Agreement, or an officer or general partner of CONTRACTOR having overall responsibility for the conduct of CONTRACTOR's affairs. COUNCIL shall have no obligation to consider a claim until properly certified. COUNCIL shall pay interest on claim amount ultimately determined to be due and unpaid from and after the date that CAR receives the claim properly certified as required. A claim by CONTRACTOR not properly executed, falsely certified, materially inaccurate, incomplete, or based on outdated information may be denied in its entirety by COUNCIL, whether before or after CAR's issuance of a written decision. COUNCIL's denial of CONTRACTOR's claim shall not preclude COUNCIL from recovering damages from CONTRACTOR, or pursuing other legal remedies.
  - 16.1.3 Within 30 Days of receipt of a properly submitted (and certified as required) claim, CAR will review the claim, make recommendations to senior management, as required by COUNCIL Policy and Procedures, for action on the claim, and notify CONTRACTOR of either the decision on the claim or of the date by which the decision shall be made. CAR's failure to respond within the 30 Days allotted shall be deemed to be a decision to deny the claim. The decision will be final, binding, and conclusive on CONTRACTOR, unless CONTRACTOR requests a review of the decision as provided in Article 16.2.
  - 16.1.4 Failure of CONTRACTOR to maintain and to provide COUNCIL full access to records required to be kept by CONTRACTOR and Subcontractors under the terms of this Agreement will constitute cause for COUNCIL's rejection of CONTRACTOR's claim and forfeiture by CONTRACTOR of all rights of review and appeal of a decision.
- 16.2 COUNCIL/CONTRACTOR Disputes Resolution Panel.** In the event the claim filed under paragraph 16.1.2 is denied (in whole or in part), CONTRACTOR, within 15 Days of the decision under paragraph 16.1.2, may request review of such denial by a COUNCIL/CONTRACTOR Disputes Resolution Panel. The CONTRACTOR shall file the request for review in writing with the COUNCIL's Assistant General Manager

of the division for which the construction contract is undertaken. The COUNCIL's Assistant General Manager shall, within 30 Days after receipt of the request, convene an informal meeting before a Disputes Resolution Panel consisting of a Corporate Officer of CONTRACTOR and COUNCIL's Assistant General Manager. At the meeting, representatives of CONTRACTOR and COUNCIL shall make presentations to the Disputes Resolution Panel of their position(s) regarding the claim and both parties shall respond to questions from the Disputes Resolution Panel. Upon completion of the presentations, the Disputes Resolution Panel will attempt to negotiate a proposed settlement of the claim. If a proposed settlement is reached, both members of the Disputes Resolution Panel shall present the proposed settlement to their respective management or boards, as may be required, for final acceptance and approval to implement the proposed settlement. After such approval, Change Orders required to implement the final settlement will be timely issued and executed by both parties. Should the Disputes Resolution Panel fail to reach a proposed settlement within 10 Days of the conclusion of the presentation or a later date extended by mutual agreement, the Disputes Resolution Panel shall be deemed disbanded and the dispute resolution shall proceed under Article 16.3. Discussions or a proposed settlement under this ARTICLE 16 constitute attempts or offers to compromise and shall not be admissible to prove liability for or invalidity of the CONTRACTOR's claim or its amount.

**16.3 Final Review.** Within 10 Days after disbandment of the Disputes Resolution Panel without resolution of the claim under Article 16.2, CONTRACTOR, unless it has waived or forfeited this right, may request a review of the decision under paragraph 16.1.2 by COUNCIL's General Manager of the division for which the construction contract is undertaken. The request for review shall be made by filing with the COUNCIL's General Manager, a written request for review that sets forth the specific nature of the dispute and the factual and legal grounds upon which the request for review is made. Failure to submit the request within 10 Days and in writing shall constitute CONTRACTOR's acceptance of decision under paragraph 16.1.2 and waiver of right of further review or appeal.

16.3.1 Within 15 Days from receipt by the COUNCIL of the written request for review, and if both COUNCIL and CONTRACTOR agree, COUNCIL and CONTRACTOR may submit the matter at issue to a mutually acceptable mediator for non-binding mediation pursuant to mutually accepted rules. If so referred, fees and expenses of the mediation shall be borne equally by the parties.

16.3.2 If mediation is not agreed to as provided in paragraph 16.3.1, or if mediation fails to achieve settlement of the claim at issue, the COUNCIL's General Manager will so notify CONTRACTOR, will promptly consider CONTRACTOR's request for review, will hear such written and oral evidence and argument as CONTRACTOR may wish to present at an informal meeting, may request additional written submissions of fact and argument, and thereafter will provide to CONTRACTOR the COUNCIL's final decision within 30 Days following close of the meeting, or by such later date as the COUNCIL's General Manager may direct.

16.3.3 The COUNCIL's decision shall be final, binding, and conclusive upon the CONTRACTOR, unless the decision is determined upon judicial review under Article 16.4 to be arbitrary and capricious.

**16.4 Judicial Review of COUNCIL's Decision.** CONTRACTOR may obtain review of COUNCIL's decision provided under Article 16.3.2 for a determination of whether it is arbitrary and capricious, by commencing within 30 Days from the date of its receipt of the decision an action for review in the District Court for the County of Ramsey, Minnesota. COUNCIL and CONTRACTOR agree that venue of review proceedings shall be in the District Court for the County of Ramsey, Minnesota, and each waives right to change of venue granted by Minnesota Statutes or otherwise.

## ARTICLE 17. MISCELLANEOUS

**17.1 Computation of Times.** 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 such period falls on a Saturday or Sunday, or on a Day made a legal holiday, as defined by Minnesota Statutes, Section

645.44, subdivision 5, such Day will be omitted from the computation.

- 17.2 Notice of Tort Claim Independent of Agreement.** Should COUNCIL or CONTRACTOR suffer injury or damage to person or property because of error, omissions, or act of the other party or of the other party's employees or agents or others for whose acts the other party is legally liable and unrelated to the Contract Documents, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Article shall not be construed as a waiver by COUNCIL of the provisions of ARTICLE 16, which shall be applicable to such claim, or of applicable statutes of limitations or repose or of sovereign immunity. Tort claims that relate to or arise out of the Contract Documents, or alleged COUNCIL or A/E acts, errors, or omissions under the Contract Documents, or during administration of the Agreement shall be filed and resolved pursuant to ARTICLE 9, ARTICLE 10, ARTICLE 11, and ARTICLE 16.
- 17.3 Cumulative Remedies.** The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder are cumulative of and in addition to, and are not to be construed as a limitation of, rights and remedies available to the parties under Laws or Regulations, under special warranty or guarantee or indemnity or other provisions of the Contract Documents, and the provisions of this Article 17.3 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.
- 17.4 Professional Fees and Court Costs Included.** Whenever reference is made to "claims, costs, losses, and damages," it shall include, but not be limited to, fees, expenses, and charges of engineers, architects, attorneys, and other professionals and court or arbitration or other dispute resolution costs.
- 17.5 Drugs and Liquor.** CONTRACTOR shall not permit the possession or use of intoxicating liquors or illegal drugs by the CONTRACTOR, its Subcontractors, or their agents or employees, upon or about the Work or COUNCIL's facilities.
- 17.6 Prohibition on Discriminatory Practices.** The Council is fully committed to compliance by its contractors and Subcontractors with federal and state Laws and Regulations regarding non- discrimination.
- 17.6.1 CONTRACTOR and it Subcontractors shall comply with federal and state Laws and Regulations regarding non-discrimination in their own workforces including, without limitation, the Minnesota Human Rights Act.
- 17.6.2 In the hiring of employees for the performance of the Work or any subcontract hereunder, CONTRACTOR, Subcontractor, or anyone acting on behalf of such CONTRACTOR or Subcontractor shall not, by reason of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, or age, discriminate against any person who is qualified and available to perform the Work to which the employment relates.
- 17.6.3 CONTRACTOR, Subcontractor, or anyone on CONTRACTOR's or Subcontractor's behalf, shall not discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, or age.
- 17.6.4 CONTRACTOR agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, which prohibits certain discriminatory practices and the terms of said section are incorporated into this contract.
- 17.6.5 This Agreement may be canceled or terminated by COUNCIL and money due, or to become due hereunder, may be forfeited for subsequent violation of the terms and conditions of this Article.
- 17.7 Affirmative Action/Equal Employment Opportunity.** The Council is fully committed to compliance with

state Laws and Regulations regarding affirmative action and equal employment opportunity. The following documents are incorporated in, and made a part of, this contract:

**Document 00870 Disabled Persons Affirmative Action Clause**

**Document 00875 Equal Employment Opportunity Construction Contract Specifications**

**Document 00880 Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity** The requirements of Minnesota Statutes, Section 363A.36, and Minnesota Rules, Parts 5000.3400 to 5000.3600, regarding Workforce Certificates and affirmative action plans, are incorporated in this contract by reference.

**17.8 [Reserved.]**

**17.9 Graffiti.** COUNCIL prohibits the display of graffiti of any kind, including pictures and other materials containing racial or ethnic slurs, sexually explicit material, or general foul language on COUNCIL property and facilities.

17.9.1 CONTRACTOR shall require its employees, Subcontractors, Suppliers, and other persons providing materials and services for the Work to conform with this prohibition of display of graffiti, pictures, and other materials on or within CONTRACTOR's, Subcontractor's, Supplier's, and other person's equipment, facilities, and vehicles which are located upon, brought upon, or used on COUNCIL property and facilities.

17.9.2 If COUNCIL observes violation of this Article, CAR will direct CONTRACTOR to immediately remove such violations. COUNCIL will also investigate complaints alleging violation of the Article. If the investigations concludes violation(s) exist, CAR will direct CONTRACTOR to immediately remove such violation(s).

**17.10 Freedom from Sexual Harassment.** COUNCIL has a policy to provide a work environment free of sexual harassment, whether verbal or physical.

17.10.1 CONTRACTOR shall require its employees, Subcontractors, Suppliers, and other persons providing materials and services for this Agreement, to conform to this policy as their actions may relate to employees of COUNCIL, CONTRACTOR and others involved with the Project. Criteria for determining sexual harassment are outlined in COUNCIL policy, which is available to CONTRACTOR upon request.

17.10.2 If COUNCIL observes violation of this Article, CAR will direct CONTRACTOR to take actions as may be necessary to avoid continued violation(s). COUNCIL will also investigate complaints alleging violation of this Article. If the investigation concludes violation(s) exist, CAR will direct CONTRACTOR to take actions as may be necessary to avoid continued violation(s).

**17.11 Indemnity and Rights are Cumulative.** All rights of indemnity or contribution granted by these General Conditions under or by the Contract Documents or under Laws and Regulations, are cumulative.

**17.12 Consistency with County Solid Waste Plan.** In accordance with Minnesota Statutes, Section 115A.46, subdivision 5, the CONTRACTOR agrees and represents that all disposal of solid waste under this contract will be consistent with the solid waste management plan of the county in which the solid waste was generated.

**17.13 Commissioner of Health Requirements Relating to Asbestos.** All asbestos-related work or asbestos management activity performed by the CONTRACTOR under this contract, if any, will be performed:

17.13.1 by persons or Subcontractors licensed or certified (for the types of such work or activity to be carried out) by the Commissioner of Health under the Minnesota Asbestos Abatement Act,

17.13.2 in accordance with rules prescribed by the Commissioner of Health related to asbestos abatement and asbestos management activity.

Minnesota Statutes, Sections 326.70 to 326.81; and

Prior to commencing any such work, the CONTRACTOR will provide to the COUNCIL copies of currently valid licenses or certificates (for all types of asbestos-related work or asbestos management activities to be carried out under this contract) issued by the Commissioner of Health under the Minnesota Asbestos Abatement Act.

**END OF DOCUMENT**

# **00800 SUPPLEMENTAL CONDITIONS**

## **For**

### **Small Construction Services Contracts**

This **Document 00800 Supplemental Conditions** amends or supplements **Document 00700 General Conditions** of the Contract Documents. All provisions which are not so amended or supplemented remain in full force and effect. The terms used in this **Document 00800 Supplementary Conditions**, and which are defined in **Document 00700 General Conditions** have the same meanings as are assigned to them in **Document 00700 General**.

#### **Change General Conditions (Document 00700) Article 5. Bonds and Insurance as follows:**

1. **Article 5.1 Payment and Performance Bonds.** Add, "The provisions of Document 00700 article 5.1 apply only if the amount of the Total Bid exceeds \$175,000."
2. Delete article **5.3.10.1 Workers' Compensation** in its entirety, and replace with
  - 5.3.10.1 Workers' Compensation, covering the CONTRACTOR, with: (i) other States endorsement, (ii) if navigable waterways are adjacent to or on the Work Site, then United States Longshoremen and Harbor Workers Act coverage, and (iii) Coverage B
    - Employer's Liability, including maritime (if applicable)
  - 1.1 Limit of Liability: Statutory compensation and Employer's Liability of:
    - (i) \$100,000 each accident; (ii) \$100,000 disease, each employee; and
    - (iii) \$500,000 disease, policy limit
3. Delete article **5.3.10.2 Commercial General Liability Insurance** in its entirety, and replace with:
  - 5.3.10.2 Commercial General Liability insurance on an occurrence form ISO CG 00 01 12 04 (or its equivalent) and, if necessary, commercial umbrella insurance, including: (i) Personal Injury and Advertising liability; (ii) Broad Form Property damage; (iii) Premises and Operations; (iv) Elevator and Escalators (if any under this Agreement); (v) Independent Contractors (let or sublet work); (vi) Completed Operations and Products liability (which shall be maintained for two years after Substantial Completion); (vii) Contractual liability for CONTRACTOR's indemnity obligations assumed in ARTICLE 6. Policy must also be endorsed with ISCO CG 24 17 10 01, or its equivalent, if any Work will be within 50' of a Railroad; (viii) Explosion, Collapse, and Underground; (ix) Incidental Medical Malpractice; (x) Non- Owned Watercraft; (xi) Limited Worldwide liability; (xii) Fire Legal liability; (xiii) Extended Bodily Injury; (xiv) Automatic coverage for Newly Acquired Organizations; and (xvi) Host Liquor liability.
    - 2.1 Limit of Liability: (i) Per Occurrence, **\$2,000,000**; (ii) Annual Aggregate, **\$2,000,000** per location or project; (iii) Products/Completed Operations, **\$2,000,000** aggregate; (iv) Personal and Advertising Injury, **\$1,000,000** aggregate and **\$1,000,000** occurrence; (v) Fire Damage, \$50,000 any one fire; and (vi) Medical Expense, \$5,000 any one person;

**END OF DOCUMENT**

# **00870 Disabled Persons Affirmative Action Clause**

Affirmative Action for Disabled Workers  
(Pursuant to Minnesota Rules, Part 5000.3550)

## **Part 1 General**

- 1.1 The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 1.2 The CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 1.3 In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 1.4 The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 1.5 The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statutes, Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

**END OF DOCUMENT**

# 00875 Equal Employment Opportunity Construction Contract Specifications

(Pursuant to Minnesota Rules, Part 5000.3535)

## Part 1 General

- 1.1 The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs 4(a) through (o) of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR shall reasonably be able to achieve in each construction trade in which it has employees in the covered area. The CONTRACTOR shall make substantially uniform progress toward its goals in each craft during the period specified.
- 1.2 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the CONTRACTOR's obligations under these specifications, Minnesota Statutes, Section 363A.36 of the Minnesota Human Rights Act, or the rules adopted under the act.
- 1.3 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.
- 1.4 The CONTRACTOR shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the CONTRACTOR's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - A. Make a good faith effort to maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR's employees are assigned to work. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - B. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - C. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If an individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.

- D. Provide immediate written notification to the Commissioner of the Minnesota Department of Human Rights when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.
- E. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs especially those programs funded or approved by the State of Minnesota. The CONTRACTOR shall provide notice of these programs to the sources compiled under (b).
- F. Disseminate the CONTRACTOR's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.
- G. Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work on any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- H. Disseminate the CONTRACTOR's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR's equal employment opportunity policy with other contractors and subcontractors with whom the CONTRACTOR does or anticipates doing business.
- I. Direct its recruitment efforts, both oral and written to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving CONTRACTOR's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- J. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR's work force.
- K. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, such opportunities.

- L. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the CONTRACTOR's obligations under these specifications are being carried out.
  - M. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - N. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - O. Conduct a review, at least annually, of all supervisors' adherence to and performance under CONTRACTOR's equal employment opportunities policies and affirmative action obligations.
- 1.5 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations [4(a) to (o)]. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 4(a) to (o) of these specifications provided that: the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR's and failure of such a group to fulfill an obligation shall not be defense for the CONTRACTOR's noncompliance.
- 1.6 Goals for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of Part 5000.3520 if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally, the CONTRACTOR may be in violation of Part 5000.3520 if a specific minority group of women is underutilized).
- 1.7 The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, disability, or age.
- 1.8 The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from government contracts under the Federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section 363A.36.
- 1.9 The CONTRACTOR shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, Section 363A.36, and their implementing rules. Any CONTRACTOR who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section 363A.36.

- 1.10 The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 4, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of Minnesota Statutes, Section 363A.36, their implementing rules, or these specifications, the Commissioner shall proceed in accordance with Part 500.3570.
- 1.11 The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 1.12 Nothing herein provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards or compliance or upon the application of requirements for the hiring of local or other area residents.

**END OF DOCUMENT**

# 00880 Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity

(Pursuant to Minnesota Rules, Part 5000.3530)

## Part 1 General

- 1.1 Terms as used in this **Document 00880 Notice Of Requirements For Affirmative Action To ensure Equal Employment Opportunity** are as defined in Minnesota Rules, Part 5000.3400.
- 1.2 Consistent with Minnesota Rules, Part 5000.3530, if a contract for this Project is awarded in excess of \$100,000, the following shall be applicable:
- A. The offeror's or quoter's attention is called to the "equal opportunity clause" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR's aggregate work force in each trade on all construction work in the covered area are as follows:

Geographical Area	Geographical Area	Goal for minority participation in each trade (%)	Goal for female participation in each trade (%)
Hennepin and Ramsey County		32	20
	Anoka, Carver, Dakota, Scott, and Washington Counties	22	15
Sherburne County		15	12

These goals are applicable to all the CONTRACTOR's construction work (whether or not it is state or state-assisted) performed in the covered area.

The CONTRACTOR's compliance with Minnesota Statutes, Sections 473.144 and 363A.36, and Minnesota Rules, Part 5000.3520, shall be based on its implementation of the equal opportunity clause, specific affirmative action obligations required by the specifications in Minnesota Rules, part 5000.3540 and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the CONTRACTOR must make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the CONTRACTOR's goals is a violation of the contract, Minnesota Statutes, Sections 473.144 and 363A.36, and Minnesota Rules, Part 5000.3520. Compliance with the goals will be measured against the total work hours performed.

- C. The CONTRACTOR must provide written notification to the Compliance Division of the Minnesota Department of Human Rights within 10 working days of award of any construction subcontract at any tier for construction work under the contract resulting from the solicitation. The notification must list the name, address, and telephone number of the subcontractor;

employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- D. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the geographical area where the contract is to be performed. The geographical area for this notice and this contract is the Seven County Metropolitan Area, consisting of the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, Sherburne and Washington.

**END OF DOCUMENT**

## SECTION 01 10 00 SUMMARY

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Location and Summary of the Work.
- B. Coordination with the **COUNCIL**.
- C. CONTRACTOR's access and use of the site.
- D. Site access by others.
- E. Pre-Construction (Pre-Con) Meeting Submittals.
- F. Substantial Completion.
- G. Substitution Procedures.
- H. Applications For Payment.
- I. Project Meetings.
- J. Electronic Communications Protocol.
- K. Construction Progress Documentation.
- L. Submittal Procedures.
- M. Special Project Procedures.
- N. Quality Control.
- O. Temporary Facilities and Controls.
- P. Product Requirements.
- Q. Cutting and Patching Existing Work.
- R. Starting and Adjusting.
- S. Close Out Procedures.
- T. Close Out Submittals

- U. These specifications are written in imperative mood and streamlined form, directed to the CONTRACTOR unless specifically noted otherwise. The words “shall be” are included by inference where a colon ( : ) is used within sentences or phrases.

## 1.2 LOCATION AND SUMMARY OF THE WORK

- A. The Work of this Contract is located at the East Metro Garage located at 820 L'Orient Street, St. Paul, MN 55130. The Work will be located on **COUNCIL**-owned property
- B. The Work of this Project includes removal of four Bradley-style semi-circular sinks and installation of new vanity, lavatories, mirrors and associated fixtures in the men's and women's restrooms.
- C. All work must be accomplished compliant with OSHA regulations, as expressed in 29CFR1910 and 29CFR1926. Further, all contractors must identify their Designated Competent Person to the CAR.

## 1.3 COORDINATION WITH THE COUNCIL

- A. Cooperate fully with **COUNCIL** staff when working on existing **COUNCIL** facilities to ensure **COUNCIL**'s concerns regarding access, egress, construction schedules, and other matters of importance to the **COUNCIL** are accounted for during the duration of the project.
- B. Coordinate all work and actions with the CAR. Notify CAR of work affecting the operation of existing facilities prior to its start. DO NOT begin this work without CAR's authorization.
- C. In each restroom, only one sink may be removed at a time and must be up and operational before work may begin on the second sink.
- D. Contractor responsible for providing dust control and barriers around the work area to protect adjacent areas and staff.

## 1.4 CONTRACTOR'S ACCESS AND USE OF THE SITE

- A. Access to the site for the CONTRACTOR, its sub-contractors, vendors, materials suppliers, and others providing goods or labor for this project, shall be only where indicated on the drawings and at other locations authorized by the CAR in writing.
- B. Confine work operations to areas permitted under the Contract. Keep existing driveways, sidewalks, and entrances clear and available. Do not interrupt any existing operation except as authorized by the CAR.
- C. DO NOT permit employees to reside at the Project site. Employees shall park only in areas designated by the CAR. Employees are responsible for fully complying with all laws when parking off site.

## 1.5 SITE ACCESS BY OTHERS

- A. Afford other Contractors, utility owners, regulatory agency representatives, **COUNCIL** staff and visitors authorized by the **COUNCIL** access to the site.

## 1.6 PRE-CONSTRUCTION (PRE-CON) MEETING SUBMITTALS

- A. Submit an electronic copy of the following 3 days prior to the Pre-Con Meeting:
1. Identification of **individual(s) authorized** to act on behalf of the CONTRACTOR, including name(s), home and work addresses, sample(s) of signature, and home, work, cell phone, and pager telephone numbers.
  2. Identification of CONTRACTOR's **Principal Staff** information, including names, work addresses, and work, cell phone, and pager telephone numbers.
  3. Identification of CONTRACTOR's **site representative** including name, home and work addresses, and home, work, cell phone, and pager telephone numbers
  4. A **Schedule of Values** for all lump sum items.
  5. A **Preliminary Progress Schedule**.
  6. A **Proposed Schedule of Submittals**.
  7. CONTRACTOR's **Safety Plan/Program**
  8. Identification of CONTRACTOR's **Designated Competent Person**, including name, work addresses, and work, cell phone, and pager telephone numbers.

## 1.7 SUBSTANTIAL COMPLETION

- A. Substantial completion shall be as identified in the Contract Agreement.
- B. The CONTRACTOR must coordinate with the CAR to clearly identify all requirements for Substantial Completion. The CAR will be the sole determinant of Substantial Completion.

## 1.8 SUBSTITUTION PROCEDURES

- A. Whenever an item is specified or described by using the name of a proprietary item or the name of a particular Supplier, the specification or description establishes the type, function, 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 or material or equipment of other Suppliers may be accepted by **COUNCIL** under the following circumstances:
1. "Or-Equal": If in **COUNCIL**'s sole discretion an item proposed by CONTRACTOR is equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by **COUNCIL** as an "or-equal" item, in which case review and approval of the proposed item may, in **COUNCIL**'s sole discretion, be accomplished without compliance with the requirements for acceptance of proposed substitute items.
  2. Substitute Items: If in **COUNCIL**'s sole discretion an item proposed by CONTRACTOR does not qualify as an "or-equal" item, it will be considered a proposed substitute item and CONTRACTOR shall submit sufficient information to allow **COUNCIL** to determine that the item proposed is an acceptable substitute.
- B. Submit request for substitute item on **COUNCIL** Form SR-1 (attached at end of this **Section 01 10 00**).

## 1.9 MEASUREMENT AND PAYMENT

- A. BASE BID - Bid Item No. G1 has been provided in the Bid Form for " New counters, wall opening and finishes repairs". Measurement is Lump Sum the installation of the new counters, opening block wall for plumbing and counter supports, and repair of finishes disturbed. Payment will constitute full compensation for all work and costs to furnish and install material in place.
- B. BASE BID - Bid Item No. G2 has been provided in the Bid Form for "Mechanical Work". Construction activities for performing the plumbing and mechanical work. Payment shall constitute full compensation for all work, material and costs associated with Mechanical Work.
- C. BASE BID - Bid Item No. G3 has been provided in the Bid Form for "Remainder of Work". Remainder of Work shall include all costs incurred to fully complete the project identified in the documents. Payment shall constitute full compensation for all work, material and costs associated with Remainder of Work

## 1.10 APPLICATIONS FOR PAYMENT

- A. Submit Applications For Payment consistent with schedule provided by CAR.
- B. Intermediate Applications For Payment Format:
  - 1. Cover Sheet: **COUNCIL** Form C-21A Payment Claim Construction Form.
  - 2. Support Documentation: CONTRACTOR's standard electronic printouts in format acceptable to CAR.
- C. Final Application For Payment Format:
  - 1. Cover Sheet: **COUNCIL** Form C-21A Payment Claim Construction Form.
  - 2. Support Documentation: CONTRACTOR's standard electronic printouts in format acceptable to CAR.
  - 3. **COUNCIL** Form C-31A Final Inspection Certificate Form.
  - 4. **COUNCIL** Form C-31C Certificate By Contractor Form.
  - 5. Statement By Surety.
  - 6. Minnesota Department of Revenue Form IC-134 Withholding Affidavit For Contractors.
  - 7. MPCA Notice of Termination if project required a MPCA Storm Water Discharge Permit.

## 1.11 PROJECT MEETINGS

- A. Various project meetings may be held throughout the project, including:
  - 1. Pre-Construction Meeting;
  - 2. Pre-Installation Meetings;
  - 3. Weekly Progress Meetings;
  - 4. Start-up Meetings;
  - 5. Meetings with governmental entities having jurisdiction over the Work;
  - 6. Walk through for punch list;
  - 7. Post-Construction Conference to discuss and resolve unsettled matters; and
  - 8. Other meetings as may be requested by the CAR or CONTRACTOR.

- B. CAR will designate time and location of meetings. CONTRACTOR shall have representative(s) at each meeting.
- C. CAR will record minutes of meetings and furnish an electronic copy to CONTRACTOR and others as appropriate within 3 working days after each meeting.

#### 1.12 ELECTRONIC COMMUNICATIONS PROTOCOL

- A. **COUNCIL** utilizes a Web-based Electronic Communications System (ECS) (known as *E-Builder*).
- B. When directed by CAR, CONTRACTOR is to use ECS for all project-related document transmittals and written communications **EXCEPT: DO NOT** submit private or company confidential information to the Web-based ECS. All private or company confidential information should be submitted in hard-copy format only.
- C. Information regarding minimum equipment and internet connection requirements, ECS procedures, and CONTRACTOR training are available from **COUNCIL** at no cost.

#### 1.13 CONSTRUCTION PROGRESS DOCUMENTATION

- A. *Provide written schedule to the **COUNCIL** indicating the schedule for the duration of the project and time the Work will occur on site.*

#### 1.14 SUBMITTAL PROCEDURES

- A. Submittals:
  - 1. All submittals shall be accompanied by a Submittal Transmittal Form.
  - 2. Review all submittals including those by subcontractors, prior to submission to verify field measurements and conformance with the Specifications and Drawings.
  - 3. Submit as directed by CAR.
  - 4. Action Submittals must be approved prior to fabricating goods or beginning work contingent on approval of the submittal.
  - 5. Informational Submittals must be submitted as required by Contract Documents.
  - 6. Close Out Submittals must be submitted as required by Contract Documents.
- B. Review Procedures:
  - 1. Review of Action Submittals will be for general conformance with the design concept and Contract Documents. They shall not be construed as:
    - a. Permitting departure from the Contract requirements;
    - b. Relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials;
    - c. Approving departures from details furnished by the A/E; or
    - d. Approving substitutions to specified products or manufacturers.
  - 2. Action Submittals will be reviewed for conformance with Contract Documents and will receive one of the following actions:
    - “A” - Approved

- "B" - Approved as Noted
- "C" - Revise and Resubmit
- "D" - Rejected

3. **COUNCIL** will attempt to complete review of each submittal within 21 calendar days. For major equipment, inter-related system components, and/or items that require review by more than one discipline, **COUNCIL** will attempt to complete review of each submittal within 30 calendar days. Failure of **COUNCIL** to review a submittal within the 21 or 30 calendar days' time period, as identified above, shall not be the basis for **CONTRACTOR** to claim additional Contract Price or Contract Time.
4. Revise and resubmit rejected submittals and those requiring corrections or verification of information in a timely manner such that overall progress of the Work is not impeded.

### 1.15 SPECIAL PROJECT PROCEDURES

- A. **CONTRACTOR** shall apply for and obtain all other permits, licenses, and approvals not listed above that may be required for the Project.

### 1.16 QUALITY CONTROL

- A. **CONTRACTOR** is to retain an independent laboratory or testing agency (ITL) specialized and experienced in providing the required ITL Tests and Inspections.
  1. ITL shall meet the following criteria:
    - a. Authorized to operate in the State of Minnesota.
  2. Provide field quality control services as required by the Contract Documents, the A/E, the CAR, or governing authorities or authorized entities without limitation by the provisions of this Section.
  3. Provide ITL Test and Inspection services as specified or as may be required by the CAR from time to time.
  4. Note – pressure test on plumbing

### 1.17 TEMPORARY FACILITIES AND CONTROLS

- A. ALL equipment used within Metro Transit facilities **MUST** be powered by electricity or battery sources. Diesel fired equipment, non-battery powered equipment, and non-electric powered equipment shall **NOT** be used within Metro Transit facilities without written approval by the CAR.
- B. Provide suitable materials and equipment for temporary services and utilities as required for continuous operation of existing facilities.
- C. Provide each temporary service and facility ready for use at each location when service or facility is first needed.
- D. Temporary Electric Service:
  1. The **COUNCIL** will provide the **CONTRACTOR** with 120VAC electrical power service for temporary use by the **CONTRACTOR**'s workforce at no cost to the **CONTRACTOR**.
  2. Provide circuits of adequate size and proper characteristics with ground fault interrupters; identification warning signs at power outlets that are other than 110-120

volt power; polarized outlets for plug-in type outlets; receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for use with power tools and equipment; grounded extension cords and "hard-service" cords where exposed to abrasion and traffic; and temporary lighting to sufficiently illuminate work areas.

- E. Sanitary Facilities: Provide self-contained toilet units or water and sewer connected temporary toilet facilities with adequate supply of toilet tissue, paper towels, paper cups and similar disposable materials appropriate for each facility. Provide appropriate covered waste containers for used material.
- F. Water Facilities: Provide drinking water fountains where piped potable water is accessible. Otherwise, provide containerized tap-dispenser bottled-water type drinking water units.
- G. Provide and operate environmental protection facilities and conduct construction activities to assure compliance with environmental regulations. Employ approved abatement techniques when dust nuisance or hazard occurs, and when directed by the CAR.
- H. Comply with recognized standards and code requirements for erection of substantial, structurally adequate barricades where needed to prevent accidents and losses.
- I. Provide warning signs with appropriate colors and graphics to inform personnel on site and the public of hazards present.
- J. Install and maintain temporary fire protection facilities of types needed to protect against fire losses, consistent with applicable provisions of NFPA 10.
- K. Install temporary fencing and entrances.
- L. Provide temporary enclosure of materials, equipment, work in progress, and completed portions of the Work from effects of exposure, inclement weather, other construction operations, and similar activities.
- M. Provide temporary enclosures where temporary heat is required.
- N. Access to and from public roads shall be made only at existing crossings or entrances with written approval of the public authority.
- O. Provide and maintain dust control measures on all access and haul roads.

#### **1.18 PRODUCT REQUIREMENTS**

- A. Transport and handle products in accordance with manufacturer's instructions. Handle and lift products only at designated lift points and by methods to avoid soiling, disfigurement, bending, overstrengthening, and damage.
- B. Store products in manner required to avoid any damage caused by all environmental conditions and to prevent accumulations of dirt, standing water, staining, chipping, or cracking.

- C. Comply with manufacturer's storage service requirements to protect equipment and materials.
- D. Comply with manufacturer's installation instructions.
- E. Clean and protect work in progress.

#### **1.19 CUTTING AND PATCHING EXISTING WORK**

- A. Inspect existing conditions and ensure they are suitable for work to begin prior to commencement of cutting and patching work.
- B. Do not cut or patch operating elements or safety related components in a manner that will result in reducing their capacity to perform as intended, result in increased maintenance, or result in decreased operational life or safety.
- C. Protect existing facilities from damage due to work activities, equipment and worker traffic, and exposure to the elements.
- D. Execute work by methods to avoid damage to other work and to provide surfaces to receive patching and finishing.
- E. Patch and finish with similar materials.

#### **1.20 STARTING AND ADJUSTING**

- A. Prepare each system, equipment, and device for start-up, testing, adjusting, and demonstrating.
- B. Cooperate with all parties involved and provide access to equipment and systems.
- C. Notify CAR at least 24 hours in advance of start-up, testing, and demonstration.
- D. Provide authorized and qualified manufacturer-approved representative(s) to inspect equipment installation prior to start-up and to supervise placing equipment in operation.
- E. Inspect, adjust, and balance equipment and systems to assure that they are fully operational. Provide all instruments, tools, and other equipment required to complete these tasks.
- F. Following inspecting, adjusting, and balancing, demonstrate that each component of each system and the related instrumentation and control equipment operate consistent with the Contract Documents or, if no specific performance requirements are stated, in accordance with normal equipment practice.
- G. Demonstrate smooth operation, without excessive noise or vibration; equipment is responsive to manual and automatic controls; control and protective devices are properly set; and equipment will run on controlled or intermittent basis.
- H. Demonstrate alarm and safety lockout systems function correctly with instrumentation and control.

- I. DO NOT start-up any piece of equipment or system, until **COUNCIL** personnel have been given operation and maintenance instruction and CAR approves start-up.
- J. Start-up each piece of equipment or system in proper sequence and only under the supervision of responsible and qualified manufacturer's representative.

#### **1.21 CLOSE OUT PROCEDURES**

- A. Submit red-line drawings indicating recorded field changes.
- B. Submit Record Shop Drawings.
- C. Execute final cleaning of project site prior to final inspection.

#### **1.22 CLOSE OUT SUBMITTALS**

- A. Provide Materials and Finishes Manuals, Operating Manuals, and Technical Repair Manuals for all materials, equipment and systems installed.
- B. Provide executed copy of manufacturer's standard warranties.
- C. Provide executed copy of manufacturer's extended (special) warranties.
- D. Provide executed copy of all required bonds.

**PART 2 PRODUCTS NOT USED**

**PART 3 EXECUTION NOT USED**

**END OF SECTION**

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**SUBSTITUTION REQUEST**

Date:	
Project Name:	
Project Number:	
Contract Number:	
Contractor:	

The **COUNCIL** is hereby requested to consider this Substitution Request. The pertinent specifications and/or drawings include the following:

**SPECIFICATIONS**

Section/Article Number:	
Equipment/Materials:	
Listed Manufacturers:	

**DRAWINGS**

Sheet Number(s):	
We propose the following as a substitution:	
Manufacturer:	
Model Number:	
Reason for Substitution Request:	
Changes required to the Contract Documents to adapt the design for the proposed substitution:	

## SUBSTITUTION REQUEST (cont.)

ALL variations of  
proposed substitution  
from specifications:

Location of available  
maintenance, repair, and  
replacement service:

License fee or royalty  
payment to use proposed  
substitution:

Extent to which  
Substantial Completion  
will be affected:

Direct & indirect costs or  
credits if substitution is  
accepted:

We certify the equipment/material proposed as a substitution:

1. Has been investigated and determined to meet or exceed the quality level of the specified product.
2. Is similar in salient features to that specified.
3. Will contain the same warranty or better as for the specified product.
4. Will be coordinated with and all necessary installation changes to other work that may be required for the Work to be complete in all respects and will be made at no additional cost to the **COUNCIL**.
5. Will be suited to the same use as that specified.
6. Will perform the functions and achieve the results called for by the general design.
7. Will be completed for the additional costs and/or the time extensions identified above or as may subsequently be agreed to. All further claims for additional costs and/or time extensions that may subsequently become apparent are hereby expressly waived.

We further certify that all costs incurred by the **COUNCIL** for review or redesign services that may be associated with required re-approvals by governing authorities will be paid for by the CONTRACTOR.

Date: \_\_\_\_\_

/s/ \_\_\_\_\_

\_\_\_\_\_  
Title

## **ATTACHMENT A: SCOPE OF WORK**

### **EAST METRO GARAGE LAVATORY RENOVATIONS- 2025**

**PROJECT NUMBER 62790**

**CONTRACT NUMBER 25P032**

#### **Project Information:**

Metro Transit, a division of the Metropolitan Council, requires the removal of existing Bradley sinks in the dispatch section of East Metro Garage, and the installation of vanity-style sinks in the same area.

#### **Project Description:**

Metro Transit is requesting the removal of two Bradley-style semi-circular sinks in the men's and women's restrooms at the East Metro Garage facility, and the installation of new vanity, lavatories, mirrors, and associated fixtures.

#### **Project Scope of Work:**

- Participate in an on-site meeting to view and measure the spaces if necessary.
- Remove existing Bradley-style sinks and retain on-site for spare parts use in the future. Facility manager will provide access to a location to store the removed sinks.
- Procure and install new vanity tops, sinks and associated fixtures to replace two of the Bradley-style sinks.
- Remove another two half-circle wash fountains in the back of the restrooms and replace with two new 3-basin stainless steel system with touchless faucets shown in the Attachment B Materials documents. Consult attached drawings for fixtures and installation dimensions. Do not deviate from installation measurements as noted on the drawings, as these new fixtures must meet ADA code.

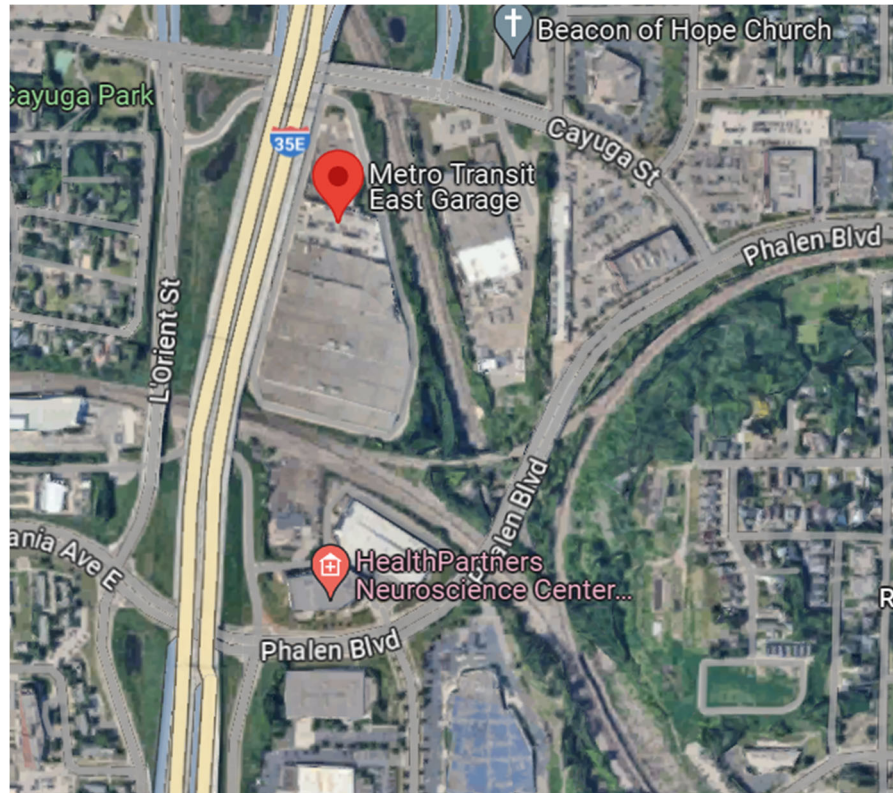
#### **Project Deliverables:**

- Removal of four existing sinks, and installation of new fixtures as shown on attached documents.

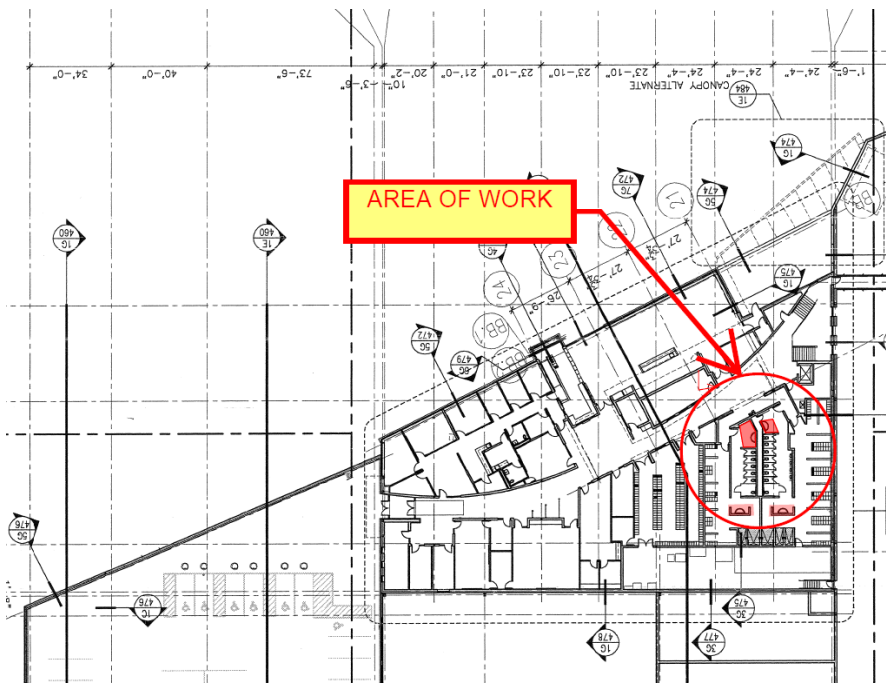
#### **Project Schedule:**

- Project to be completed by October 2025, or as agreed to with Project Coordinator.
-

Metro Transit East Garage  
820 L'Orient St  
St Paul, MN 55130



Upper floor plan and  
area of work



# Attachment B: Materials

## East Metro Lavatory Materials

### Sink

Lavatory Undermount Bowl - ADA: American Standard "Ovalyn", No. 0495.300, vitreous China, undermount sink supplied with mounting kit and template.

Thermostatic Mixing Valve: Provide Lawler TMM-1070 (or equal by Watts) lead free mechanical mixing valve with thermostatic limit stop to conform to ASSE-1070 requirements, with stop/strainer/check valves, and flexible stainless-steel connectors.

Provide flexible vinyl insulation system kit, equal to Truebro, Handi-Lav Guard No. 102W with Accessory No. 105.

Multi-station surgeon's Washup Sink – SPS: J-6020 Seamless welded construction of 14 ga. Type 304 stainless steel. 1-1/2" roll rim on front and sides. Interior Surfaces polished with a Hand-Blended Just Finish. Exposed exterior surfaces to have a brush standard finish. Supported by two two 14 gauge, type 304 stainless steel wall brackets and 14 gauge stainless steel wall clips. Drain punched for Just J-35FS drain. Certified to ASME/CSA B45.4; UPC; IPC.

### Sensored Faucet

Sloan 3315025 BT EBF-650 Optima Sensor Faucet 0.5GPM

Sloan OPTIMA Plus, Model EBF-650, battery powered, chrome plated brass sensor operated 4" center set electronic hand washing faucet for hot/cold water operation, 0.5 gpm vandal resistant spray head, (BDM) below deck mechanical mixing valve with check valves on hot and cold-water inlets. Chicago No. 327-ACP open grid strainer.

AquaSense Back Mount Battery Powered Faucet (PG55)

AquaSense Z6922-XL. ADA compliant. Battery powered, chrome plated sensor faucet for retrofit and new construction. Flow rate 1.5 gpm Vandal Resistant Laminar Flow (-J\*). Occupant Detection, infrared convergence-type proximity sensor. Thirty Second Time out feature. Spout module, Chrome Plated Cast Brass. Includes In-line filter, four "AA" batteries, inlet for a 1/2" ball riser. Power Supply sold separately – ACA 6VDC Plug-In Power Converter. HW6 Hardwired Power Converter.

### Soap Dispenser

Bobrick B-830 SureFlo Tank-In-A-Box Soap System

**See attachment:** Soap Dispenser SureFlo

DESIGN

LABOR SAVINGS

SUSTAINABLE

HYGIENIC

BOBRICK

BUILDING VALUE SINCE 1906

## B-830 SureFlo® Tank-In-A-Box Soap System for Busy Restrooms.



Now available with foam soap dispensing option.

SureFlo System dispenses  
24,000 hand washes from 1 box.

# Unique SureFlo System now dispenses foam or liquid soap for unsurpassed labor savings and sustainability.

## DESIGN

### IDEALLY DESIGNED FOR HIGH TRAFFIC RESTROOMS

- Connects up to five B-823 or B-822 dispensers from one cabinet.
- Low soap level indicator virtually eliminates out-of-soap problems.

## LABOR SAVINGS

### REDUCES SERVICING TIME BY 80%

- One carton of SureFlo soap provides 24,000 dispenses between changeovers, compared to standard systems that last 2,000 or less dispenses per standard 800ml cartridge.
- Convenient front-access locking cabinet allows for simple one-minute servicing.
- Eliminates the need to remove ADA panels for constant changeovers.



## SUSTAINABLE

### BEING GREEN AND SEEING GREEN

- One SureFlo carton of soap equals 15-30 cartridges of soap.
- Built-in reservoir and unique tank-in-a-box packaging eliminate soap waste.

## HYGIENIC

### SECURE CONTAINMENT ENSURES HYGIENE

- Locking heavy-gauge type 304 stainless steel cabinet prevents contamination.

# SureFlo System is easy to specify, order and install with foam or liquid soap.

## How to Specify/Order FOAM System

- B-830 Cabinet
  - 833-359 Dispenser with 4" Spout (one per sink)
- Or
- 833-372 Dispenser with 6" Spout (one per sink)



## How to Specify/Order LIQUID System

- B-830 Cabinet
  - 830-341 Connector Kits (one per sink)
  - 830-359 Dispenser with 4" Spout (one per sink)
- Or
- 830-372 Dispenser with 6" Spout (one per sink)



## 12-liter Foam Soap:

**B-82512 Ecologo Green Foam Soap**

## 12-liter Liquid Soap:

**B-81412 Ecologo Green Lotion Soap**

**B-81312 Premium Gold Soap**

**B-81212 Pink Lotion Soap**

## Installation Tips:

- Standard 1" hole for each dispenser.
- All hardware provided.
- Easy-to-follow installation instructions included.
- Lifetime warranty with use of Bobrick SureFlo soap.





For more information on the products in this brochure and other Bobrick Accessories and Partitions, as well as helpful cost and payback calculators for our soap and towel dispensers please go to [www.bobrick.com](http://www.bobrick.com).

## Contact for Ordering and Service:



**BUILDING VALUE SINCE 1906**

**Customer Service:** 818-982-9600  
**Email:** [customerservice@bobrick.com](mailto:customerservice@bobrick.com)

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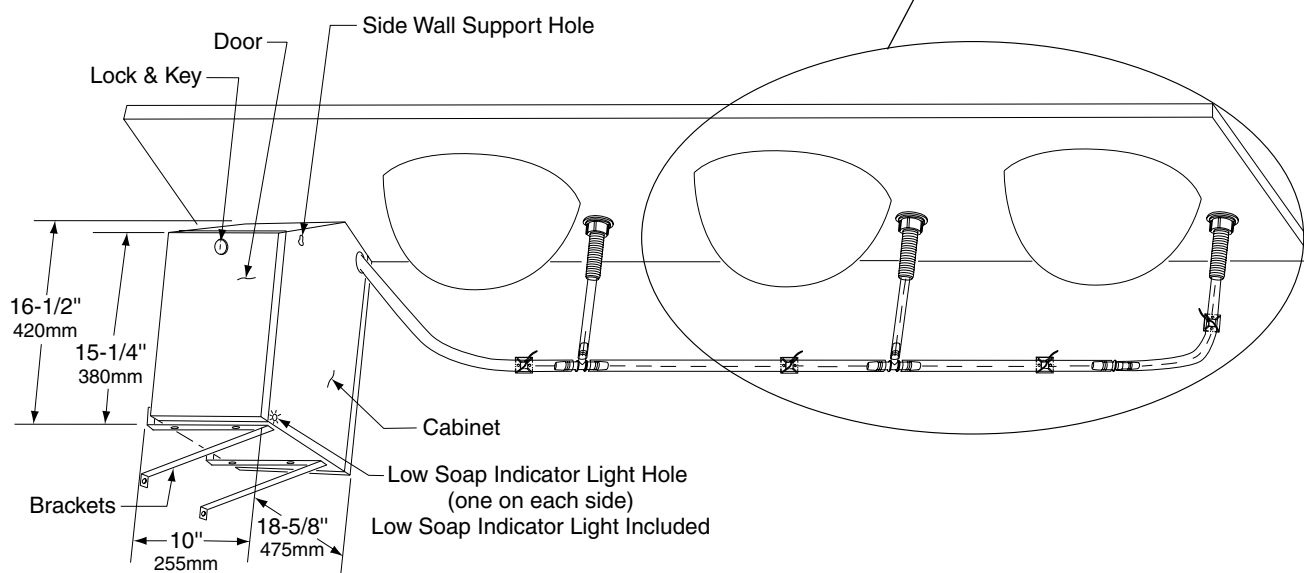
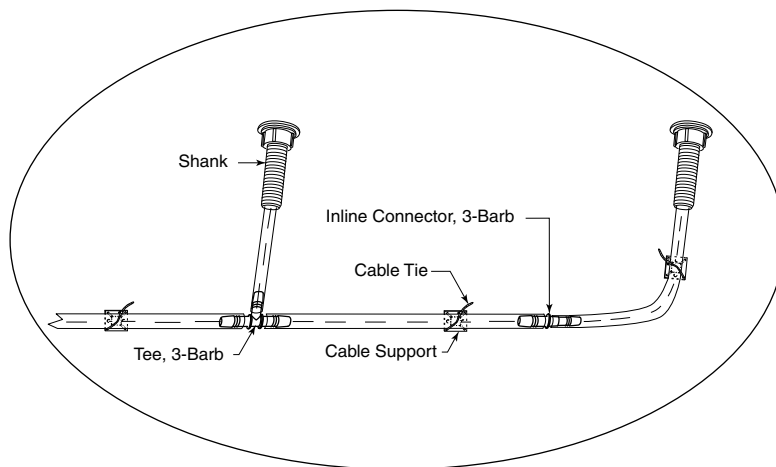


## Technical Data

# SUREFLO® LIQUID OR FOAM SOAP DISPENSING SYSTEM

## B-830 LIQUID OR FOAM

### B-830 Cabinet for 12-liter Soap Tank Cartridge



#### MATERIALS:

**Soap Cabinet** — 18-8, Type-304, 20-gauge (0.9mm) stainless steel. All-welded construction, with a side hole on each side for Low Soap Indicator Light. Exposed surfaces have #2B finish.

**Soap Cabinet Door** — 18-8, Type-304, 22-gauge (0.8mm) stainless steel. Exposed surfaces have #4 satin finish. Secured to cabinet with a full-length stainless steel piano-hinge. Equipped with a tumbler lock keyed like other Bobrick washroom accessories.

**Soap Reservoir Module** — 18-8, Type-304, 22-gauge (0.8mm) stainless steel. Permanent vinyl reservoir. Capacity: 0.5-gal. (2.0-L).

**Under Counter Tube Fittings** — Molded polyethylene.

**Soap Supply Tubing** — Clear vinyl.

continued . . .

## OPERATION:

Large-capacity, multi-lavatory soap dispensing system connects up to five existing or new Bobrick B-822 or B-823 Series Lavatory-Mounted Liquid or Foam Soap Dispensers specified and furnished separately. Soap cabinet can be mounted to the left, right, or rear wall, under the countertop or in a janitor's closet. Soap cabinet accommodates a 12-liter SureFlo liquid soap cartridge with either Pink Liquid, Gold Liquid, Green Liquid, or Green Foam Soap that equates to about 13,000 hand washes for liquid or 24,000 hand washes for foam soap. After soap tank cartridge empties completely, soap is delivered from a 2-liter reservoir that provides an additional 2,000+ (or 4,000 foam) hand washes. Red Low Soap Indicator light flashes when soap cartridge is empty and system is using reserve supply. SureFlo Soap Dispensing System eliminates frequent refilling of single dispensers, while reducing maintenance time and cost. Sealed system prevents air contamination of soap and allows system to remain primed when replacing empty SureFlo Soap Tank Cartridge. Guarantee: Bobrick B-822 and B-823 Series Lavatory-Mounted Soap Dispensers are guaranteed to dispense soap under normal use and maintenance when there is continuous, non-interrupted use of Bobrick SureFlo Soaps. This guarantee is limited to the repair or exchange of defective parts at the option of Bobrick and does not include labor charges to remove or reinstall soap dispenser(s) or parts. This guarantee is void by misuse or vandalism of the soap dispenser, and if soaps other than Bobrick's are used in the soap dispensers or soap system.

### Designer's Notes:

- Order the following items as listed below for the liquid B-830 SureFlo system:
  - Existing B-822 installed: B-830 Cabinet  
830-341 Connector Kit (1 per soap dispenser)
  - New installation: B-830 Cabinet  
830-341 Connector Kit (1 per soap dispenser)  
830-359 B-822 pump with Swivel Assembly and Shank
  - For countertops 1-3/4" or thicker order 822-408 full length B-822 shank, (1 per soap dispenser).
- Order the following items as listed below for the foam B-830 SureFlo system:
  - Existing B-823 Installed: Refer to B-823/B-833 Conversion Instructions
  - New installation: B-830 Cabinet  
833-359 (or 833-372 for 6" spout) B-823 pump assembly (1 per soap dispenser)

\*Note: 833-341 connector kit is included in each 833-359 or 833-372 pump assembly

- Up to a maximum of five lavatory-mounted soap dispensers may be connected to one Bobrick SureFlo Soap Dispensing System Soap Cabinet.

Bobrick SureFlo Soaps have been formulated to provide maximum dispensing operation.

SureFlo® Liquid Soap Tank Cartridges	
Description	12 liter
Pink Lotion Cleanser Liquid Soap	B-81212
Premium Gold Liquid Soap	B-81312
EcoLogo Green Liquid Soap	B-81412

SureFlo® Foam Soap Tank Cartridges	
Description	12 liter
EcoLogo Green Foam Soap	B-82512

**WARNING! DO NOT USE LIQUID SOAP IN FOAM SYSTEM OR VICE VERSA! THIS WILL VOID WARRANTY AND LIKELY REQUIRE REPLACEMENT OF ENTIRE SYSTEM!**

## INSTALLATION:

- Allow minimum 10" (255mm) horizontal clearance from sidewall to first adjacent lavatory.
- Allow clearance in front of the soap cabinet for the door to open downward and clear counter top to allow Soap Tank Cartridge to be removed and replaced.
- If Soap Cabinet is installed below a Soap Dispenser, avoid interference between top of Soap Cabinet and Soap Dispenser Shank and Shank Extension by:
  - Allowing 7" (180mm) vertical clearance between top of counter and top of Soap Cabinet, or
  - Install Soap Cabinet on:
    - Opposite side wall, or rear wall.

**CAUTION:** These instructions are a general guide only. Detailed instructions for installation, Form No. 830-569, is packed with each shipment and available in advance on request.

Provide backing in wall as specified in accordance with local building codes. Attach cabinet brackets with four screws or toggle bolts.

- Plaster or dry wall on studs — #12 x 2" (M5.5 x 50mm) sheet metal screws furnished.
- Solid concrete or brick walls — #12 x 2" (M5.5 x 50mm) sheet metal screws and plastic anchors, not furnished.
- For dry wall or concrete block wall — 3/16" x 3" toggle bolts with expander wing nut, furnished.

Connect B-822 or B-823 Series soap dispensers to B-830 SureFlo Dispensing System Cabinet per Installation Instructions.

## SPECIFICATION:

Lavatory-mounted soap dispensing system cabinet shall be Type-304 stainless steel with all welded construction. Door shall have satin finish and be secured to cabinet with a full-length stainless steel piano-hinge and equipped with a tumbler lock keyed like other Bobrick washroom accessories. System shall be capable of dispensing soap from a 12-liter tank cartridge to a maximum number of five soap dispensers. To ensure continuous soap supply, system shall have a 2-liter reservoir from which soap is automatically supplied when SureFlo Soap Tank Cartridge is empty. System shall be a sealed system to prevent air contamination of soap and to allow system to remain primed when replacing empty soap tank cartridge. Each soap dispenser includes an internal swiveling design (830 liquid only) in order to allow the dispenser to rotate 360° without losing its airtight seal. System shall easily be convertible back to individual B-822 or B-823 Series soap dispensers. Bobrick B-822 and B-823 Series Lavatory-Mounted Soap Dispensers are guaranteed (in accordance with the terms of the guarantee printed on the installation instructions and technical data sheet) when there is continuous, non-interrupted use of Bobrick SureFlo Soaps.

**Lavatory-Mounted Soap Dispensing System shall be Model B-830 of Bobrick Washroom Equipment, Inc., Clifton Park, New York; Jackson, Tennessee; Los Angeles, California; Bobrick Washroom Equipment Company, Scarborough, Ontario; Bobrick Washroom Equipment Pty. Ltd., Australia; and Bobrick Washroom Equipment Limited, United Kingdom.**



**J-6020**

**INSTITUTIONAL GROUP**

**MULTI-STATION  
 SURGEON'S WASH-UP SINK  
 with SENSOR FAUCETS**

**SUBMITTAL DATA**



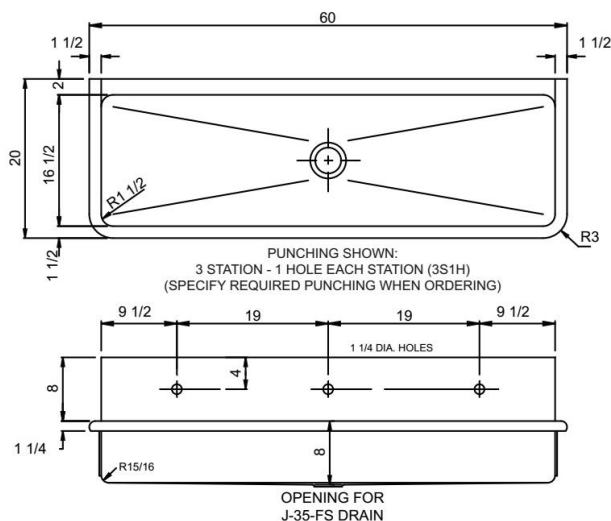
**SPECIFICATION**

Seamless welded construction of 14 ga. type 304 stainless steel. 1-1/2" roll rim on front and sides. Interior surfaces polished with a Hand-Blended Just Finish. Exposed exterior surfaces to have a brush standard finish. Supported by two 14 gauge, type 304 stainless steel wall brackets and 14 gauge stainless steel wall clips. Drain punched for Just J-35-FS drain. Certified to ASME/CSA B45.4; UPC; IPC.



U.S. Code  
 ASME A112.19.3/CSA B45.4

Sink certified to ASME A112.19.3/CSA B45.4; Uniform Plumbing Code (UPC); International Plumbing Code (IPC), by NSF International. Certified less fittings.



APPROVED FOR MANUFACTURING

MODEL NO.: **J-6020** QTY:

JOB NAME:

TAG/ITEM:

CUSTOMER:

SIGNATURE:



JUST MFG. COMPANY CONTINUES TO MAKE QUALITY AND FUNCTIONALITY A MARK OF THE JUST PRODUCT LINE. WE RESERVE THE RIGHT TO CHANGE PRODUCT INFORMATION WITHOUT NOTICE. DIMENSIONS MAY CHANGE AND MAY BE SUBJECT TO CHANGE WITHOUT NOTICE. NO RESPONSIBILITY IS ASSUMED FOR USE OF SUPERCEDED OR VOIDED DATA. JUST MFG. CO. SINKS ARE MADE IN THE U.S.A. WHEN COMPARING OTHER BRAND PRODUCTS, BE SURE TO COMPARE U.S.A. QUALITY ALONG WITH FEATURES AND DIMENSIONS.

**JUST MANUFACTURING COMPANY**

9233 KING STREET . FRANKLIN PARK . ILLINOIS . 60131-2111

PH: 847-678-5150

FAX: 847-678-6817

E-MAIL: [custserv@justmfg.com](mailto:custserv@justmfg.com)

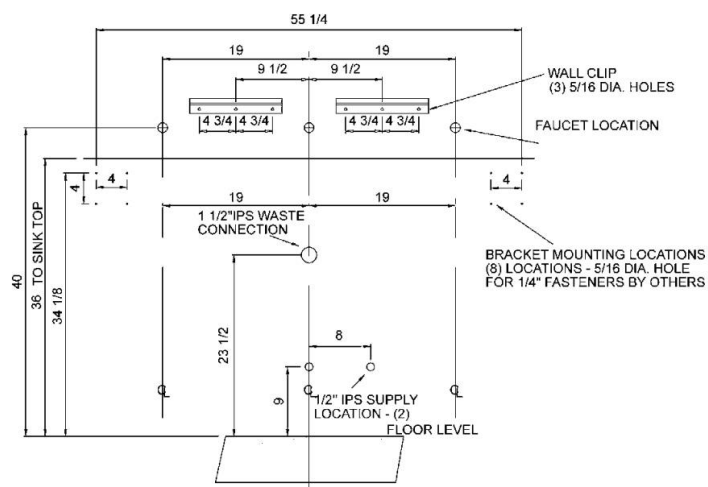
[www.justmfg.com](http://www.justmfg.com)

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J6020



**SUBMITTAL DATA**



## J-6020 ROUGH-IN

E-MAIL: [custserv@justmfg.com](mailto:custserv@justmfg.com) . [www.justmfg.com](http://www.justmfg.com)



AquaSense®  
 TAG \_\_\_\_\_

## Z6922-XL

AquaSense Back Mount Battery Powered Faucet



### Flow Control Options

- ☐ -E\* 1.5 gpm/ 5.7 Lpm Vandal-Resistant Aerator
- ☐ -F 0.5 gpm/1.9 Lpm Vandal-Resistant Non-Aerated
- ☐ -K\* 1.0 gpm/ 3.8 Lpm Vandal-Resistant Laminar Flow
- ☐ -L 1.0 gpm/ 3.8 Lpm Vandal-Resistant Aerator
- ☐ -M 0.35 gpm/1.3 Lpm Vandal-Resistant Non-Aerated
- ☐ -N 0.5 gpm/1.9 Lpm Vandal-Resistant Laminar Flow

### Power Supply Choices (Sold Separately)

- ☐ -ACA 6 VDC Plug-In Power Converter
- ☐ -HW6 Hardwired Power Converter

### Optional Power Supply Accessories

- ☐ -CWB Connector Wire for Hardwire Install
- ☐ -MJ Mini Junction Box

**NOTE: For Hardwire applications furnish P6000-HW6 power converter. Order P6000-HW6 power converter separately.**

**The P6000-HW6 and P6000-MJ will power up to 8 sensor faucets.**

Architectural/Engineering Approval

The information contained in this document is subject to change without notice.  
 Please contact Zurn for most up to date information.

ZURN INDUSTRIES, LLC. ♦ COMMERCIAL BRASS OPERATION  
 5900 ELWIN BUCHANAN DRIVE ♦ SANFORD NC 27330  
 PHONE: 1-800-997-3876 ♦ FAX: 919-775-3541  
 WWW.ZURN.COM  
 IN CANADA: ZURN INDUSTRIES LIMITED  
 7900 GOREWAY DRIVE UNIT 10 ♦ BRAMPTON, ONTARIO L6T5W6  
 PHONE: 905-405-8272 FAX: 905-405-1292

AquaSense® is a registered trademark of Zurn Industries, LLC.

### Engineering Specification

ADA compliant, battery powered, chrome plated sensor faucet for retrofit and new construction.

- Flow Rate  
1.5 gpm Vandal Resistant Laminar Flow (-J\*)
- Occupant Detection  
Infrared convergence-type proximity sensor  
Thirty Second Time out feature
- Spout module  
Chrome Plated Cast Brass
- Also Includes  
In-line filter  
4 "AA" batteries  
Inlet for a 1/2"[13] ball riser

### Accessories

- ☐ -CG CareGuard Aerator
- ☐ -DSA Drug Screening Applications
- ☐ -GA 3-1/2" Gooseneck Spout
- ☐ -GC 8" Gooseneck Spout
- ☐ -MT Mixing Tee
- ☐ -MV Temperature Mixing Valve
- ☐ -RR Reduced Range
- ☐ -SH Supply Hoses for Mixing Valve
- ☐ -SSH Single Stainless Supply Hose (-XL)
- ☐ -SO Rosette Spray Aerator
- ☐ -TMV Thermostatic Mixing Valve for Multiple Faucets
- ☐ -TMV-1 Thermostatic Mixing Valve for Single Faucets
- ☐ -XT Extended Range, Less Timeout
- ☐ -\_\_\_\_\_ Other

Careguard currently only available with -E, 1.5 Vandal Resistant Laminar Aerator.



\*This product should be used with a WaterSense labeled counterpart with a compatible flush volume to ensure that the entire system meets the requirements for water efficiency and performance.

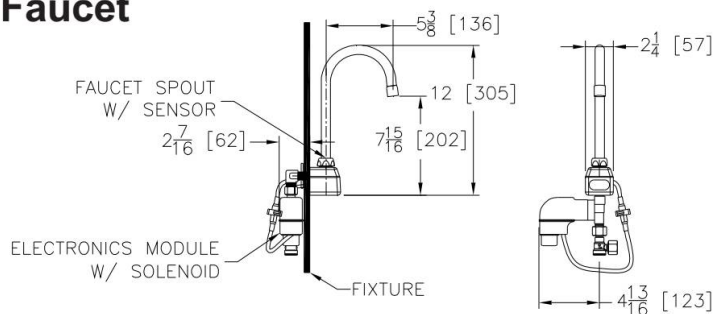
*Zurn Lead Free products (-XL) is the line of durable, high quality brass faucets and fixtures that are designed and manufactured to comply with Section 1417 of the Safe Drinking Water Act (SDWA) which mandates the weighted average lead content of no more than 0.25% of the wetted surface.*

Rev. A  
 Dwg. No. 312746

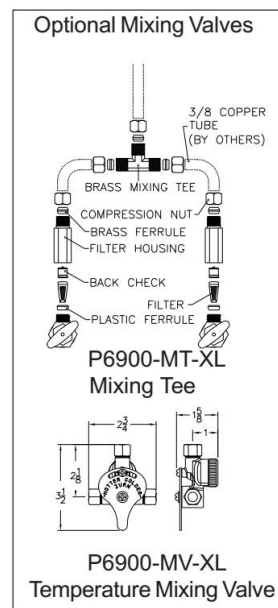
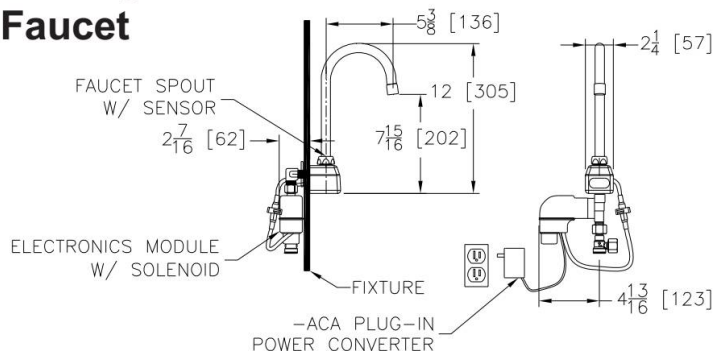
Date: 4/27/2017  
 Product No. Z6922-XL



## TYPICAL Z6922 AquaSense Battery Powered Faucet

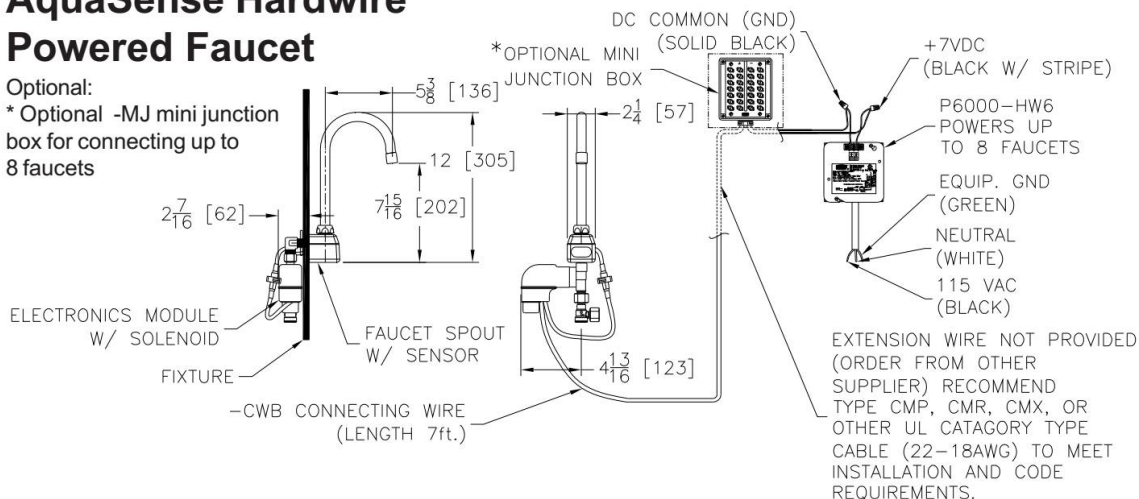


## TYPICAL Z6922-ACA AquaSense Plug-In Powered Faucet



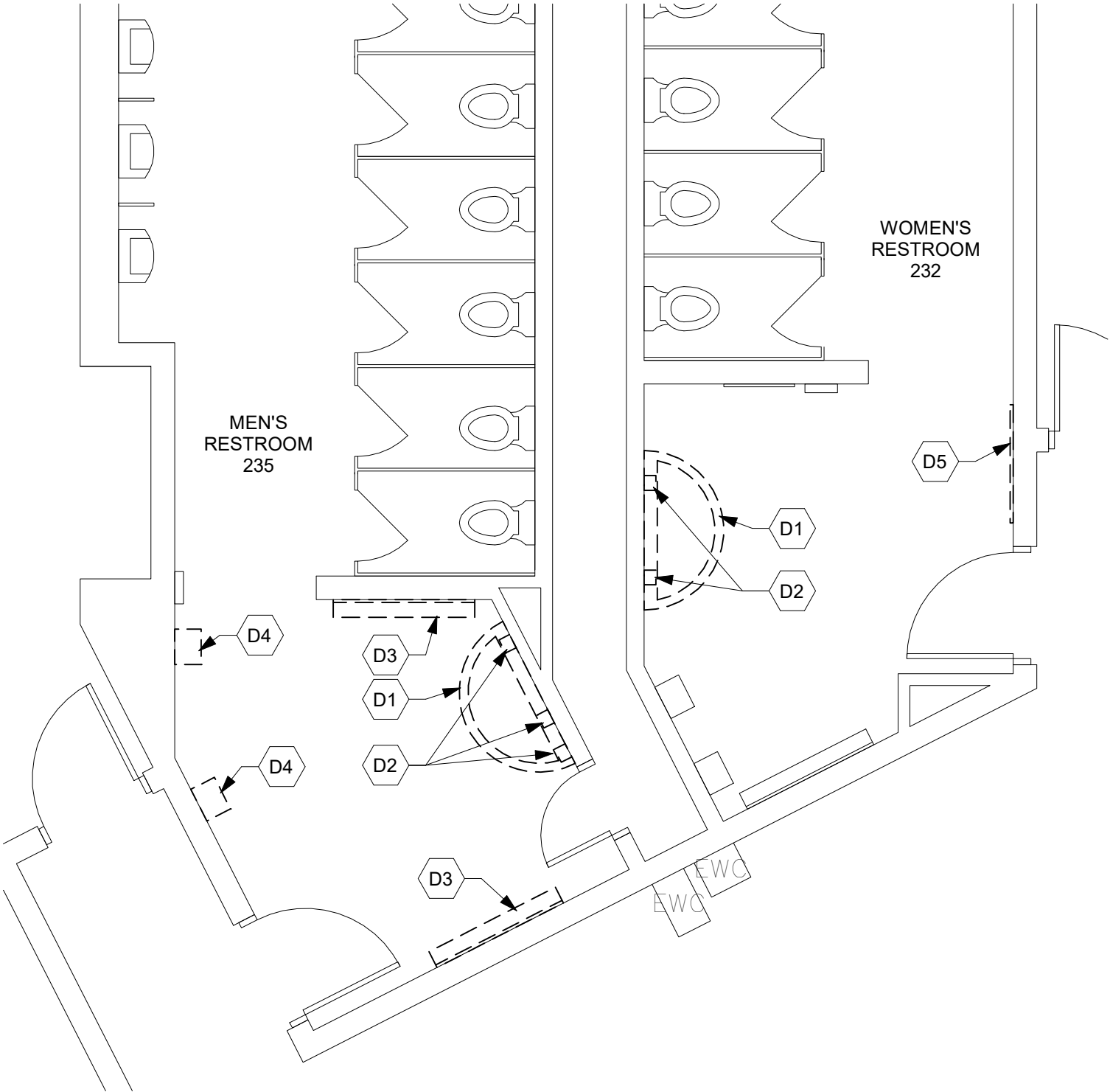
## TYPICAL Z6922-CWB AquaSense Hardwire Powered Faucet

Optional:  
 \* Optional -MJ mini junction box for connecting up to 8 faucets



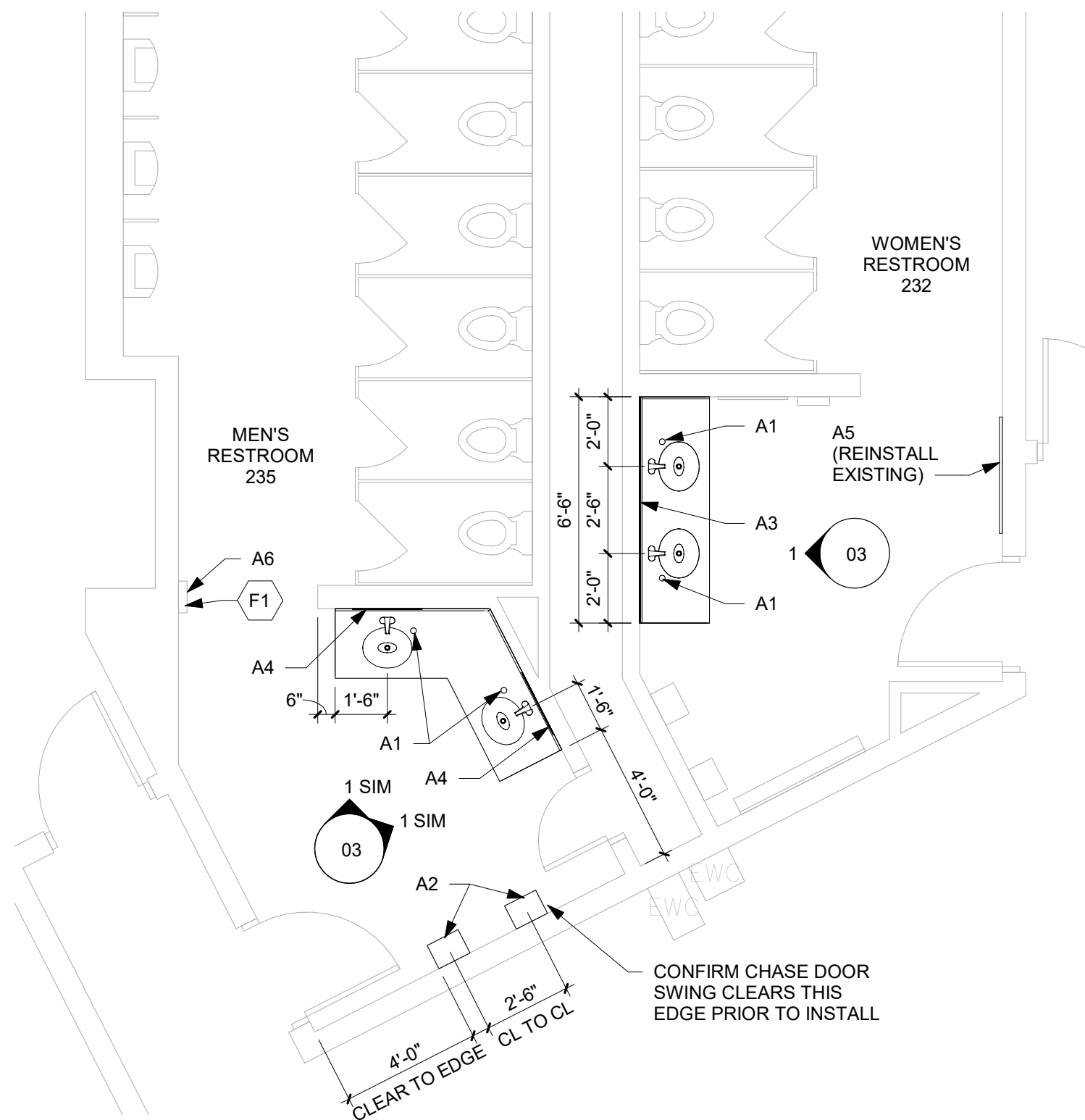
**NOTE: MUST USE EITHER ZURN P6000-HW6 HARDWIRE POWER CONVERTER OR ZURN P6000-ACA PLUG-IN POWER CONVERTER TO ENSURE PROPER OPERATION. USING A POWER CONVERTER OTHER THAN ZURN MAY RESULT IN OPERATION MALFUNCTION OR UNIT FAILURE.**

Attachment C: Sketches



DEMOLITION KEYNOTE LEGEND

- D1 REMOVE WASH FOUNTAIN AND ASSOCIATED PLUMBING. PATCH HOLES IN EXISTING GLAZED CMU AS REQUIRED TO MATCH EXISTING.
- D2 REMOVE SOAP DISPENSER. PATCH HOLES IN EXISTING GLAZED CMU AS REQUIRED TO MATCH EXISTING.
- D3 REMOVE MIRROR/SHELF. PATCH HOLES IN EXISTING GLAZED CMU AS REQUIRED TO MATCH EXISTING.
- D4 REMOVE PAPER TOWEL DISPENSER. PATCH HOLES IN EXISTING GLAZED CMU AS REQUIRED TO MATCH EXISTING.
- D5 REMOVE COAT HOOKS AND REINSTALL IN SAME LOCATION WITH TOP OF HOOKS AT 47" ABOVE FLOOR MAX. PATCH HOLES IN EXISTING GLAZED CMU AS REQUIRED TO MATCH EXISTING.



# FLOOR PLAN KEYNOTE LEGEND

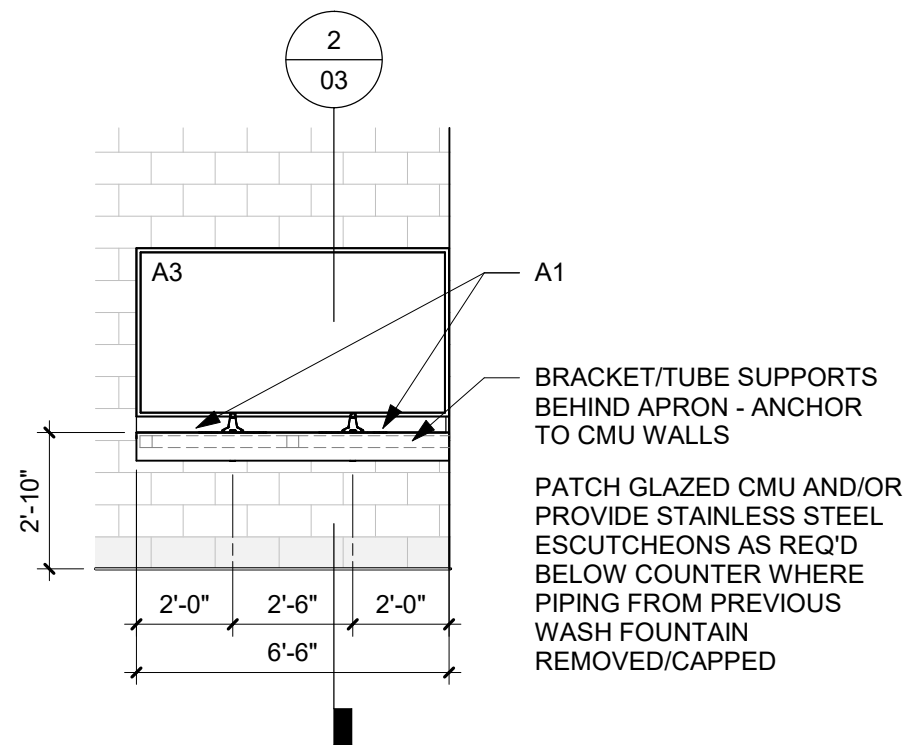
- F1 CONFIRM EXISTING SHARPS DISPOSAL DOES NOT PROTRUDE FROM WALL MORE THAN 4". NOTIFY ARCHITECT TO DETERMINE NEW LOCATION IF IT DOES NOT MEET THE 4" MAX DEPTH FROM WALL.

SINK:  
AMERICAN STANDARD  
UNDERMOUNT OVAL, ADA  
COMPLIANT  
\* CONTRACTOR TO VERIFY  
MODEL WITH OWNER

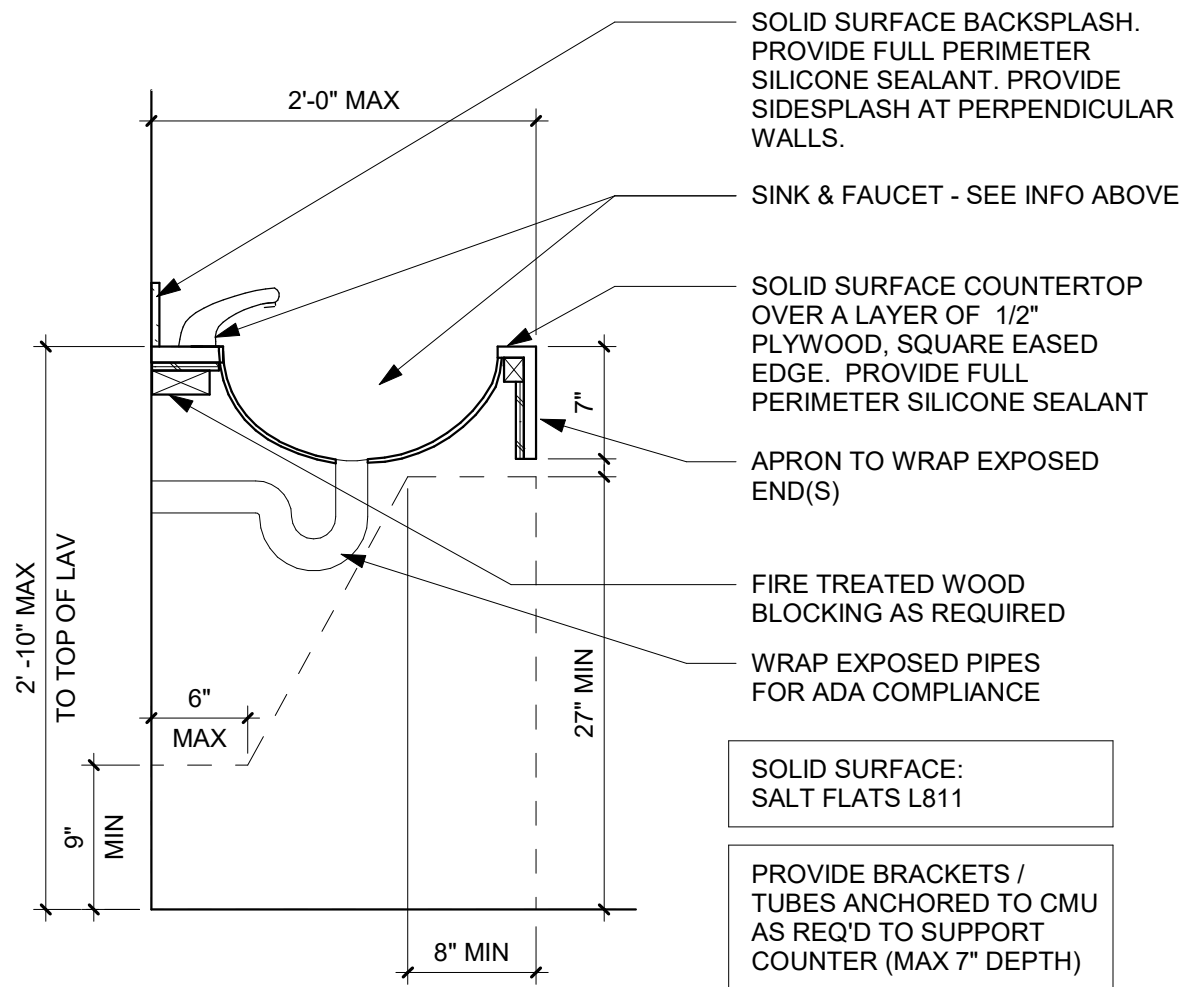
SENSORED FAUCET:  
SLOAN SENSOR ACTIVATED  
ELECTRONIC PEDESTAL FAUCET  
(SF-2100-4)

SOAP DISPENSER:  
UNDER-MOUNT  
\* CONTRACTOR TO VERIFY  
MANUFACTURER/MODEL WITH  
OWNER

CONTRACTOR TO  
PROVIDE ALL PIPING  
AND ADDITIONAL  
ACCESSORIES AS  
REQUIRED FOR  
COMPLETE  
INSTALLATION OF  
FIXTURES



1 INTERIOR ELEVATION  
1/4" = 1'-0"

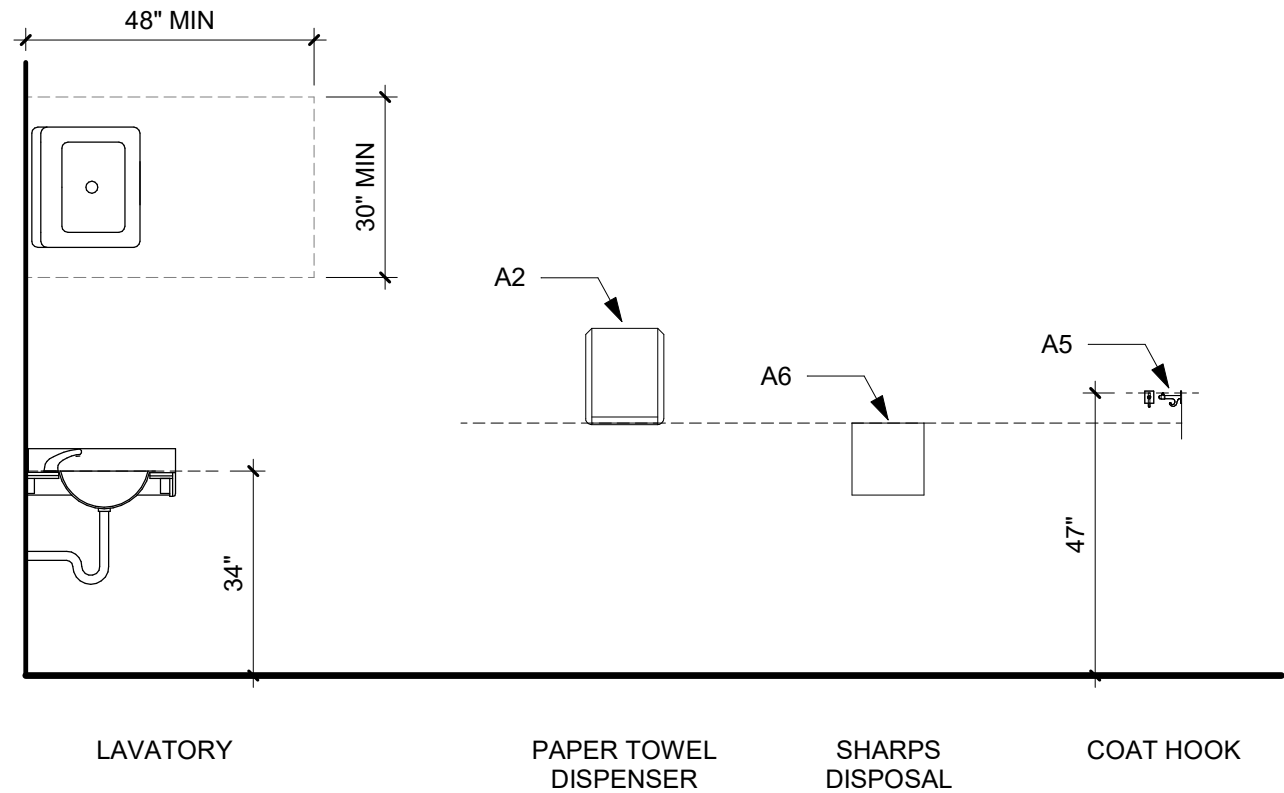


2 CASEWORK SECTION - ADA SINK  
1" = 1'-0"

DESIGNATION	DESCRIPTION	PROVIDED BY
A1	UNDERMOUNT SOAP DISPENSER	GC
A2	PAPER TOWEL DISPENSER	OWNER
A3	MIRROR - 78" X 42"	GC
A4	MIRROR - 24" X 42"	GC
A5	COAT HOOKS	EXISTING
A6	SHARPS DISPOSAL	EXISTING

NOTE: ALL ITEMS INSTALLED BY CONTRACTOR

GENERAL INFORMATION - RESTROOM ACCESSORIES



GENERAL INFORMATION - STANDARD MOUNTING HEIGHTS

3/8" = 1'-0"