



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

Council Chambers
125 3rd Avenue North
South St. Paul, MN 55075

Monday, November 3, 2025
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

7. APPROVAL OF AGENDA

8. CONSENT AGENDA

All items listed on the Consent Agenda are items, which are considered routine and will be approved by one motion. There will be no separate discussion of these items unless requested by a member of the governing body or citizen, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

- A. City Council Meeting Minutes of:
October 10th, 2025 Council Meeting
October 27, 2025 Work Session
- B. Accounts Payable
- C. Business Licenses
- D. Approve a Joint Powers Agreement for Recycling Services
- E. Approve Proposal with JLG Architects for Design Services for the Outdoor Aquatics Facility
- F. Final Payment for the 7th Avenue S Reconstruction & I-494 Watermain Improvement Project (City Project No. 2023-012)
- G. Accept Letter of Resignation

- H. Approve Plans and Specifications and Call for Bids for the 2026 Fuel System Replacement Project at the South St. Paul Airport
- I. Approve Conditional Job Offers for General Facility Maintenance Worker at Doug Woog Arena
- J. Declaring Property Surplus and Authorize the Sale of Such Property

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

- A. Public Improvement Hearing — South Street Reconstruction Project
- B. Certifying Unpaid Charges to the County Auditor

11. GENERAL BUSINESS

- A. Comprehensive Plan Amendment to Implement South Concord Corridor Small Area Plan

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

DATE: November 3, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes of:
October 10th, 2025 Council Meeting
October 27, 2025 Work Session

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Approval of meeting minutes for the Regular City Council Meeting held on Monday, October 20th, 2025 and City Council Work Session on Monday, October 27th, 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 10-20-2025 Council Minutes
2. 10-27-2025 WS Minutes RG



SOUTH ST. PAUL CITY COUNCIL MINUTES OF OCTOBER 20, 2025

1. CALL TO ORDER

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, October 20th, 2025.

2. ROLL CALL

Present: Tom Seaberg, Todd Podgorski, Matt Thompson, Joe Kaliszewski, Jimmy Francis, Pam Bakken, Lori Hansen

Absent: None

Staff Present:

Ryan Garcia, City Administrator

Kori Land, City Attorney

Deanna Werner, City Clerk

Commander Dan Salmey, Police Department

Kelsey Gelhar, City Engineer

Michael Healy, City Planner

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

A. 2nd Annual South St. Paul vs West Saint Paul Border Battle

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

7. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Matt Thompson

Moved: To approve agenda as presented.

Vote: 7 ayes / 0 nays, motion Passed

8. CONSENT AGENDA

All items listed on the Consent Agenda are items, which are considered routine and will be approved by one motion. There will be no separate discussion of these items unless requested by a member of the governing body or citizen, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

- A. City Council Meeting Minutes of October 6th, 2025 and WS Minutes of October 13, 2025.
- B. Accounts Payable
- C. Business Licenses
- D. Acceptance of Gift Donations
- E. Approve Services Agreement with South Metro Fire Department
- F. Approve Grant Agreement with MNDOT for Airport Maintenance and Operations at the South St. Paul Airport
- G. Approve Bid from DC Well Drilling for the Repair of Well #1
- H. Memorandum of Understanding - Cable Franchise Fee (NDC4)
- I. Approve Closeout and Final Reimbursement for the Taxiway A Design Project
- J. Approve Land Lease at Fleming Field with Steve Guetter and Kjersti Kittelson
 - Moved by: Joe Kaliszewski / Pam Bakken
 - Moved: To approve Consent Agenda as presented.
 - Vote: 7 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

- A. Assessment Hearing - Marie Avenue Reconstruction Project No. 2024-05
 - Moved by: Tom Seaberg / Pam Bakken
 - Moved: To Approve Resolution 2025-112, Assessments — Marie Avenue Reconstruction Project No. 2024-05
 - Vote: 7 ayes / 0 nays, motion Passed
- B. Assessment Hearing - 4th Street S Rehabilitation Project
 - Moved by: Lori Hansen / Pam Bakken
 - Moved: To Approve Resolution 2025-113, Assessments - 4th Street S Rehabilitation Project
 - Vote: 7 ayes / 0 nays, motion Passed

11. GENERAL BUSINESS

- A. Wakota 2nd Addition Final Plat
 - Moved by: Joe Kaliszewski / Matt Thompson
 - Moved: To Approve Resolution 2025-118, Wakota 2nd Addition Final Plat
 - Vote: 7 ayes / 0 nays, motion Passed

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

Moved by: Pam Bakken / Tom Seaberg
Moved: To Adjourn
Vote: 7 ayes / 0 nays, motion Passed

The meeting was adjourned at 7:53 PM.

A handwritten signature in black ink that reads "Deanna Werner". The signature is written in a cursive style with a horizontal line underneath the name.

/s/: Deanna Werner
City Clerk

South St. Paul City Council Work Session

Session Notes for October 27, 2025

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 7:00 PM on October 13, 2025

No formal Council Action is taken at a work session meeting, this is a summary of discussion that took place.

Council Members Present: Jimmy Francis, Lori Hansen, Joe Kaliszewski, Matt Thompson, Pam Bakken, Tom Seaberg, and Todd Podgorski.

Staff Present: Ryan Garcia, City Administrator, Brian Wicke, Police Chief, Shannon Young, Parks and Recreation Director, Deanna Werner, City Clerk, Kelsey Gelhar, City Engineer.

2. DISCUSSION ITEMS

A. County Administrator Heidi Welsch – Update on Impacts of Federal Shutdown

Ms. Welsch shared that the County was expecting the ongoing federal government “shutdown” to continue to impact services throughout Dakota County. The Supplemental Nutrition and Assistance Program (SNAP) which provides aid to low-income and no-income persons to purchase food, is expected to end November 1. SNAP touches an estimate 4,000 residents in South St. Paul. Ms. Welsch recognized the importance of supporting local food shelves through donations of food and other products as those resources will be critical for as long as SNAP is idled. While SNAP is of primary concern, Ms. Welsch noted that other programs such as the Minnesota Family Investment Program (MFIP) which provides assistance to eligible low-income families to meet basic needs (housing, transportation) and Housing Assistance Programs offered through the CDA were also at risk should the shutdown persist further into November or longer. Ultimately, Ms. Welsch acknowledged that Dakota County, like all counties, is not equipped financially to backstop these programs that rely upon federal partnership to be successfully administered.

B. 106 3rd Avenue North (former SSP Library) Developer Interest

Representatives of Minneapolis Gymnastics, LLC shared background information about their growing business, established in Minneapolis in 2019 and having grown to two locations and approximately \$2,000,000 in annual revenue. The business expressed their interest in the currently vacant property at 106 3rd Avenue North, the former public library, which they would like to repurpose as a commercial interactive play center through a public-private partnership. The business envisions the facility including fee-based access to the general public for family play and gathering, in addition to reserving space within the facility for use by the City to host other public events and functions. Council was receptive to this concept and concurred that Staff and the business should establish a framework for the public private partnership that may include City participation in addressing deferred maintenance and structural/mechanical deficiencies at

the property, as well as potential leveraging of economic development sources to assist with the business' acquisition and/or fixturing of the space for the business' use. It is anticipated that next steps would include the preparation and consideration of purchase and development agreements that would outline the terms of the public-private partnership.

C. City Precinct Realignment for 2026 Elections – Addition of a City Precinct

Ms. Wener presented a revised proposal for precinct realignment which would add a new precinct and polling location at Doug Woog Arena. Council supported the realignment and Ms. Wener will prepare to present the proposal for formal approval at a City Council meeting before the end of the year.

D. Marie Avenue Reconstruction Project – Next Phase Design and Staging

Ms. Gelhar provided an update on the remaining reconstruction work planned for Marie Avenue. Ms. Gelhar demonstrated that the right-of-way from 15th Avenue to 21st Avenue was more complicated due to building setbacks, utilities, and grade changes and recommended undertaking future reconstruction in two phases: 9th to 15th and 15th to 21st. Ms. Gelhar provided general design options for the corridor, generally differentiated by the inclusion (or exclusion) and location of new sidewalks. Council feedback generally favored a design approach that replaced existing sidewalk along the corridor and extending continuous sidewalk along the north side of the road to 15th Avenue. Ms. Gelhar advised that next steps would include a neighborhood open house/public informational meeting in November, consideration of a feasibility report in December, and an improvement hearing in early 2026.

E. City Administrator's Update

Mr. Garcia advised that proposals related to the decommissioning of fueling infrastructure and demolition at the Jiffy Gas property would be considered for approval at the November EDA meeting.

Mr. Garcia advised that the closing for 314-318 2nd Street North (former Guild South) was on track for early December, if not sooner as title came back clean.

Mr. Garcia advised that Bonfe was contemplating accelerating closing for the property at Hardman and Armour Avenues, which is identified as April 2026 in the Purchase Agreement, and also noted that the proposal for demolition of the gatehouse structures at the property would be presented for consideration at the November 3 EDA meeting. Members of the audience, including a representative from the Office of the State Archaeologist, spoke to express concern that the EDA was failing to meet obligations under the Field Archaeology Act and Private Cemeteries Act as it relates to the disposition of the gatehouse structures. Resident Mark Westphal spoke to express concern about Council transparency as it relates to the decision-making process employed to disposition of the gatehouse structures.

Mr. Garcia noted that the EDA's contract with the Center for Energy and Environment for underwriting and closing assistance on the EDA's Housing Improvement Loan Program was nearing end of term, and a renewal would be presented at a future EDA meeting for consideration.

Mr. Garcia advised that Phase II Environmental Investigation activities by Braun Intertec would be taking place this week for the proposed first phase of private development in the Hardman Triangle, generally along Concord Street and Grand Avenue in the southwestern portion of the redevelopment district.

Mr. Garcia reminded Councilmembers of upcoming commitments related to the House Bonding Tour the evening of November 6 and the Wakota Business Park groundbreaking the afternoon of November 17.

3. COUNCIL COMMENTS & QUESTIONS

Councilmember Hansen requested a future update on the City's fence permitting program.

4. ADJOURNMENT

There being no further business to come before the City Council at the regular work session meeting, Mayor Francis declared the meeting adjourned at 9:52 PM.

Respectfully submitted,
/s/: Ryan Garcia
City Administrator



CITY COUNCIL AGENDA REPORT

DATE: November 3, 2025
DEPARTMENT: Finance
PREPARED BY: Jeff Hines
AGENDA ITEM NUMBER: 8.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accounts Payable

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Adopt Resolution 2025-125 approving accounts payable.

OVERVIEW

The City Council approves all payments of claims. Approval of audited claims is required before issuance of payment.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 11-03-25 Accounts Payable

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-125

RESOLUTION APPROVING ACCOUNTS PAYABLE

WHEREAS, the City Council is required to approve payment of claims;

NOW, THEREFORE, BE IT RESOLVED that the audited claims listed in the check register attachment are hereby approved for payment:

Check and wires:

155378-155503	\$ 1,391,480.02
2025337-2025354	242,943.70
801274-801281	<u>36,427.97</u>

Total	\$ 1,670,851.69
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Adopted this 3rd day of November, 2025.

Deanna Werner, City Clerk

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
155378	10/27/2025		14685 1ST AYD CORP							
		616.73	BRAKE CLEANER/FLUID/BRUSH		126467	PSI820799	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		616.73								
155379	10/27/2025		14998 ACME TOOLS							
		298.00	MILWAUKEE M18 FAN		126469	14791799	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		179.00	RETD HAMMER DRILL		126475	14819250	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		119.00								
155380	10/27/2025		5257 AL SERVICES LLC							
		3,630.00	REP UNDERGRD WIRE @ VILLAUME A		126432	0628-560	50615.6371		REPAIRS & MAINT CONTRACTUAL	STREET LIGHT UTILITY
		3,630.00								
155381	10/27/2025		9021 ATLAS STAFFING, INC.							
		612.06	NM TEMP OFF SPEC SOPHIE		126448	25000429	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		778.98	JC TEMP OFF SPEC SOPHIE		126449	25000429	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		1,391.04								
155382	10/27/2025		5978 BAUER SERVICES							
		18,780.00	REPLACE LOBBY FLOOR		126434	10092025-7256	20243.6520		BUILDINGS AND STRUCTURE	DOUG WOOG ARENA
		18,780.00								
155383	10/27/2025		6676 BDS LAUNDRY MANAGEMENT CO							
		789.29	NM LAUNDRY RENTAL		126443	LMV437355	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		500.00	JC NEW LAUNDRY CARDS		126444	LMV437450	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		500.00	NM NEW LAUNDRY CARDS		126445	LMV437451	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		1,789.29								
155384	10/27/2025		13832 BRIDGEPOINT GLASS, INC.							
		900.00	JC #903 WINDOW REPL		126459	2025250	50678.6371.110		MTNCE-CONTRACTS	JOHN CARROLL APT BLDG
		900.00								
155385	10/27/2025		1177 CENTRAL TURF & IRRIGATION SUPPLY, INC.							
		227.98	SPRINKLER VALVE		126332	65008408-00	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		70.49	SPRINKLER PARTS		126333	65008722-00	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		298.47								
155386	10/27/2025		2287 CENTURYLINK							
		102.40	WIRELEASE		126418	333606706	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
						10/1/25				
		80.52	WIRELEASE		126419	333785049	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
155386	10/27/2025		2287 CENTURYLINK						Continued...	
		102.40	WIRELEASE		126420	333952345	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
						10/1/25				
		285.32								
155387	10/27/2025		1181 CHEMSEARCHFE							
		1,255.17	WATER TRTMNT MO CONTRACT		126476	9283701	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		1,255.17								
155388	10/27/2025		1184 CINTAS CORPORATION #754							
		37.69	MECHANICS UNIFORMS/TOWELS		126334	4245708074	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		37.09	MECHANICS UNIFORMS/TOWELS		126335	4246507417	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		167.09	SAFETY MATS/CLEANER		126336	4246507417	10320.6210		OPERATING SUPPLIES	PUBLIC WORKS
		241.87								
155389	10/27/2025		1192 CITY OF ST. PAUL							
		500.00	31-armoror course		126337	IN63406	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		500.00								
155390	10/27/2025		2884 COMCAST							
		116.85	FOR WATER COMPUTER		126430	877210595017166	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
						6 10/2/25				
		116.85								
155391	10/27/2025		1226 CULLIGAN WATER							
		1,417.91	SALT WATER		126338	157-01458058-1	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
						9/30/25				
		1,417.91								
155392	10/27/2025		11317 CUSTOM CAP & TIRE							
		693.04	TIRES #19-777		126452	270080629	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		693.04								
155393	10/27/2025		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		42,288.00	2024 PILOT		126327	PILOT COMP-2024	50677.6469		PYMT IN LIEU OF TAX	NAN MCKAY APT BLDG
						MARIE AVE				
		42,288.00								
155394	10/27/2025		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		51,286.00	2024 PILOT		126328	PILOT COMP	50678.6469		PYMT IN LIEU OF TAX	JOHN CARROLL APT BLDG

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
155394	10/27/2025		1247 DAKOTA COUNTY FINANCIAL SERVICES						Continued...	
			2024-GRAND AVE							
		51,286.00								
155395	10/27/2025		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		1,679.76	AUGUST SUBSCRIBER FEES		126329	5504149	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,679.76								
155396	10/27/2025		14923 ELAN DESIGN LAB, INC.							
		4,995.00	EDA PRKNG LOT DESGN		126468	SSP25001-2	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		4,995.00								
155397	10/27/2025		7352 FUCHS, JESSICA							
		197.11	Inv clothing reimbursement		126446	10/16/2025	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		197.11								
155398	10/27/2025		1473 GERTEN GREENHOUSES INC. - 446133							
		561.80	LAWN SEED		126339	120094/6	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		125.50	blooming Parks 3 locations		126340	712784/1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		113.85	LAWN SEEDING SOIL		126341	805175/6	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		303.60	LAWN SEEDING SOIL		126342	806047/6	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		303.60	LAWN SEEDING SOIL		126343	806075/6	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		96.00	LAWN SEEDING SOIL		126344	806252/6	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		45.50	Blooming Parks		126345	822530/1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		50.00	Blooming Parks		126346	847671/1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		49.50	Blooming Parks		126347	896767/1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		341.55	LAWN SEEDING SOIL		126348	K79887/6	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		303.60	LAWN SEEDING SOIL		126349	K89245/6	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		2,294.50								
155399	10/27/2025		15308 HCM ARCHITECTS							
		25,460.55	Public Works - September billi		126470	2545-2	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		25,460.55								
155400	10/27/2025		1667 INVER GROVE FORD							
		264.21	FILTERS/HEATER HOSE		126350	5361463	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		505.94	BRAKE ROTORS/LINING #2162		126351	5361624	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		230.00	SHAFT ASY #319		126352	5361669	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		21.74	GASKET #2154		126353	5361736	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,661.30	BRAKES/ROTORS/SHOCK ABSORB		126354	5361873	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		428.12	IGNITION COIL ASY/PLUGS/GASKET		126355	5361874	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
155400	10/27/2025		1667 INVER GROVE FORD						Continued...	
		443.31	PAN/GASKET/PLUGS/SCREEN		126356	5361920	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		3,554.62								
155401	10/27/2025		14318 I-STATE TRUCK CENTER, INC.							
		146.40	SWITCH & HOUSING #336		126463	C242945164:01	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		146.40								
155402	10/27/2025		6642 JOHNSON CONTROLS, INC							
		3,032.10	NM BOILER 1 & 2 AIR PRESSUURE		126440	1-136601622143	50677.6371.020		MTNCE-HEATING/COOLING	NAN MCKAY APT BLDG
		2,858.68	NM CONTRACT NOV25-JAN26		126441	1-136631076824	50677.6371.020		MTNCE-HEATING/COOLING	NAN MCKAY APT BLDG
		3,638.32	JC CONTRACT NOV25-JAN26		126442	1-136631076824	50678.6371.020		MTNCE-HEATING/COOLING	JOHN CARROLL APT BLDG
		9,529.10								
155403	10/27/2025		11377 KATH FUEL OIL SERVICE CO.							
		868.19	DYED DIESEL AT SHOP		126453	838076	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		868.19								
155404	10/27/2025		10472 KRIER, TAYLOR							
		294.98	Safety Shoe Reimbursement		126450	10/16 BOOTS	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		294.98								
155405	10/27/2025		1811 LAWSON PRODUCTS INC.							
		230.48	TUFF-SEAL RINGS/DRILL BITS/		126357	9312893750	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		266.64	DIAMOND GRIP ASSORT		126358	9312908617	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		497.12								
155406	10/27/2025		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		13.50	QUARTERLY WC PREMIUM		126359	10002446 10/09/2025	10110.6150		WORKERS COMPENSATION	MAYOR AND COUNCIL
		219.75	QUARTERLY WC PREMIUM		126360	10002446 10/09/2025	10120.6150		WORKERS COMPENSATION	CITY ADMINISTRATION
		121.00	QUARTERLY WC PREMIUM		126361	10002446 10/09/2025	10125.6150		WORKERS COMPENSATION	HUMAN RESOURCES
		98.25	QUARTERLY WC PREMIUM		126362	10002446 10/09/2025	10140.6150		WORKERS COMPENSATION	CITY CLERK
		174.25	QUARTERLY WC PREMIUM		126363	10002446 10/09/2025	10150.6150		WORKERS COMPENSATION	FINANCE
		132.50	QUARTERLY WC PREMIUM		126364	10002446 10/09/2025	10160.6150		WORKERS COMPENSATION	INFORMATION TECHNOLOGY
		47,378.50	QUARTERLY WC PREMIUM		126365	10002446	10210.6150		WORKERS COMPENSATION	POLICE PROTECTION

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
155406	10/27/2025		1813 LEAGUE OF MN CITIES INSURANCE TRUST						Continued...	
						10/09/2025				
		355.50	QUARTERLY WC PREMIUM		126366	10002446	10315.6150		WORKERS COMPENSATION	ENGINEERING
						10/09/2025				
		3,758.00	QUARTERLY WC PREMIUM		126367	10002446	10320.6150		WORKERS COMPENSATION	PUBLIC WORKS
						10/09/2025				
		479.75	QUARTERLY WC PREMIUM		126368	10002446	10330.6150		WORKERS COMPENSATION	BUILDINGS
						10/09/2025				
		4,557.75	QUARTERLY WC PREMIUM		126369	10002446	10340.6150		WORKERS COMPENSATION	PARKS FACILITIES AND MTNCE
						10/09/2025				
		283.25	QUARTERLY WC PREMIUM		126370	10002446	10410.6150		WORKERS COMPENSATION	DEVELOPMENT SERVICES
						10/09/2025				
		122.50	QUARTERLY WC PREMIUM		126371	10002446	10420.6150		WORKERS COMPENSATION	CODE ENFORCEMENT
						10/09/2025				
		146.50	QUARTERLY WC PREMIUM		126372	10002446	10520.6150		WORKERS COMPENSATION	PARKS ADMINISTRATION
						10/09/2025				
		204.75	QUARTERLY WC PREMIUM		126373	10002446	10527.6150		WORKERS COMPENSATION	SPLASH POOL
						10/09/2025				
		260.00	QUARTERLY WC PREMIUM		126374	10002446	10529.6150		WORKERS COMPENSATION	RECREATIONAL PROGRAMS
						10/09/2025				
		54.75	QUARTERLY WC PREMIUM		126375	10002446	10530.6150		WORKERS COMPENSATION	COMMUNITY AFFAIRS
						10/09/2025				
		2,554.75	QUARTERLY WC PREMIUM		126376	10002446	20243.6150		WORKERS COMPENSATION	DOUG WOOG ARENA
						10/09/2025				
		1,691.25	QUARTERLY WC PREMIUM		126377	10002446	20245.6150		WORKERS COMPENSATION	AIRPORT
						10/09/2025				
		24.50	QUARTERLY WC PREMIUM		126378	10002446	20260.6150		WORKERS COMPENSATION	HOUSING GENERAL
						10/09/2025				
		178.75	QUARTERLY WC PREMIUM		126379	10002446	20261.6150		WORKERS COMPENSATION	HOUSING-ADMIN SAL&BENEFITS
						10/09/2025				
		149.00	QUARTERLY WC PREMIUM		126380	10002446	20267.6150		WORKERS COMPENSATION	HOUSING-NM SAL&BENEFITS
						10/09/2025				
		141.25	QUARTERLY WC PREMIUM		126381	10002446	20268.6150		WORKERS COMPENSATION	HOUSING-JC SAL&BENEFITS
						10/09/2025				
		33.75	QUARTERLY WC PREMIUM		126382	10002446	20280.6150		WORKERS COMPENSATION	ECON DEV GENERAL
						10/09/2025				
		78.75	QUARTERLY WC PREMIUM		126383	10002446	50600.6150		WORKERS COMPENSATION	UTILITY ADMINISTRATION
						10/09/2025				
		746.25	QUARTERLY WC PREMIUM		126384	10002446	50605.6150		WORKERS COMPENSATION	WATER UTILITY
						10/09/2025				

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155406	10/27/2025		1813 LEAGUE OF MN CITIES INSURANCE TRUST						Continued...	
		596.75	QUARTERLY WC PREMIUM		126385	10002446 10/09/2025	50606.6150		WORKERS COMPENSATION	SEWER UTILITY
		1,019.50	QUARTERLY WC PREMIUM		126386	10002446 10/09/2025	60703.6150		WORKERS COMPENSATION	CENTRAL GARAGE FUND
		12,881.00	QUARTERLY P&L PREMIUM		126387	10003039 10/06/2025	10110.6361		INSURANCE	MAYOR AND COUNCIL
		23,424.00	QUARTERLY P&L PREMIUM		126388	10003039 10/06/2025	10210.6361		INSURANCE	POLICE PROTECTION
		5,942.00	QUARTERLY P&L PREMIUM		126389	10003039 10/06/2025	10320.6361		INSURANCE	PUBLIC WORKS
		5,392.00	QUARTERLY P&L PREMIUM		126390	10003039 10/06/2025	10330.6361		INSURANCE	BUILDINGS
		5,831.00	QUARTERLY P&L PREMIUM		126391	10003039 10/06/2025	10340.6361		INSURANCE	PARKS FACILITIES AND MTNCE
		6,988.00	QUARTERLY P&L PREMIUM		126392	10003039 10/06/2025	20243.6361		INSURANCE	DOUG WOOG ARENA
		9,163.00	QUARTERLY P&L PREMIUM		126393	10003039 10/06/2025	20245.6361		INSURANCE	AIRPORT
		607.00	QUARTERLY P&L PREMIUM		126394	10003039 10/06/2025	20260.6361		INSURANCE	HOUSING GENERAL
		311.00	QUARTERLY P&L PREMIUM		126395	10003039 10/06/2025	20280.6361		INSURANCE	ECON DEV GENERAL
		4,811.00	QUARTERLY P&L PREMIUM		126396	10003039 10/06/2025	50605.6361		INSURANCE	WATER UTILITY
		210.00	QUARTERLY P&L PREMIUM		126397	10003039 10/06/2025	50607.6361		INSURANCE	WATER TREATMENT PLANT
		4,527.00	QUARTERLY P&L PREMIUM		126398	10003039 10/06/2025	50606.6361		INSURANCE	SEWER UTILITY
		78.00	QUARTERLY P&L PREMIUM		126399	10003039 10/06/2025	50610.6361		INSURANCE	STORM WATER UTILITY
		13,183.00	QUARTERLY P&L PREMIUM		126400	10003039 10/06/2025	60703.6361		INSURANCE	CENTRAL GARAGE FUND
		158,923.00								
155407	10/27/2025		6281 LIGHTNING DISPOSAL, INC.							
		15,172.99	CLEAN UP DAY		126435	0000830339	10170.6391		CLEAN UP DAY	RECYCLING PROGRAM
		996.90	TRASH SVS-PW		126436	0000843391	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		558.27	TRASH SVS-PW		126437	0000843539	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		1,217.15	TRASH SVS-PW		126438	0000843989	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		17,945.31								

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155407	10/27/2025		6281 LIGHTNING DISPOSAL, INC.						Continued...	
155408	10/27/2025		14887 LITTLER, GREGORY							
		462.58	JC#408 MOVE OUT REFUND		122171	03282025	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
		462.58								
155409	10/27/2025		13985 MARTIN MARIETTA MATERIALS							
		1,769.64	ASPHALT FOR STREETS		126461	47366652	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		777.27	ASPHALT FOR STREETS		126462	47388014	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		2,546.91								
155410	10/27/2025		13330 MEDICA							
		128,292.79	NOV 2025 PREMIUM		126455	563204720522	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		2,595.13	OCT 2025 RETRO PREMIUM ADJ		126456	563204720522	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		376.00	NOV 2025 MHR INVEST FEE		126457	563204720522	10125.6375		OTHER CONTRACTED SERVICES	HUMAN RESOURCES
		8.00	OCT 2025 RETRO INVEST FEE ADJ		126458	563204720522	10125.6375		OTHER CONTRACTED SERVICES	HUMAN RESOURCES
		131,271.92								
155411	10/27/2025		1911 MENARDS, INC-WEST ST PAUL							
		29.97	MCVT 1000V		126404	17477	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		42.14	GFCI OUTLET/TOILET PAPER		126405	17506	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		32.98	SAFETY HASP		126406	17750	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		43.08	SEALANT		126407	17794	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		82.38	EXT CORD REEL @ FD		126408	17811	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		48.51	FELT PADS SOAP PUTTY KNIFE		126409	17848	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		279.06								
155412	10/27/2025		10827 METRO ELEVATOR							
		266.64	QTRLY ELEV SRVC CNT OCT-DEC		126451	INV-32031-N4K6	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		266.64								
155413	10/27/2025		1926 METROPOLITAN COUNCIL ENVIRONMENT SVCS							
		304,761.97	NOV 2025 SEWER SERVICE		126410	0001194077	50606.6376		METRO WASTE CONTROL COMMISSION	SEWER UTILITY
		304,761.97								
155414	10/27/2025		6332 MINNESOTA DEPARTMENT OF TRANSPORTATION							
		90.94	MATERIAL TES/INSPECT		126439	P00020606	40440.6302	202401	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		90.94								
155415	10/27/2025		15537 MINNESOTA PLAYGROUND, INC.							
		44,141.80	NEW PLAYGROUND EQUIPMENT		126472	2025432	40402.6580	PR-186	OTHER EQUIPMENT	CAPITAL PROGRAMS FUND

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155415	10/27/2025		15537 MINNESOTA PLAYGROUND, INC.						Continued...	
		79,874.59	NEW PLAYGROUND EQUIPMENT		126473	2025433	40402.6580	PR-251	OTHER EQUIPMENT	CAPITAL PROGRAMS FUND
		124,016.39								
155416	10/27/2025		2010 MINNESOTA POLLUTION CONTROL AGENCY							
		600.00	Jiffy VIC Reimbursements		126411	10000220168	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		75.00	Armour Gate VIC reimbursements		126412	10000220248	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		1,050.00	Jiffy VIC reimbursements		126413	10000220295	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		1,725.00								
155417	10/27/2025		15538 NYGAARD, JERRY							
		54.33	FINALLED 1697 WENTWORTH		126474	10/1/2025	50605.2010		REFUNDS	WATER UTILITY
		54.33								
155418	10/27/2025		2240 PLUNKETT'S PEST CONTROL, INC.							
		32.41	PEST CONTROL-MCMORROW		126414	10191933	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		31.29	PEST CONTROL-WELL #4		126415	10193135	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		72.51	PEST CONTROL-KAPOSIA PARK		126416	10197077	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		136.21								
155419	10/27/2025		2286 QUILL LLC							
		47.44	BATTERIES/RETD CORES		126417	46039573	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		47.44								
155420	10/27/2025		7376 RIVERTOWN ELECTRIC, INC.							
		2,950.00	NM REPL VESTIBULE HEATERS		126447	12455	50677.6371.070		MTNCE-ELECTRICAL	NAN MCKAY APT BLDG
		2,950.00								
155421	10/27/2025		2403 SCHADEGG MECHANICAL INC							
		1,035.00	LIBRARY-QTR PREVENT MAINT		126423	77372	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		1,035.00								
155422	10/27/2025		2408 SCHINDLER ELEVATOR CORPORATION							
		1,317.36	NM MAIN PWR FAUILURE IDENTFIE		126424	4626218354	50677.6371.040		MTNCE-ELEVATOR MTNCE	NAN MCKAY APT BLDG
		3,437.09	JC PROBLEM WITH EQUIP.		126425	4626218355	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		4,754.45								
155423	10/27/2025		2505 SOUTH EAST TOWING INC							
		165.00	TOW FOR ZAM REMOVAL		126426	252212	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		165.00								

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155424	10/27/2025		13871 ST. CROIX COLLISION & RESTORATION LLC						Continued...	
		4,518.51	squad 2158 repair 25900028		126460	6841	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		4,518.51								
155425	10/27/2025		14363 SUNRAM CONSTRUCTION INC.							
		28,390.95	SEIDL TR/SHORE IMP PLAN		126464	PMT 8	50610.6530	202115	IMPR OTHER THAN BUILDING	STORM WATER UTILITY
		28,390.95								
155426	10/27/2025		15502 TRANSWEST TRUCKS - LAUDERDALE							
		51.75	AIR FILTERS		126471	091P15320	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		51.75								
155427	10/27/2025		11670 TRENCHERS PLUS, INC							
		3,284.75	MOTOR-ORBIT #SG1		126454	IT13003	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		3,284.75								
155428	10/27/2025		2744 VAN PAPER COMPANY							
		124.43	PAPER PRODUCTS		126427	121593	20245.6210		OPERATING SUPPLIES	AIRPORT
		397.12	LINERS/PAPER TOWELS/TOILET PAP		126428	121949	10330.6210		OPERATING SUPPLIES	BUILDINGS
		521.55								
155429	10/27/2025		5864 VERIZON WIRELESS							
		309.20	CONN TO PH#3/IPADS/SCADA		126433	6124866156	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		309.20								
155430	10/27/2025		14369 WELLNESS THAT FITS LLC							
		165.00	critical incident session		126465	SSPPD-09152025	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		137.50	wellness checkin		126466	SSPPD-10142025	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		302.50								
155431	10/27/2025		2849 XCEL ENERGY							
		9.12	LGTS @ BROMLEY		126429	51-6322985-8	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
						9/29/25				
		9.12								
155432	11/3/2025		1985 MINNESOTA DEPARTMENT OF COMMERCE							
		3,667.65	1908 THOMPSON/ID MS82XC066		88129	ESCROW REFUND	10101.2205	100108	DEPOSITS	GENERAL FUND
						100108				
			Supplier 13053 SPRINT							
		25.21	JC MOVE OUT		88594	062821	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
			Supplier 13072 BITTERMAN, LUCINDA							

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155432	11/3/2025		1985 MINNESOTA DEPARTMENT OF COMMERCE						Continued...	
		173.69	NM APT#213 MOVE OUT		91274	111721	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
			Supplier 13271 VALASQUEZ, JUSTINA							
		350.85	22000157-TIRE REPAIR		93575	02/25/2022	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
			Supplier 13394 KOKESH, EMILY							
		288.86	JC APT 1104 MOVE OUT		94024	11302021	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
			Supplier 13406 GEIGER, GLEN							
		471.98	JC APT 1105 MOVE OUT		94419	01082022	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
			Supplier 13428 JOHNSON, LINDA							
		383.16	ESCROW REFUND-404 3RD A S		95525	05/13/2022	10101.2205	100206	DEPOSITS	GENERAL FUND
			Supplier 13521 GATEWAY CHURCH							
		274.68	NM #412 MOVE OUT REFUND		102748	NM123122	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
			Supplier 13900 CASTILLO, JOSE							
		80.53	NM#810 MOVE OUT		105098	NM010422	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
			Supplier 13994 FRASE, BRADLEY							
		178.24	NM#403 MOVE OUT		105195	NM040823	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
			Supplier 14007 MASSEY, SHELIA							
		260.66	NM#104 MOVE OUT		109100	NM 09.30.23	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
			Supplier 14233 PETERSON, SUSAN							
		151.12	MILEAGE REIMBURSE		116876	8/16/23	10528.6331		CONFERENCES, TRAINING, TRAVEL	NORTHVIEW POOL
		123.27	MILEAGE REIMBURSE		116876	8/16/23	10527.6331		CONFERENCES, TRAINING, TRAVEL	SPLASH POOL
			Supplier 13147 VASQUEZ, TAMARA							
		6,429.90								
155433	11/3/2025		13302 ADS ON BOARDS							
		1,400.00	BOARD CLEANING & SEALER 1&2		126742	1636	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		1,400.00								
155434	11/3/2025		14754 AMBIA SOLAR							
		119.00	PERMIT REFUND-211 4TH AVEN		126761	SS045249	10420.4266		ELECTRICAL	CODE ENFORCEMENT
		1.00	SURCHARGE		126762	SS045249	10101.2083		SURCHARGES	GENERAL FUND
		160.00	SOLARE REFUND		126763	SS045249	10420.4263		BUILDING	CODE ENFORCEMENT
						SS045250				
		1.00	SURCAHRGE		126764	SS045249	10101.2083		SURCHARGES	GENERAL FUND
						SS045250				
		281.00								
155435	11/3/2025		6679 AMERICAN ENGINEERING TESTING, INC							
		9,079.05	Armour Gate Phase I/II		126714	INV-293006	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		9,079.05								

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155436	11/3/2025		4059 ASCENT AVIATION GROUP, INC.						Continued...	
		27,287.12	6500 GAL 100LL		126703	1152090	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		20,315.65	6997 GAL JET A		126704	1154080	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		<u>47,602.77</u>								
155437	11/3/2025		4683 ASPER, NICK							
		56.98	MILEAGE-SUSA CLASS		126705	10/23/2025	50606.6331		CONFERENCES, TRAINING, TRAVEL	SEWER UTILITY
		<u>56.98</u>								
155438	11/3/2025		9021 ATLAS STAFFING, INC.							
		612.06	NM TEMP OFF SPEC SOPHIE		126725	25000139	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		778.98	JC TEMP OFF SPEC SOPHIE		126726	25000139	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		612.06	NM TEMP OFF SPEC SOPHIE		126727	25000429	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		778.98	JC TEMP OFF SPEC SOPHIE		126728	25000429	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>2,782.08</u>								
155439	11/3/2025		1082 BARNUM GATE SERVICES INC.							
		446.34	NORTH GATE REPAIRS		126630	46027	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		<u>446.34</u>								
155440	11/3/2025		5978 BAUER SERVICES							
		7,878.00	REPL POND OVERFLOW AT WATERLOO		126707	10062025-7264	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		1,400.00	OPEN HOLES SCOREBOARD SIGN		126708	10092025-7261	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		<u>9,278.00</u>								
155441	11/3/2025		6736 BRAUN INTERTEC CORPORATION							
		3,700.00	Public ROW & Storm-park phase		126720	B448192	40494.6302		PROFESSIONAL SERVICES	HARDMAN TRIANGLE TIF
		30,000.00	PW Facility		126721	B448459	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		<u>33,700.00</u>								
155442	11/3/2025		3674 CAPRA'S UTILITIES, INC.							
		48.00	PERMIT REFUND-609 17TH AVE N		126700	SS046339	10420.4270		PLUMBING	CODE ENFORCEMENT
		1.00	SURCHARGE REFUND		126701	SS046339	10101.2083		SURCHARGES	GENERAL FUND
		<u>49.00</u>								
155443	11/3/2025		13523 CINTAS CORPORATION NO. 2							
		83.84	JC MATS CLEANING		126743	20443314	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		129.72	NM MATS CLEANING		126744	20443315	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		31.70	SUPPLIES FOR MED CABINET		126745	5298294803	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>245.26</u>								

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155444	11/3/2025		2009 CORE & MAIN, LP						Continued...	
		51.60	3/4 METER CPLG		126653	X901525	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		51.60								
155445	11/3/2025		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		1,679.76	September Subscriber fees		126631	5504273	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,679.76								
155446	11/3/2025		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		425.81	3RD QTR 2025 UTILITIES		126632	5504232	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		425.81								
155447	11/3/2025		10601 DANNER FAMILY LIMITED PARTNERSHIP							
		7,500.00	Landscape Escrow Release		126737	10/1/2025	10101.2205	100244	DEPOSITS	GENERAL FUND
		7,500.00								
155448	11/3/2025		1350 EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
		250.48	LGTS WITH CONNECTORS		126633	JP100725-43	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		250.48								
155449	11/3/2025		1380 FACTORY MOTOR PARTS							
		6.68	BATTERY		126634	1-Z38153	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		6.68								
155450	11/3/2025		1473 GERTEN GREENHOUSES INC. - 446133							
		50.49	Blooming Parks		126636	140936/1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		207.60	TOPSOIL		126637	806251/6	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		303.60	LAWN SEEDING SOIL		126638	806262/6	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		561.69								
155451	11/3/2025		5590 GOODYEAR TIRE & RUBBER CO.							
		830.00	TIRES		126706	124-1115513	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		830.00								
155452	11/3/2025		11834 GUARDIAN SUPPLY LLC							
		159.98	02-pants		126740	22456	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		159.98								
155453	11/3/2025		1556 HAWKINS, INC.							
		30.00	CYLINDERS		126639	7225525	50607.6220		REPAIR & MAINTENANCE SUPPLIES	WATER TREATMENT PLANT
		30.00								

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155453	11/3/2025		1556 HAWKINS, INC.						Continued...	
155454	11/3/2025		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		98.77	NM MAINT SUPPLIES		126712	9242023575	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		59.97	JC MAINT SUP-BATTERIES		126713	9242078215	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		158.74								
155455	11/3/2025		15542 HENNEPIN TECHNICAL COLLEGE							
		38,526.00	3 ICPOET curriculum		126779	CI0000014779	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		38,526.00								
155456	11/3/2025		14148 HOVEN, ROB							
		242.24	Safety Shoe Reimbursement		126753	2121769	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		242.24								
155457	11/3/2025		3686 IMPACT PROVEN SOLUTIONS							
		2,403.59	MAIL PROCESSING OCT		126702	220311	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		2,403.59								
155458	11/3/2025		1667 INVER GROVE FORD							
		350.40	OIL FILTER ASSEMBLY'S		126640	Q001572752	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		350.40								
155459	11/3/2025		6709 ISAKSON, BRET							
		56.98	MILEAGE-SUSA CLASS		126719	10/23/2025	50606.6331		CONFERENCES, TRAINING, TRAVEL	SEWER UTILITY
		56.98								
155460	11/3/2025		6642 JOHNSON CONTROLS, INC							
		981.75	JC BOILER TRIP SWITCH REPR		126711	1-136638120899	50678.6371.020		MTNCE-HEATING/COOLING	JOHN CARROLL APT BLDG
		981.75								
155461	11/3/2025		11377 KATH FUEL OIL SERVICE CO.							
		306.93	DYED DIESEL AT SHOP		126739	838679	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		306.93								
155462	11/3/2025		1740 KIMLEY-HORN AND ASSOCIATES, INC.							
		2,771.89	VERDEROSA AVE EXTENSION		126641	33402111	40440.6302	202402	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		2,771.89								
155463	11/3/2025		4509 KIRCHNER, DAN							
		299.99	Safety Shoe Reimbursement		126802	KIRCHNER	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY

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155463	11/3/2025		4509 KIRCHNER, DAN						Continued...	
		299.99								
155464	11/3/2025		1803 LANGUAGE LINE SERVICES							
		1,044.99	OTP translation		126642	11734338	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		1,044.99								
155465	11/3/2025		1811 LAWSON PRODUCTS INC.							
		111.50	VALVE CORE REPAIR TOOL		126643	9312900814	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		111.50								
155466	11/3/2025		1864 MACQUEEN EQUIPMENT, LLC							
		347.68	FUEL FILTERS		126644	P68079	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		347.68								
155467	11/3/2025		6681 MANN'S SOFTENER SALT DELIVERY							
		345.10	JC SOFTENER SALT		126715	INV523	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		286.90	NM SOFTENER SALT		126716	INV524	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		632.00								
155468	11/3/2025		13985 MARTIN MARIETTA MATERIALS							
		1,550.67	ASPHALT FOR STREETS		126748	47449736	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		1,573.19	ASPHALT FOR STREETS		126749	47467427	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		2,355.12	ASPHALT FOR STREETS		126750	47482885	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		1,181.84	ASPHALT FOR STREETS		126751	47499175	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		6,660.82								
155469	11/3/2025		14121 MBPTA							
		100.00	2026 MBPTA DUES		126752	10/28/2025	10410.6471		DUES & SUBSCRIPTIONS	DEVELOPMENT SERVICES
		100.00								
155470	11/3/2025		14801 MCMULLEN INSPECTING, INC.							
		3,844.80	2025 SEPTEMBER ELECT INSP		126771	SEPTMEBER 2025	10420.6302		PROFESSIONAL SERVICES	CODE ENFORCEMENT
		3,844.80								
155471	11/3/2025		3578 MCNAMARA CONTRACTING, INC.							
		186,346.97	4TH ST REHAB - PV 2		126698	PAY APP 2	40441.6530	202503	IMPR OTHER THAN BUILDING	2025 LOCAL IMPROVEMENTS
		186,346.97								
155472	11/3/2025		1911 MENARDS, INC-WEST ST PAUL							
		15.04	COMPRESSION SLEEVE/NUT/CPLG		126645	17095	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

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155472	11/3/2025		1911 MENARDS, INC-WEST ST PAUL						Continued...	
		2.98	FLY RIBBON		126646	17763	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		17.94	ANTIFREEZE		126647	17765	10527.6220		REPAIR & MAINTENANCE SUPPLIES	SPLASH POOL
		17.94	ANTIFREEZE		126648	17765	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		30.97	HEX NUTS/BOLTS		126649	18066	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		50.34	WATER/GATORATE		126650	18086	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		57.97	TARP/PERFORMAX TAPE		126651	18150	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		88.68	ADHESIVE		126652	18191	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		<u>281.86</u>								
155473	11/3/2025		9252 MERIT CHEVROLET							
		548.29	WIPER BLADES		126731	730698	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>548.29</u>								
155474	11/3/2025		15543 MIDSTATES VALUATION, LLC							
		6,500.00	130-134 Hardman Appraisal		126780	MN02-25-7874	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		<u>6,500.00</u>								
155475	11/3/2025		1444 MIDWEST MACHINERY CO							
		19.88	PLUGS		126635	10674943	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>19.88</u>								
155476	11/3/2025		9298 NAPA NEWPORT							
		262.74	OIL FILTERS/OIL DRY		126732	174024	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		29.52	FUEL FILTER		126733	174164	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		118.08	FUEL FILTERS		126734	174203	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		178.00	FUEL FILTERS		126735	174236	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		68.71	BATTERY		126736	174559	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>657.05</u>								
155477	11/3/2025		6627 NEO ELECTRICAL SOLUTIONS, LLC							
		1,885.00	AIRFIELD REIL REPAIR		126709	12205	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		2,120.00	FALL AIRFIELD LIGHTING INSPECT		126710	12631	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		<u>4,005.00</u>								
155478	11/3/2025		14383 NFI, INC.							
		15.99	GORILLA TAPE		126759	552086/D	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		31.98	GORILLA TAPE		126760	552087/D	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>47.97</u>								
155479	11/3/2025		2166 O'REILLY AUTO PARTS							

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155479	11/3/2025		2166 O'REILLY AUTO PARTS						Continued...	
		67.68	OIL/FUEL FILTERS		126656	1767-455582	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		67.68								
155480	11/3/2025		7383 PETERSON COMPANIES, INC.							
		2,142.06	SPRING START UP-LANDING		126724	60116	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		360.00	REPAIRED VALVE-LANDING		126803	60275	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		2,502.06								
155481	11/3/2025		2286 QUILL LLC							
		96.21	OFFICE SUPPLIES		126657	46117507	10410.6201		OFFICE SUPPLIES	DEVELOPMENT SERVICES
		2.97	OFFICE SUPPLIES		126658	46121650	10410.6201		OFFICE SUPPLIES	DEVELOPMENT SERVICES
		99.18								
155482	11/3/2025		14159 REI SERVICES LLC							
		211.00	PERMIT REFUND-621 6TH AVE S		126754	SS046240	10420.4266		ELECTRICAL	CODE ENFORCEMENT
		1.00	PERMIT REFUND-621 6TH AVE S		126755	SS046240	10101.2083		SURCHARGES	GENERAL FUND
		212.00								
155483	11/3/2025		2098 RENT N SAVE PORTABLE SERVICES							
		1,442.50	PARKS PORTABLE TOILETS		126654	85367	10520.6381		OTHER RENTALS	PARKS ADMINISTRATION
		65.00	COMPOST PORTABLE TOILETS		126655	85367	10170.6379		CONT SERV/REFUSE & SANITATION	RECYCLING PROGRAM
		1,507.50								
155484	11/3/2025		13760 RIES FARMS							
		600.00	LEAVES/BRUSH DISPOSAL		126747	33407	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		600.00								
155485	11/3/2025		2389 SAINT PAUL PUBLISHING COMPANY							
		58.82	NM MONTHLY AD FOR SR HOUSING		126659	34379	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		58.81	JC MONTHLY AD FOR SR HOUSING		126660	34379	50678.6341		ADVERTISING	JOHN CARROLL APT BLDG
		117.63								
155486	11/3/2025		11845 SATIN TOUCH, INC.							
		285.00	NM #211 UNIT TURN PAINT		126741	1060323	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		285.00								
155487	11/3/2025		2408 SCHINDLER ELEVATOR CORPORATION							
		684.98	JC REPR ELEC COMPONET		126661	4626220686	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		684.98								

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155488	11/3/2025		6703 SENTRY SYSTEMS, INC						Continued...	
		30.95	NM FIRE MONITORING SYSTEM		126717	805839	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		30.95	JC FIRE MONITORING SYSTEM		126718	805839	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		61.90								
155489	11/3/2025		13599 THE APPAREL LAB							
		149.00	Logo Clothing		126746	249149	10120.6245		CLOTHING ALLOWANCE	CITY ADMINISTRATION
		149.00								
155490	11/3/2025		14773 THE LINCOLN NATIONAL LIFE INSURANCE CO							
		1,836.85	NOV 2025 PREMIUM		126765	10/24/2025	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		53.74	RETRO: OCT 2025 PREMIUM		126766	10/24/2025	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		2,760.80	NOV 2025 PREMIUM		126767	10/24/2025	10101.2178		LIFE INSURANCE	GENERAL FUND
		55.00	RETRO: OCT 2025 PREMIUM		126768	10/24/2025	10101.2178		LIFE INSURANCE	GENERAL FUND
		1,588.96	NOV 2025 PREMIUM		126769	10/24/2025	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		18.89	RETRO: OCT 2025 PREMIUM		126770	10/24/2025	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		6,314.24								
155491	11/3/2025		14854 THE LINCOLN NATIONAL LIFE INSURANCE CO							
		312.86	NOV 2025 PREMIUM		126772	5493225	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		6.38	RETRO: OCT 2025 PREMIUM		126773	5493225	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		403.80	NOV 2025 PREMIUM		126774	5493225	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND
		11.39	RETRO: OCT 2025 PREMIUM		126775	5493225	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND
		308.74	NOV 2025 PREMIUM		126776	5493225	10101.2186		HEALTH INDEMNITY	GENERAL FUND
		23.61	RETRO: OCT 2025 PREMIUM		126777	5493225	10101.2186		HEALTH INDEMNITY	GENERAL FUND
		1,066.78								
155492	11/3/2025		6696 TR ENVIRONMENTAL COUNSULTING LLC							
		725.00	Pre demo 417 N Concord		126795	TR23556	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		725.00								
155493	11/3/2025		15502 TRANSWEST TRUCKS - LAUDERDALE							
		460.08	FUEL WATER SEPERATOR/FILTER		126778	091P15288	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		460.08								
155494	11/3/2025		2677 TRI STATE BOBCAT INC							
		315.56	FILTER KIT/CAP		126664	A55377	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		315.56								
155495	11/3/2025		2693 TWIN CITY JANITOR SUPPLY, INC.							
		120.00	AIR FRESH DISP		126665	185573	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

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155495	11/3/2025		2693 TWIN CITY JANITOR SUPPLY, INC.						Continued...	
		40.00	AIR FRESH DISP		126666	185574	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		1,349.64	TURKISH TOWELS		126667	185603	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		1,509.64								
155496	11/3/2025		14350 US BANK EQUIPMENT FINANCE							
		112.00	COPIER LEASE		126758	566863825	10160.6210		OPERATING SUPPLIES	INFORMATION TECHNOLOGY
		112.00								
155497	11/3/2025		14336 VALLE CARPET CORP							
		3,002.55	NM 506 NEW FLR MI TURN		126756	1047	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		2,588.33	JC 1310 NEW MI FLR REPL		126757	2012	50678.6560	229057	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		5,590.88								
155498	11/3/2025		2756 VIKING AUTOMATIC SPRINKLER CO.							
		1,475.00	SPRINKLER PIPE REPAIR		126668	1025-F446452	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		1,475.00								
155499	11/3/2025		2814 WICKE, BRIAN J.							
		611.97	IACP conference reimbursement		126793	10/28/2025	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		611.97								
155500	11/3/2025		2785 WM CORPORATE SERVICES, INC.							
		479.16	JC FURNITURE DISPOSAL		126669	9387376-2282-0	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		479.16								
155501	11/3/2025		2849 XCEL ENERGY							
		9.12	ELEC CHGS-701 HARDMAN		126670	51-0010192409-1 10/24/25	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		571.38	800 BRYANT-KAPOSIA LANDING		126671	51-0011285212-2 10/24/25	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		9.12	203 14TH AVE S		126672	51-0012349058-1 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		29.59	POLICE STORAGE GARAGE		126673	51-0012468412-3 10/24/25	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		11.17	1115 SVB		126674	51-0012493326-1 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		11.17	159 3RD AVE S		126675	51-0012493330-7 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		150.44	535 5TH AVE S		126676	51-0012916288-2 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY

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155501	11/3/2025		2849 XCEL ENERGY						Continued...	
		267.92	WOOG OFFICE 9/24/2 -10/23/25		126677	51-0013450928-0 10/24/25	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		204.42	ELEC CHGS-1417 4TH ST S-SEIDL		126678	51-0013543618-2 10/24/25	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		140.68	497 CONCORD ST		126679	51-0013650737-3 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		119.99	497 CONCORD ST		126680	51-0013650792-0 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		50.82	922 CONCORD ST N		126681	51-0013651320-2 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		56.53	1301 CONCORD ST N		126682	51-0013651382-6 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		177.95	675 VERDEROSA AVE		126683	51-0014533853-7 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		28.12	140 8TH AVE N		126684	51-0014675568-1 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		79.28	336 CONCORD EXCH S		126685	51-0014881334-6 10/21/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		90.38	1203 7TH AVE S		126686	51-0014976969-4 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		37.65	252 CONCORD EXCH S		126687	51-0015062554-7 10/21/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		21.89	ELEC CHGS-228 HARDMAN		126688	51-0346935-2 10/24/25	50606.6385		UTILITY SERVICE	SEWER UTILITY
		217.29	LIBRARY-106 3RD AVE N		126689	51-4172907-3 10/24/25	10330.6385		UTILITY SERVICE	BUILDINGS
		153.02	PED WALKWAY LGTS		126690	51-4332057-4 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		57.74	LGTS @ LORRAINE		126691	51-6579081-8 10/24/25	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		14,317.37	STREET LIGHTS		126692	51-6871028-3 9/3/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		81.76	1129 19TH AVE N		126693	51-9235217-7 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		85.27	400 WENTWORTH AVE		126694	51-9401746-0 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		41.34	940 7TH AVE S		126695	51-9434183-8 10/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		54.10	1023 7TH AVE S		126696	51-9434218-0	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY

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155501	11/3/2025		2849 XCEL ENERGY						Continued...	
						10/24/25				
		203.49	ELEC CHGS-681 VERDEROSA		126797	51-0010194337-8	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
						10/27/25				
		41.27	GAS CHGS-681 VERDEROSA		126798	51-0010407065-2	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
						10/28/25				
		76.28	108 CONCORD EXH S		126799	51-0014881319-7	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						10/28/25				
		119.32	5454 HARDMAN AVE S		126800	51-7976470-2	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						10/28/25				
		226.99	555 HARDMAN/251 BRIDGEPOINT		126801	51-9441931-9	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						10/28/25				
		<u>17,742.86</u>								
155502	11/3/2025		7333 YALE MECHANICAL, LLC							
		687.00	MID-SEASON HVAC MAINT		126722	273218	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		3,739.50	MID-SEASON HVAC MAINT		126723	273223	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		<u>4,426.50</u>								
155503	11/3/2025		2867 ZIEGLER, INC.							
		323.22	STEP ASY #355		126697	IN002131067	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>323.22</u>								
801274	10/27/2025		5154 HILGER, CLARA							
		214.20	MnGFOA Conference Mileage		126431	SEP-25	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		<u>214.20</u>								
801275	10/27/2025		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		1,807.50	NETWORK SUPPORT		126401	152741	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY
		60.00	ENTRUST TOKENS		126402	152775	10160.6240		MINOR EQUIPMENT AND FURNITURE	INFORMATION TECHNOLOGY
		9,376.00	FIBER PROJECT		126403	152804	40402.6530		IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		<u>11,243.50</u>								
801276	10/27/2025		2289 R&R SPECIALTIES							
		2,248.00	ICE PAINTING		126421	0091005-IN	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		75.00	ZAM BLADE SHARPENS		126422	0091006-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>2,323.00</u>								
801277	10/31/2025		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		29.00			126786	102925858243	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>29.00</u>								

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801277	10/31/2025		1969 MINNESOTA AFSCME, COUNCIL NO. 5						Continued...	
801278	11/3/2025		3632 BOLTON & MENK, INC.							
		11,757.00	MARIE AVE PH 2 - SURVEY		126699	0376420	40441.6302	202501	PROFESSIONAL SERVICES	2025 LOCAL IMPROVEMENTS
		11,757.00								
801279	11/3/2025		2374 RUNNING, MIKE							
		691.97	IACP conference reimbursement		126794	10/28/2025	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		691.97								
801280	11/3/2025		2585 STREICHER'S - MINNEAPOLIS							
		8,735.36	OC LL PROJECTILES SIMS		126662	I1789002	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		1,248.00	40MM OPTIC AND LIGHTS X2		126663	L1789002	10210.6580		OTHER EQUIPMENT	POLICE PROTECTION
		9,983.36								
801281	11/3/2025		10612 WALL, ANDREW							
		185.94	Safety Shoe Reimbursement		126738	10/23/2025	20245.6245		CLOTHING ALLOWANCE	AIRPORT
		185.94								
2025337	10/20/2025		6037 HEALTHPARTNERS-DENTAL							
		91.60	DENTAL CLAIMS PAID		126330	10/09/25-10/15/25	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		91.60								
2025338	10/20/2025		2013 MINNESOTA REVENUE (C)							
		118.48	SALES TAX FOR SEP 2025		126331	SEP2025	10101.2081		DUE TO OTHER GOVT-SALES	GENERAL FUND
		2.46	SALES TAX FOR SEP 2025		126331	SEP2025	10101.4673		CASH OVER/SHORT	GENERAL FUND
		4,276.83	SALES TAX FOR SEP 2025		126331	SEP2025	20243.2081		DUE TO OTHER GOVT-SALES	DOUG WOOG ARENA
		55.86	SALES TAX FOR SEP 2025		126331	SEP2025	20245.2081		DUE TO OTHER GOVT-SALES	AIRPORT
		656.37	SALES TAX FOR SEP 2025		126331	SEP2025	50605.2081		DUE TO OTHER GOVT-SALES	WATER UTILITY
		5,110.00								
2025339	10/13/2025		5900 FP MAILING SOLUTIONS							
		2,000.00	POSTAGE		126482	TDC#600069876-994	10101.1610		PREPAID POSTAGE	GENERAL FUND
		2,000.00								
2025340	10/22/2025		14645 MEDSURETY, LLC							
		37.00	FSA REIMB-HEALTH 2025		126483	10/21/2025	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		55.00	HRA REIMB 2025		126483	10/21/2025	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		92.00								

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2025340	10/22/2025		14645 MEDSURETY, LLC						Continued...	
2025341	10/27/2025		6037 HEALTHPARTNERS-DENTAL							
		291.80	DENTAL CLAIMS PAID		126484	10/16/25-10/22/25	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>291.80</u>								
2025342	11/3/2025		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		1,071.95			126480	1023251213294	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>1,071.95</u>								
2025343	11/3/2025		2200 PERA							
		566.51			126481	1023251213295	10101.2174		PERA	GENERAL FUND
		<u>566.51</u>								
2025344	11/3/2025		1338 EFTPS							
		207.03			126477	1023251213291	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		822.34			126478	1023251213292	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>1,029.37</u>								
2025345	11/3/2025		2013 MINNESOTA REVENUE (C)							
		155.37			126479	1023251213293	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>155.37</u>								
2025346	10/29/2025		14645 MEDSURETY, LLC							
		3.92	FSA REIMB-HEALTH 2025		126804	10/28/2025	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		162.89	HRA REIMBURSEMENT 2025		126804	10/28/2025	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>166.81</u>								
2025347	10/31/2025		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		49.37			126787	102925858244	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		216.88			126788	102925858245	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		271.34			126789	102925858246	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		23.07			126790	102925858247	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>560.66</u>								
2025348	10/31/2025		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		14,991.24			126792	102925858249	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>14,991.24</u>								
2025349	10/31/2025		2200 PERA							

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2025349	10/31/2025		2200 PERA						Continued...	
		78,297.04			126782	1029258582410	10101.2174		PERA	GENERAL FUND
		78,297.04								
2025350	10/31/2025		2748 MISSION SQUARE TRANSFER (EFT)							
		2,110.00			126783	1029258582411	10101.2175		OTHER RETIREMENT	GENERAL FUND
		2,110.00								
2025351	10/31/2025		14645 MEDSURETY, LLC							
		3,468.69			126784	1029258582412	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		3,468.69								
2025352	10/31/2025		1338 EFTPS							
		41,781.10			126781	102925858241	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		42,533.00			126785	102925858242	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		84,314.10								
2025353	10/31/2025		2013 MINNESOTA REVENUE (C)							
		19,160.99			126791	102925858248	10101.2172		STATE WITHHOLDING	GENERAL FUND
		19,160.99								
2025354	10/8/2025		6860 WELLS FARGO PURCHASING CARDS							
		58.61	AMERICINN-BRANICK/SETH		126485	107404506678.1	10330.6331		CONFERENCES, TRAINING, TRAVEL	BUILDINGS
		58.61	AMERICINN-BRANICK/SETH		126486	107404506678.2	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		300.00	BOILER LIC CLASS-BRANICK/SETH		126487	000530016529.1	10330.6331		CONFERENCES, TRAINING, TRAVEL	BUILDINGS
		300.00	BOILER LIC CLASS-BRANICK/SETH		126488	000530016529.2	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		72.78	JIMMY JOHNS-CLEAN UP DAY LUNCH		126489	501050125176.1	10170.6391		CLEAN UP DAY	RECYCLING PROGRAM
		129.99	AMAZON-SEAT COVER #305		126490	100207430404.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		22.36	AMAZON-BATTERY CARRIER		126491	100169935825.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		6.48-	AMAZON CREDIT DIGITAL SEE ATT		126492	106281694819.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		6.48-	AMAZON CREDIT DIGITAL SEE ATT		126493	106281694819.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		61.96	AMAZON ENVELOPES MANILA		126494	106531031460.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		12.96-	AMAZON CREDIT DIGITAL SEE A		126495	106284370763.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		8.89	AMAZON PAGE FLAGS		126496	106582290825.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		8.89	AMAZON PAGE FLAGS		126497	106582290825.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		97.04	8X8 PHONE SYSTEM NM JC		126498	106948864072.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		97.04	8X8 PHONE SYSTEM NM JC		126499	106948864072.2	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		79.76	QUILL OFFICE FOLDERS		126500	105441451161.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		153.28	QUILL OFFICE SUPPLIES ENVELOPS		126501	105441451153.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		68.26	PREMIUM WATER MONTHLY SUPPLY W		126502	047280038062.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		68.25	PREMIUM WATER MONTHLY SUPPLY W		126503	047280038062.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG

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2025354	10/8/2025		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		447.52	COMCAST PHONE & INTERNET. NM		126504	104063622366.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		102.67	PRINTPLACE I'M OK DOOR TAGS TE		126505	238282236848.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		129.72	QUILL JC COPY PAPER		126506	105441384006.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		129.72	QUILL NM COPY PAPER		126507	105441383990.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		302.84	COMCAST JC_INTERNET		126508	101251565761.1	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		98.98	AMAZON JC POW FLAGS		126509	100598594789.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		98.98	AMAZON NM POW FLAGS		126510	101664167502.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		142.45	AMAZON OFFICE SUPPLIES ENVELOP		126511	101747661760.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		163.61	HOME DEPOT JC MAINT SUPPLIES		126512	010190001197.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		89.68	MENARDS JC MAINT SUPPLIES		126513	100302168312.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		48.42	HOME DEPOT OFFICE CLEAN SUPPLI		126514	103165542139.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		48.41	HOME DEPOT OFFICE CLEAN SUPPLI		126515	103165542139.2	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		78.00	USPS POSTAGE STAMPS		126516	001598901283.1	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		12.10	USPS-EVIDENCE MAILING		126517	001558736986.1	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		141.55	HYVEE-CIT ACAD OPEN REFRESH		126518	001553707863.1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		235.00	LG Certifications		126519	103773637293.1	10528.6331		CONFERENCES, TRAINING, TRAVEL	NORTHVIEW POOL
		183.83-	Original invoice 2573.23 - thi		126520	200275925164.1	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		53.80	Halloween Glow Sticks		126521	100228657548.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		294.38	On the Road Again give aways		126522	101182272131.1	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		44.99	Halloween Skate		126523	101716829596.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		46.59	Halloween Skate		126524	100139701068.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		439.96	Give aways for OTRA and Flanne		126525	101208406306.1	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		321.72	Halloween Skate		126526	104058448250.1	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		1,093.40	New Initiative Grant 2025 Park		126527	100010667079.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		155.99	Halloween		126528	100031451484.1	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		57.90	Communication App for Staff		126529	100030056680.1	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		869.61	New Initiative Grant Equipment		126530	100124068301.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		110.15	LDHARDWARE-FOOD-K9DOUG		126531	500840628145.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		100.00	DQ TASK FORCE 240 CLUB		126532	465698677481.1	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		23.88	WALGREENS 105th VOTING THANK Y		126533	001044970376.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		202.50	AMAZON FILL BACKPACK CAMPAIGN		126534	100102262012.1	20216.6210	227559	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		96.28	Amazon Backpack supplies		126535	100101985266.1	20216.6210	227559	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		16.87	ALDI - ANNUAL BBQ NON FOOD ITE		126536	482091804769.1	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		32.79	OFFICE DEPOT ENVELOPES		126537	200308359776.1	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		16.29	OFFICE DEPOT ENVELOPES		126538	200308359693.1	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		15.48	INNOVATIVE DISH SOAP SHIPPED S		126539	335500157707.1	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		40.40	AMAZON WELLNESS NAPKINS, PLATE		126540	100209205411.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		27.96	PIONEERPRESS SUBSCRIPTION		126541	143712018825.1	10120.6230		BOOKS, MATERIALS & PERIODICALS	CITY ADMINISTRATION
		199.98	AMAZON SHIP GRANT EXCSR EQUIPM		126542	108188523934.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES

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2025354	10/8/2025		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		227.81	SAMSClub WELLNESS ITEMS, EMPLO		126543	014542361686.1	20211.6302		PROFESSIONAL SERVICES	GRANTS/DONATIONS GEN GVMT
		25.00	CROWN TROPHY NAME PLATE		126544	027019211411.1	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		74.50	VERIFIED CREDENTIALS BACKGROUN		126545	300700825390.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		50.03	INNOVATIVE OFFICE PLATES BWLS		126546	449100262647.1	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		197.85	INNOVATIVE OFFICE WINDOW ENVLP		126547	449100262969.1	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		258.67	AMAZON SHIP GRANT ITEMS EXERCIS		126548	100163285080.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		93.50	TARGET EMPL APPRC EVENT		126549	091008199681.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		25.41	DOLLAR TREE EMP APPR EVENT		126550	001024869097.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		500.00	MN PAID LEAVE APPLICATION FEE		126551	282699562672.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		251.28	AMAZON EE APPRCTION EVENT		126552	100007578814.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		10.75	MN PAID LEAVE PROCESING FEE		126553	282699561344.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		104.87	AMAZON-DYMO LABELS		126554	100072708884.1	10160.6210		OPERATING SUPPLIES	INFORMATION TECHNOLOGY
		66.83	COMCAST-VETS INTERNET		126555	107733724900.1	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		1,652.60	CDWG-LAPTOP		126556	472263003657.1	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		138.26	UPS-PART SHIPPING		126557	395600921029.1	10160.6220		REPAIR & MAINTENANCE SUPPLIES	INFORMATION TECHNOLOGY
		280.00	GOLDCOM-NETWORK CABLE		126558	481663886011.1	10160.6240		MINOR EQUIPMENT AND FURNITURE	INFORMATION TECHNOLOGY
		2,147.25	CDWG-CAMERA SOFTWARE		126559	493496005400.1	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		349.00	MNCPA CPE HINES		126560	467641000151.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		750.00	GFOA TRAINING HILGER		126561	939108529062.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		408.69	MNGFOA HOTEL HINES		126562	500617613475.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		408.69	MNGFOA HOTEL HILGER		126563	500617613392.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		59.29	SHRED-IT JUL 2025		126564	152679511605.1	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		59.28	SHRED-IT JUL 2025		126565	152679511605.2	10140.6210		OPERATING SUPPLIES	CITY CLERK
		59.28	SHRED-IT JUL 2025		126566	152679511605.3	20260.6210		OPERATING SUPPLIES	HOUSING GENERAL
		99.83	SHRED-IT JUL 2025		126567	152679511605.4	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		19.68	HOME DEPOT-THERMOSTAT-OLD LIB		126568	010188282207.1	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		84.94	HOME DEPOT-BIT/IMPACT SETS		126569	010188198050.1	10330.6240		MINOR EQUIPMENT AND FURNITURE	BUILDINGS
		65.58	KULLY-SOAP DISP PARTS		126570	481566521905.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		370.57	HOME DEPOT MAINTENACNE SUPPLIE		126571	103527045934.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		163.79	HOME DEPOT NM MAINTENANCE SUPP		126572	010190001924.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		11.84	MENARDS OFFICE SUPPLIES FOR KI		126573	100282641320.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		11.84	MENARDS OFFICE SUPPLIES FOR KI		126574	100282641320.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		53.89	HOME DEPOT OFFCIE CLEANING SUP		126575	010187044917.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		78.00	USPS POSTAGE STAMPS		126576	001598836935.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		4.98	KWIK TRIP-DISTILLED WATER		126577	296154595793.1	50607.6220		REPAIR & MAINTENANCE SUPPLIES	WATER TREATMENT PLANT
		.99	ACE TOILET PART		126578	740273385279.1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		84.91	HD NEW TOOLS		126579	104052751535.1	20243.6240		MINOR EQUIPMENT AND FURNITURE	DOUG WOOG ARENA
		114.84	AMZN-KEYBOARD & BATTERIES		126580	100148673091.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		38.69	AMZN-BREAKROOM SUPPLIES		126581	101051646278.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2025354	10/8/2025		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		99.99	AMZN-3 HOLE PUNCH		126582	101054093999.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		163.73	B. Cards		126583	716414194199.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		74.97	AMZN-PHONE CASES		126584	104671341342.1	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		57.29	VSTAPRNT-BIZ CARDS		126585	716419710932.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		50.00-	5.11-UNIFORM RETURN		126586	001123295215.1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		37.97	AMZN-PENS & CLIPS		126587	101058450614.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		45.97	AMZN-CHARGING CABLES-INV		126588	104109943077.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		224.29	LNRYD-ID CARD LANYARDS		126589	100000145681.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		3.00	IMPARK-PARKING REGIONS HOSP		126590	108434743574.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		108.55	2025 MBPTA FALL SEMINAR		126591	714257297753.1	10410.6331		CONFERENCES, TRAINING, TRAVEL	DEVELOPMENT SERVICES
		50.00	SAMS CLUB ANNUAL RENEWAL		126592	013763464543.1	10120.6471		DUES & SUBSCRIPTIONS	CITY ADMINISTRATION
		64.32	AMAZON EVENT SIGN HOLDERS		126593	100191747157.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		25.04	AMAZON BUBBLR CNCSSN STND		126594	109369825854.1	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		131.76	AMAZON BUBBLR CNCSSN STND		126595	108955986917.1	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		198.91	AMAZON GATORADE CONCSSN		126596	100067960457.1	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		20.86-	AMAZON GATORADE REFUND		126597	100094179607.1	10529.6250		MERCHANDISE FOR RESALE	RECREATIONAL PROGRAMS
		100.00	FUN LAB FIELD TRIP DEPOSIT		126598	017028469655.1	10529.6452		TRIPS AND TOURS	RECREATIONAL PROGRAMS
		829.00	CROWN TROPHY FOOTBALL TROPHIES		126599	027018932044.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		56.05	SAMS SUBSCRIPTION UPDGRADE		126600	014917235434.1	10120.6471		DUES & SUBSCRIPTIONS	CITY ADMINISTRATION
		24.77	AMZN LAMINATING SLEEVES		126601	100186514833.1	20245.6201		OFFICE SUPPLIES	AIRPORT
		24.95	CINTAS AUG SRVS		126602	282483403766.1	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		15.38	AMZN STAPLES		126603	104491084445.1	20245.6201		OFFICE SUPPLIES	AIRPORT
		109.99	AMZN DOG WSTE BAGS		126604	100070413189.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		144.85	COMCAST SEPT INTERNET		126605	100339325835.1	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		118.00	MN FLYER SEPT AD		126606	900014749250.1	20245.6341		ADVERTISING	AIRPORT
		26.87	AMZN TIE DWN ANCHRS		126607	103058618921.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		34.99	AMZN DRAIN TREATMNT		126608	107085878105.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		49.47	MNRDS BATTRS		126609	100319726977.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		24.95	AMZN ICE MCHNE CLNR		126610	105229209272.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		96.00	DAKBRD SUBSCRPTN		126611	100074733102.1	20245.6471		DUES & SUBSCRIPTIONS	AIRPORT
		165.15	FEDEX-FTO MANUALS		126612	069222900568.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		5.29	WLGRNS-ALCHL SPRY EVID SUPPLY		126613	000988966248.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		465.93	COVERKING-SEAT COVERS #320-25		126614	100108672042.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		410.05	ACME-HITCH #320		126615	000016162610.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		801.95	PAYPAL-POLICE STICKERS		126616	067116904653.1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		560.00	MCPA-LEADERSHIP SUMMIT 07&09		126617	108331808141.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		4,995.31	4IMPRNT-PD OUTREACH SUPPLIES		126618	109245863510.1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		225.48	CRGNS-LEAD SUMMIT HOTEL 09		126619	300631341493.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		265.84	CRGNS-LEAD SUMMIT HOTEL 07		126620	300700722332.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2025354	10/8/2025		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		9.98	ACE HARDWARE-KEYS		126621	740275525467.1	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		10.79	ACE HARDWARE-KEYS		126622	740275525442.1	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		22.97	MENARDS-SPACKLE		126623	100292368810.1	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		10.79-	ACE HARDWARE-(RETURN) - KEYS		126624	740275525454.1	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		113.91	COMCAST-CABLE		126625	107689567366.1	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		121.90	MATCO-XL CABLE SHEARS		126626	108441742262.1	60703.6240		MINOR EQUIPMENT AND FURNITURE	CENTRAL GARAGE FUND
		320.00-	ROAD EQUIP-RETD BRAKE CORES		126627	481658447216.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,074.89	ROAD EQUIP-BRAKE SHOE/DRUM 330		126628	481658447203.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		366.97	AMAZON TENNIS NETS		126629	100092376142.1	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		29,465.57								
		<u>1,670,851.69</u>	Grand Total							
									<u>Payment Instrument Totals</u>	
								Checks	1,391,480.02	
								EFT Payments	242,943.70	
								A/P ACH Payment	<u>36,427.97</u>	
								Total Payments	1,670,851.69	



CITY COUNCIL AGENDA REPORT

DATE: November 3, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Business Licenses

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Municipal Code requires that all licenses are approved by the City Council and subject to submittal of insurance certificates, forms and background investigation, when required, prior to issuance. The attached listing contains new and/or renewal applications which have been applied for since the last City Council Meeting. These licenses will expire as indicated on the attached report.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. City Council Report (Licenses)

City of South St Paul City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
15744	Timothy Ngoc-Minh Wendroth	00016344	Rental Housing	A	10/03/2025	05/31/2026	444 13th Ave S		11/03/2025
15763	Daniel Kronick	00016372	Rental Housing	A	10/29/2025	05/31/2026	316 1st Ave S	Tri-Plex	11/03/2025
15761	Peyton Rae Francis	00016373	Rental Housing	A	10/29/2025	05/31/2026	223 8th Ave S	Main House	11/03/2025
15751	Jon Norris Olson	00016353	Rental Housing	A	10/20/2025	05/31/2026	541 8th Ave S		11/03/2025
15743	Gregory John Napier	00016343	Rental Housing	A	10/01/2025	05/31/2026	1107 9th Ave S		11/03/2025
15546	Everlight Solar	00016354	Solicitor (Company)	A	10/20/2025	05/31/2026		Everlight Solar	11/03/2025
15548	Everlight Solar	00016355	Solicitor (Individual)	A	10/20/2025	05/31/2026		Wade Shepherd	11/03/2025
15557	Everlight Solar	00016356	Solicitor (Individual)	A	10/20/2025	05/31/2026		Brady Glause	11/03/2025
15549	Everlight Solar	00016357	Solicitor (Individual)	A	10/20/2025	05/31/2026		Derek Brellenthin	11/03/2025
15552	Everlight Solar	00016358	Solicitor (Individual)	A	10/20/2025	05/31/2026		Josue Her	11/03/2025
15752	Everlight Solar	00016359	Solicitor (Individual)	A	10/21/2025	05/31/2026		Samuel Snitker	11/03/2025
15753	Everlight Solar	00016360	Solicitor (Individual)	A	10/21/2025	05/31/2026		Jack Sweeney	11/03/2025
15754	Everlight Solar	00016361	Solicitor (Individual)	A	10/21/2025	05/31/2026		Wolfgang Bellanger	11/03/2025
15755	Everlight Solar	00016362	Solicitor (Individual)	A	10/21/2025	05/31/2026		Devin Pomeroy	11/03/2025
15756	Everlight Solar	00016363	Solicitor (Individual)	A	10/21/2025	05/31/2026		Hudson McCoy	11/03/2025
15757	Everlight Solar	00016364	Solicitor (Individual)	A	10/21/2025	05/31/2026		John Courteau	11/03/2025
15758	Everlight Solar	00016365	Solicitor (Individual)	A	10/21/2025	05/31/2026		Dillon Nelson	11/03/2025
15759	Everlight Solar	00016366	Solicitor (Individual)	A	10/21/2025	05/31/2026		Gavin Stedille	11/03/2025
15760	Everlight Solar	00016367	Solicitor (Individual)	A	10/21/2025	05/31/2026		Chay Isquierdo	11/03/2025
15762	Tennis Sanitation, LLC	00016371	Solicitor (Individual)	A	10/27/2025	05/31/2026		Troy Tennis	11/03/2025



CITY COUNCIL AGENDA REPORT

DATE:

November 3, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve a Joint Powers Agreement for Recycling Services

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Staff recommend the City Council approve the Joint Powers Agreement as presented.

OVERVIEW

South St. Paul receives support for county-mandated solid waste management (recycling) initiatives via the City's Recycling Coordinator Courtney Selstad, who also serves the cities of West St. Paul, Mendota Heights, Sunfish Lake, and Lilydale through a Joint Powers Agreement (JPA). The JPA lays out how the recycling coordinator position is structured, including the number of hours the recycling coordinator spends with each city, which city is the fiscal agent, and where the recycling coordinator can work from. Amendments are made to the JPA every few years as staffing changes or other situations arise that create a need for amendments. In 2026, the City of Mendota Heights will take over as the employer and fiscal agent for the recycling coordinator position. Previously, West St. Paul acted as the employer and fiscal agent for the position. This change has no impact on the services the recycling coordinator provides to South St. Paul.

SOURCE OF FUNDS

The recycling coordinator position is fully funded by Dakota County's Community Waste Abatement Grant

ATTACHMENTS

1. Recycling Services JPA

**JOINT POWERS AGREEMENT
TO PROVIDE RECYCLING SERVICES**

THIS AGREEMENT is made this 7th day of October 2025 by and among the Cities of **MENDOTA HEIGHTS, WEST ST. PAUL, SOUTH ST. PAUL, SUNFISH LAKE** and **LILYDALE** (hereinafter individually referred to as a "City" and collectively referred to as the "Cities").

WHEREAS, Metropolitan counties are responsible for waste management policy and programs pursuant to Minn. Stat. §115A.551; and

WHEREAS, Dakota County Solid Waste Ordinance 110 requires each municipality in the County to have a solid waste abatement program that is consistent with the Dakota County Solid Waste Master Plan (Master Plan); and

WHEREAS, the Dakota County Solid Waste Master Plan (Master Plan) governs all solid waste management in the County pursuant to Minn. Stat. § 115A.46; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the County and the Cities each are governmental units as that term is defined in Minn. Stat. § 471.59;

NOW, THEREFORE, in consideration of the mutual promises and benefits the Cities shall derive from this Agreement, the Cities hereby enter into this Agreement for the purposes stated herein.

1. **AUTHORITY.** This Agreement is entered pursuant to Minnesota Statute § 471.59.
2. **PURPOSE.** The purpose of this Agreement is to provide recycling services for the Cities.
3. **WASTE ABATEMENT PROGRAM SERVICE.** The City of Mendota Heights shall implement a waste abatement program ("Program") as described in the Dakota County Community Waste Abatement Grant Application ("Application") for itself and the Cities of West St. Paul, South St. Paul, Sunfish Lake and Lilydale, attached hereto as Attachment A.

If either the City of West St. Paul, South St. Paul, Sunfish Lake, or Lilydale desire additional waste abatement services outside of those described in the Application, the City desiring the additional service(s) may enter into a separate agreement with Mendota Heights for those services and pay for those services with funds other than those awarded under any waste abatement grant.

4. FINANCE.

- A. The City of Mendota Heights shall act as the fiscal agent for the Cities and shall maintain a separate fund for the purpose of operating the Program. The City of Mendota Heights is authorized to pay Program expenses and receive reimbursements. For each calendar year of the Program, the City of Mendota Heights, following review and consultation with the other Cities, shall submit an application on behalf of the five Cities for a Dakota County Community Waste Abatement Grant.
- B. The City of Mendota Heights shall submit a reimbursement request that complies with the Dakota County Community Waste Abatement Grant Program Guidelines and Application and in the manner set forth in the COMMUNITY WASTE ABATEMENT GRANT AGREEMENT between Dakota County and the Cities.
- C. The City of Mendota Heights shall purchase equipment and supplies for the Program through procedures that are most beneficial to the Program. Contracts let and purchases made shall conform to statutory requirements applicable to the Cities.

5. CONTRIBUTIONS OF FACILITIES AND FUNDS BY CITIES.

- A. Each City shall determine which of its resources will be available to the Program, including specifically any facilities, equipment, funds or personnel to be made available for Program activities. As of the Effective Date, the Cities agree to a Shared Recycling Coordinator for purposes of performing the Services. The Cities shall use reasonable efforts to jointly resolve any work priority or performance conflicts with respect to the Recycling Coordinator, and any conflicts that cannot be resolved jointly will be resolved by Mendota Heights in its reasonable discretion. The Cities agree the Recycling Coordinator oversees the Program and intends to primarily work out of the Mendota Heights City Hall three days a week and West St. Paul City Hall two days a week, with the option to work remotely or flex time as outlined in the City of Mendota Heights Personnel Policy or as otherwise agreed to with the Mendota Heights Parks and Recreation Director/Assistant Public Works Director. The Cities will cooperate to establish a work schedule for the Recycling Coordinator.
- B. For such time as the Recycling Coordinator services are shared under this Agreement, the Recycling Coordinator will remain an employee of Mendota Heights. The City of Mendota Heights shall be solely responsible for the payment and provision of all wages, employee benefits, workers' compensation insurance, and the withholding and payment of applicable payroll taxes relating to the Recycling Coordinator. The Recycling Coordinator will be provided a Mendota Heights city-issued laptop computer and phone. The Recycling Coordinator shall follow all Mendota Heights Information Technology policies.

- C. The Cities anticipate that the Program will be fully funded by Dakota County with some City in-kind waste diversion activity or funding by each City as a percentage match determined by the County to the County's funding. This funding will support 0.7 FTE of the Recycling Coordinator's time. To meet their sustainability goals, the City of Mendota Heights will contribute additional funds to support the remaining 0.3 FTE of the Recycling Coordinators' time. Together, the Dakota County grant and contributions from the City of Mendota Heights will support 1.0 FTE.
- D. The Cities will attempt to operate within the grant funding provided by Dakota County, but it is possible that the costs to operate the Program could potentially be higher than the grant funding provided. In the case of a grant funding shortage, Cities shall make up the funding deficit in the below manner for each situation described:
 - 1) If costs are higher than funding: Mendota Heights shall alert the Cities as soon as it is aware that the potential exists for a funding shortage and shall attempt to make modifications to the services that still meet the requirements of the Program to offset the shortage prior to the shortage occurring. If measures cannot be taken to address the shortage, the shortage shall be made up by the Cities according to the grant funding percentage allocated to or on behalf of each City in relation to the total grant funding received by the Cities (as determined by the County's grant funding allocation model).
 - 2) If a City doesn't provide its in-kind waste diversion activity or funds or accurately report it to Mendota Heights by required deadlines in accordance with County requirements, that City shall be responsible for any funding shortage associated with its lack of reporting or failure to provide its in-kind waste diversion.

6. **PERSONNEL.** The City of Mendota Heights shall establish standards and qualifications for its personnel. Mendota Heights' Recycling Services personnel shall be deemed employees of the City of Mendota Heights, not of the other member Cities. Mendota Heights personnel shall be responsible for carrying out the Program and the terms and conditions of the Application and any resulting grant. The Mendota Heights Parks and Recreation Director/Assistant Public Works Director will supervise the Recycling Coordinator with input from designated supervisory contacts in West St. Paul, South St. Paul, Sunfish Lake, and Lilydale.

7. **INSURANCE AND INDEMNIFICATION.**

- A. General Liability Insurance. Each individual City agrees to maintain in force comprehensive general liability insurance equal to or greater than the maximum liability for tort claims under Minn. Stat. § 466.04. Each City shall maintain public liability insurance coverage on the Public Resources made available for the Program. If any City is notified that its insurance is cancelled, it will immediately

notify the other Cities in writing. If any City is unable to obtain or keep in force at least the minimum coverage required by this paragraph, any City may withdraw from this Agreement after giving the other member Cities at least thirty (30) days written notice of its intent to withdraw. Insurance Coverage does not waive any of the Cities' protections under Chapter 466 of the Minnesota Statutes.

- B. Workers' Compensation Insurance. Each City shall be responsible for injuries to or death of its own employees. Each City shall maintain workers' compensation coverage or self-insurance coverage, covering its own employees while they are providing services pursuant to this agreement. Each City waives the right to sue any other City for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other City or its officers, employees or agents.
- C. Indemnification. Each party agrees to defend, indemnify and hold harmless (including reasonable attorney's fees) the other party, its officials, officers, agents, volunteers and employees from any liability, claims, demands, damages, personal injury, costs, judgments or expenses arising from any act or omission of the indemnifying party relating to the Project. No party shall be required to pay to any other party any amount as indemnification under this Agreement, whether arising pursuant to this Agreement, expressly, by operation of law or otherwise, in excess of the limits of liability applicable to the indemnifying party under Minnesota Statutes, Chapter 466, or in the event that Minnesota Statutes, Chapter 466 does not apply, the maximum amount of insurance coverage available to the indemnifying party. In those instances in which a party is directly liable for damages as well as for indemnification to any other party, the combined liability of the indemnifying party shall not exceed the limits of liability under Minnesota Statutes, Chapter 466 or, in the event that Minnesota Statutes, Chapter 466 does not apply, the maximum amount of insurance coverage available to the indemnifying party. The Cities agree that liability under this Agreement is controlled by Minnesota Statute § 471.59, subdivision 1a, and that the total liability for the participating cities shall not exceed the limits on governmental liability for a single entity of government as specified in Minnesota Statute § 466.04, subdivision 1. To the extent the services provided represent a joint undertaking of the parties, the total liability of the parties shall not exceed the liability limit of a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a. No party agrees to accept liability for the acts or omissions of any other party.

8. DURATION.

- A. This Agreement shall commence as of the date of the last party to execute it and shall be on-going as provided herein.
- B. Any City may withdraw from this Agreement on December 31 of any year. Written notice of termination must be given to the other Cities at least ninety (90) days prior thereto.

- C. Upon a City's withdrawal from the Agreement or termination of the Agreement, any resources will be promptly returned to the City that provided a resource to the Program.
- D. In the event of written notification to withdraw, the remaining Cities shall meet to consider modifying the Agreement to continue without the withdrawing City or to terminate.
9. **PRIOR AGREEMENTS SUPERSEDED.** This Agreement supersedes and repeals all prior agreements among the Cities related to the recycling service. Any amendments to this Agreement must be in writing and executed by both parties.
10. **APPLICABLE LAW.** This Agreement shall be interpreted under the laws of Minnesota.
12. **NOTICES.** Any notices required under this Agreement must be personally delivered or mailed to:
- City of Mendota Heights
Meredith Lawrence, Parks and Recreation Director/Assistant Public Works Director
1101 Victoria Curve
Mendota Heights, MN 55118
- City of West St. Paul
Eric Weiss, Director of Parks, Recreation, and Environment
1616 Humboldt Ave
West St. Paul, MN 55118
- City of South St. Paul
Monika Miller, Associate Planner
125 3rd Avenue N
South St. Paul, MN 55075
- City of Sunfish Lake
Christy Wilcox, City Clerk/Administrator
P.O. Box 18281
West St. Paul, MN 55118
- City of Lilydale
Mary Tollefson, City Administrator/City Clerk/Treasurer
1011 Sibley Memorial Hwy
Lilydale, MN 55118
13. **SEVERABILITY.** Should any part of this Agreement be deemed illegal or non-binding by a court of law, the remainder of the Agreement shall remain in effect.

14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. INCORPORATION OF RECITALS. The Recitals at the beginning of this Agreement are each true and correct, and are incorporated into and made part of this Agreement.

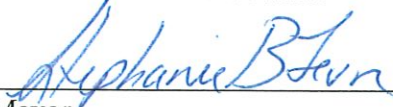
IN WITNESS WHEREOF, the Cities hereto have caused this Agreement to be executed by their respective duly authorized officers.

[Remainder of page left blank intentionally; Signature Page follows]

SIGNATURE PAGE FOR JOINT POWERS AGREEMENT TO PROVIDE RECYCLING SERVICES

Dated: 10-8-2025

CITY OF MENDOTA HEIGHTS

BY: 
Its Mayor

AND 
Its City Clerk

Dated: _____

CITY OF SOUTH ST. PAUL

BY: _____
Its Mayor

AND _____
Its City Clerk

Dated: _____

CITY OF WEST ST. PAUL

BY: _____
Its Mayor

AND _____
Its City Clerk

Dated: _____

CITY OF SUNFISH LAKE

BY: _____
Its Mayor

AND _____
Its City Clerk

Dated: _____

CITY OF LILYDALE

BY: _____
Its Mayor

AND _____
Its City Clerk



CITY COUNCIL AGENDA REPORT

DATE: November 3, 2025
DEPARTMENT: Parks & Recreation
PREPARED BY: Shannon Young
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Proposal with JLG Architects for Design Services for the Outdoor Aquatics Facility

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Approve Proposal with JLG Architects to provide design services for the Outdoor Aquatics Facility at Northview Park.

OVERVIEW

The City of South St. Paul, in partnership with JLG Architects, completed a feasibility and pre-design study recommending the construction of a new outdoor aquatics' facility at Northview Park. The new facility will replace the existing pool and provide a modern, accessible, and community-oriented recreation space.

JLG will provide architectural and engineering services through all project phases, including Design, Construction Documents, Bidding, and Construction Administration. Services include site planning, code review, design development, documentation, and coordination with City Staff and the selected Construction Manager. The total for the JLG proposal for design and bidding services is \$549,650.

SOURCE OF FUNDS

Design is proposed to be sourced through the Capital Programs Fund. The City has a pending application in to the State for financing of construction through the 2026 Capital Investment (Bonding) Bill, and has considered financing through the City's Tax Abatement Bonding Authority in 2026 as needed to support the project.

ATTACHMENTS

1. 002a proposal SSP Aquatics Facility_251014



PROPOSAL – Architectural Design Services

24244 South St. Paul Aquatics Center

RE: Scope of Services and Compensation Proposal

October 14, 2025

Dear Shannon:

To: ☒ CC: ☐ Shannon Young
SSP Parks and Recreation
☐ ☒ File
JLG

Thank you for considering JLG Architects for the opportunity to provide Architecture services for the new outdoor aquatics facility to serve the South St. Paul community. Based on the project understanding from the Pre-Design phase, we have developed the following scope of work; once accepted and signed, you are authorizing JLG to begin work for the first 14 calendar days of the proposed schedule. During that time JLG (or the City of South St. Paul) will develop a formal agreement that aligns with this proposal for execution and approval for our team to provide the full scope of services indicated below.

PROJECT DESCRIPTION

JLG Architects recently complete a feasibility study and Pre-Design for the South St. Paul community with a final recommendation of constructing a new outdoor aquatics center at the Northview Park site. The project consists of a roughly 6,000 SF pool with zero-depth entry, spray features/climbable structure, 4 lap swim lanes and the option for a waterslide tower. The pool will be supported by a new bath house and refurbished existing parking lot.

PROJECT SITE

The project site is located within Northview Park in South St. Paul and will replace the existing aquatics facility at this location.

PROJECT TEAM

OWNER: City of South St. Paul (Shannon Young)
ARCHITECT: JLG Architects (Adam Barnett, Principal in Charge)
CONSULTANTS: Aquatics Engineering: Reengineered, Inc.
Mechanical, Electrical, Plumbing Engineering: Emanuelson-Podas, Inc.
Structural Engineering: MBJ
Civil Engineering/Landscape Design: Bolton & Menk
CONSTRUCTION MANAGER: TBD (procured by Owner)

PROGRAM

- Multi-generational Pool
 - 4 Lap swim lanes
 - Zero-depth entry area with play features
 - Shallow diving well
 - Alternate option for waterslide(s)
- Pool deck with shade structures
- Bath house:
 - Changing/shower rooms
 - Mechanical/electrical space
 - Pool equipment space
 - Concessions space

BUDGET

Total Project Budget: \$8,500,000

APPROACH

JLG Architects proposes to approach the design of the South St. Paul Aquatics Center strategically by building upon the project parameters defined in the Pre-Design phase as well as being responsive to the site, the surrounding neighborhood, and the adjacent buildings and infrastructure. JLG Architects approaches every project with functionality and durability as a given, but the JLG team also strongly believes that good design can elevate any project to be a positive and engaging experience for the direct stakeholders, operations and programming staff, and for the entire South St. Paul community.

JLG's Sport practice design studio will provide a high level of service with clear and effective communication and coordination with the South St. Paul parks and recreation team. We will leverage JLG team members that bring years of aquatic facility design experience and expertise. Our team has successfully completed over a hundred community recreation projects with over thirty-two projects including aquatics design. We consistently deliver successful projects on-time and under budget for communities just like South St. Paul across the country and look forward to the opportunity to work with you!

SCOPE OF WORK

As defined by Phases below. Base Scope of Services includes Design Phase through Construction Administration services.

Design Phase

Description of work: The Design Phase is where most of the design and coordination work will take place and will build from the preliminary design and program direction established during the Pre-Design phase. During this phase all major decisions for the building will be confirmed which will define the building systems, materials, and products. During this phase major coordination and collaboration will happen between the team members as well as with the Owner and the Construction Manager. The design team will also meet with all local authorities having jurisdiction to ensure the design meets the needs of the community for public safety and accessibility and support the eventual permitting process. The work in this phase includes:

- Site plan coordinated with Civil Engineer
- Overall coordination with design team and engineers
- Code Review and coordination with Authorities Having Jurisdiction
- Design Drawing development:
 - Overall floor plans and enlarged floor plans of specialized areas
 - Pool and deck plan(s) with final feature selections
 - Building sections and wall sections
 - Exterior elevations with materials and openings
 - Roof Plan
 - Reflected Ceiling Plans
 - Room Finish Schedule
 - Door, Window and Louver Schedule
- Product cut sheets
- Outline Specifications
- Support the Construction Manager with cost estimating and value engineering process as necessary
- Up to 2 (two) 3d renderings to clearly communicate the design and form of the building and pool deck area
- Meetings:
 - Phase Kick-off meeting (in-person)
 - Up to 4 (four) design meetings (in-person/virtual)
 - One in-person meeting at the completion of the phase to review the DD documents and the project budget
 - Design team coordination meetings (as needed)

Construction Documents Phase

Description of work: The Construction Documents Phase is where all the final design decisions get documented and translated into the language for contractors to be able to bid and construct the project. This phase will likely have less input meetings from the Owner,

with more of the design teams' time spent drawing, writing and coordinating specifications, and conducting final design coordination across the various disciplines. Meetings with the Owner will cover the finite details and minutia of the building and pool, covering topics like door hardware and systems operations. The design team will work closely with the Construction Manager to define project work scopes and ensure that all the documents are completed to support successful procurement of the contracted construction Work. This phase includes:

- Site plan coordinated with Civil Engineer
- Overall coordination with engineering team
- Code Review finalized and coordinated with Authorities Having Jurisdiction
- Final construction drawings including:
 - Final site, grading and utility plans and details
 - Overall floor plans and enlarged floor plans of specialized areas
 - Building sections and wall sections
 - Exterior elevations with materials and openings
 - Architectural Details
 - Roof Plan
 - Reflected Ceiling Plans
 - Room Finish Schedule
 - Door, Window and Louver Schedule
 - Door and Window Details
 - Structural and all MEP systems drawings and diagrams
 - Aquatics plans, details and schedules
- Specifications
- All building systems coordinated and detailed
- Meetings:
 - Up to 3 (three) design review meetings with the Owner as necessary (virtual)
 - 100% Construction Documents review meeting with Owner (page turn) in-person

Bidding Phase

Description of work: The Bidding Phase will largely be managed by the project Construction Manager, with support from the architectural design team. We will support the CM by assisting in coordination of work scopes and providing clarifications and necessary documentation while the project is out to bid. This phase includes:

- Respond to questions from potential bidders
- Virtual participation in a pre-bid meeting
- Addendums and clarifications during Bid Phase
- Participation in one post bid virtual meeting to discuss award with Owner/CM

Construction Administration Phase

Description of work: During this longest phase of the project, we understand that the construction manager is in the day-to-day leadership position of field observation, managing the process and coordinating issue resolution. Throughout this phase the JLG team will be supporting the construction manager to provide decisions and the timely flow of information to enable completion of the project as required by and in compliance with the construction documents. We anticipate the Architect's site observation role to be minimized during early construction periods while the contractor is focused on demolition, excavation, site utilities, pouring concrete footings and foundations. The JLG site observation role increases later in construction when building erection begins, architectural elements are installed, and program spaces are finished out. Our final walk-through and punch list process assures an efficient start-up period and, ultimately, a successful ribbon-cutting. This phase includes:

- Periodic site visits to observe construction progress. Up to 12 (twelve) site visits to South St. Paul. One or two site visits will occur within early stages of construction. The bulk of site visits are expected to occur in later stages when pool vessel installation is occurring, and architectural elements are constructed and/or installed. Appropriate timing to be coordinated with the CM.
 - Design team will participate in bi-weekly OAC (Owner/Architect/Contractor) meetings virtually as required throughout the duration of construction.
- Review shop drawing submittals and substitution requests for Architectural elements and materials.
- Respond to Requests for Information.

- Review and provide information for Change Orders.
- Final walk-through and punch-list.

OWNER RESPONSIBILITIES

Provide necessary information in a timely manner, including, but not limited to:

- Site Control
- Project delivery determination
- Site Survey – to provide information necessary to complete project
- Soil Engineering – to provide information necessary to complete project
- Soil remediation if required
- Design feedback and direction
- Sign-off at each phase of work

SCHEDULE (To Be Finalized during Preliminary Design Phase)

Design Phases: December 2025 through May 2026

Construction Phase: Summer 2026 through June 2027, or as modified by Owner/CM

COMPENSATION

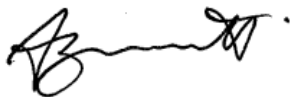
• Design Phase:	\$192,337.50
• Construction Documents:	\$208,867.00
• Bidding:	\$10,993.00
• <u>Construction Administration:</u>	<u>\$137,412.50</u>
○ TOTAL:	\$549,650.00

REIMBURSABLE EXPENSES

All final documents will be delivered electronically. Travel, transportation and subsistence per the number of meetings noted above by JLG Architects to South St. Paul are included within Basic Services compensation. Any additional travel costs will not be incurred without the Owner's prior approval. Printing of promotional materials or other similar project related expenses at the Owner's request will be invoiced by JLG to the Owner at direct cost plus 5%.

Thank you for the opportunity to submit this proposal. Please do not hesitate to contact me with any questions or concerns.

Sincerely,



Adam Barnett, JLG Architects

Please sign and date below to acknowledge your acceptance of this proposal.

Client:

Date



CITY COUNCIL AGENDA REPORT

DATE: November 3, 2025
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Final Payment for the 7th Avenue S Reconstruction & I-494 Watermain Improvement Project (City Project No. 2023-012)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve Final Payment to McNamara Contracting Inc for the 7th Avenue S Reconstruction & I-494 Watermain Improvement Project (City Project No. 2023-012).

OVERVIEW

Enclosed is the final payment for the 7th Avenue S Reconstruction & I-494 Watermain Improvement Project (City Project No. 2023-012), SAP 168-108-006). The contractor for the project was McNamara Contracting Inc. The amount of this final payment is \$98,749.71, bringing the total project cost to \$3,848,582.70. The original contract cost was \$3,948,026.85, meaning the project came in \$99,444.15 under budget. The project was successfully constructed in 2024, all punch list items have been completed, and all close-out documents have been received.

Staff recommends the City Council consider approving the final payment to McNamara Contracting Inc in the amount of \$98,749.71.

SOURCE OF FUNDS

This project was funded by Municipal State Aid Funds, Infrastructure Fund, Water Utility, Sanitary Sewer Utility, Storm Sewer Utility, and Special Assessments.

ATTACHMENTS

1. 2023-012 Pay App 6 Final

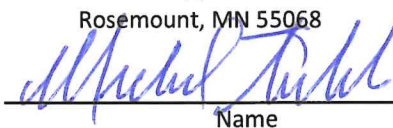
CONTRACTOR'S PAY REQUEST 7TH AVE S & I-494 WATERMAIN IMPROVEMENTS CITY OF SOUTH ST PAUL C.P. 2023-012, SAP 168-108-006 CONTRACTOR: MCNAMARA CONTRACTING, INC 10/15/2025					DISTRIBUTION: CONTRACTOR (1) OWNER (1) ENGINEER (1) BONDING CO. (0) MNDOT (0)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS					\$3,948,026.85
TOTAL, COMPLETED WORK TO DATE					\$3,848,582.70
TOTAL, STORED MATERIALS TO DATE					\$107,900.40
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED					\$107,900.40
TOTAL, COMPLETED WORK & STORED MATERIALS					\$3,848,582.70
RETAINED PERCENTAGE (0.0%)					\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)					\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE					\$3,848,582.70
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES					\$3,749,832.99
PAY CONTRACTOR AS ESTIMATE NO. 6 - FINAL					\$98,749.71

FUNDING CATEGORY NAME	WORK CERTIFIED TO DATE	LESS AMOUNT RETAINED	LESS PREVIOUS PAYMENTS	AMOUNT THIS VOUCHER	TOTAL AMOUNT DUE TO DATE
LOCAL	\$2,397,513.34	\$0.00	\$2,335,040.36	\$62,472.98	\$2,397,513.34
SAP 168-108-006 ROADWAY	\$1,291,666.01	\$0.00	\$1,259,374.36	\$32,291.65	\$1,291,666.01
SAP 168-108-006 STORM	\$159,403.35	\$0.00	\$155,418.27	\$3,985.08	\$159,403.35

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: McNamara Contracting, Inc.
16700 Chippendale Avenue
Rosemount, MN 55068

By  Name Title CFO

Date 10/21/25

Approved _____

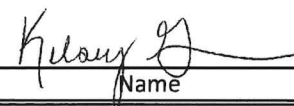
Contractor's Surety _____

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
 OWNER: CITY OF SOUTH ST PAUL, 125 3RD AVE N., SOUTH ST PAUL, MN 55075

By  10/16/2025

THOMAS MADIGAN, ENGINEERING PROJECTS COORDINATOR Date

APPROVED FOR PAYMENT: CITY ENGINEER, KELSEY GELHAR, P.E.

By  10/16/2025

Name Date

Partial Pay Estimate No.:
6 - FINAL

7TH AVE S & I-494 WATERMAIN IMPROVEMENTS

CITY OF SOUTH ST PAUL

C.P. 2023-012, SAP 168-108-006

CONTRACTOR: MCNAMARA CONTRACTING, INC

10/15/2025

ITEM NO.	MNDOT NO.	ITEM	UNIT PRICE	AS BID		TOTAL FROM PREVIOUS VOUCHER		COMPLETED THIS VOUCHER		COMPLETED TO DATE					
				ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT				
SCHEDULE 1 - 7TH AVENUE IMPROVEMENTS															
1	2021.501	MOBILIZATION	\$66,500.00	1	LUMP SUM	\$66,500.00	1	LUMP SUM	\$66,500.00	0	LUMP SUM	\$0.00	1	LUMP SUM	\$66,500.00
2	2101.502	CLEARING	\$500.00	3	EACH	\$1,500.00	2	EACH	\$1,000.00	0	EACH	\$0.00	2	EACH	\$1,000.00
3	2101.502	GRUBBING	\$105.00	3	EACH	\$315.00	2	EACH	\$210.00	0	EACH	\$0.00	2	EACH	\$210.00
4	2104.502	REMOVE CASTING (STORM)	\$100.00	3	EACH	\$300.00	3	EACH	\$300.00	0	EACH	\$0.00	3	EACH	\$300.00
5	2104.502	REMOVE CASTING (SANITARY)	\$100.00	10	EACH	\$1,000.00	10	EACH	\$1,000.00	0	EACH	\$0.00	10	EACH	\$1,000.00
6	2104.502	REMOVE MANHOLE	\$700.00	1	EACH	\$700.00	1	EACH	\$700.00	0	EACH	\$0.00	1	EACH	\$700.00
7	2104.502	REMOVE GATE VALVE & BOX	\$225.00	7	EACH	\$1,575.00	6	EACH	\$1,350.00	0	EACH	\$0.00	6	EACH	\$1,350.00
8	2104.502	REMOVE CURB STOP & BOX	\$40.00	98	EACH	\$3,920.00	83	EACH	\$3,320.00	0	EACH	\$0.00	83	EACH	\$3,320.00
9	2104.502	REMOVE HYDRANT	\$300.00	5	EACH	\$1,500.00	5	EACH	\$1,500.00	0	EACH	\$0.00	5	EACH	\$1,500.00
10	2104.502	REMOVE DRAINAGE STRUCTURE	\$260.00	23	EACH	\$5,980.00	23	EACH	\$5,980.00	0	EACH	\$0.00	23	EACH	\$5,980.00
11	2104.502	REMOVE SIGN	\$42.00	43	EACH	\$1,806.00	43	EACH	\$1,806.00	0	EACH	\$0.00	43	EACH	\$1,806.00
12	2104.502	SALVAGE SIGN	\$42.00	5	EACH	\$210.00	5	EACH	\$210.00	0	EACH	\$0.00	5	EACH	\$210.00
13	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	\$2.00	332	LIN FT	\$664.00	332	LIN FT	\$664.00	0	LIN FT	\$0.00	332	LIN FT	\$664.00
14	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$2.00	656	LIN FT	\$1,312.00	656	LIN FT	\$1,312.00	0	LIN FT	\$0.00	656	LIN FT	\$1,312.00
15	2104.503	REMOVE WATER MAIN	\$4.25	3280	LIN FT	\$13,940.00	3097	LIN FT	\$13,162.25	0	LIN FT	\$0.00	3,097	LIN FT	\$13,162.25
16	2104.503	REMOVE SEWER PIPE (STORM)	\$9.00	694	LIN FT	\$6,246.00	539	LIN FT	\$4,851.00	0	LIN FT	\$0.00	539	LIN FT	\$4,851.00
17	2104.503	REMOVE SEWER PIPE (SANITARY)	\$50.00	44	LIN FT	\$2,200.00	34.5	LIN FT	\$1,725.00	0	LIN FT	\$0.00	34.5	LIN FT	\$1,725.00
18	2104.503	REMOVE CURB & GUTTER	\$4.50	6226	LIN FT	\$28,017.00	6256	LIN FT	\$28,152.00	0	LIN FT	\$0.00	6,256	LIN FT	\$28,152.00
19	2104.503	REMOVE WATER SERVICE PIPE	\$3.00	2644	LIN FT	\$7,932.00	2396.8	LIN FT	\$7,190.40	0	LIN FT	\$0.00	2,396.8	LIN FT	\$7,190.40
20	2104.503	SALVAGE FENCE	\$21.00	186	LIN FT	\$3,906.00	178	LIN FT	\$3,738.00	0	LIN FT	\$0.00	178	LIN FT	\$3,738.00
21	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$33.50	318	SQ YD	\$10,653.00	366	SQ YD	\$12,261.00	0	SQ YD	\$0.00	366	SQ YD	\$12,261.00
22	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$16.00	234	SQ YD	\$3,744.00	203	SQ YD	\$3,248.00	0	SQ YD	\$0.00	203	SQ YD	\$3,248.00
23	2104.504	REMOVE BITUMINOUS PAVEMENT	\$3.00	14972	SQ YD	\$44,916.00	14972	SQ YD	\$44,916.00	0	SQ YD	\$0.00	14,972	SQ YD	\$44,916.00
24	2104.518	REMOVE CONCRETE WALK	\$1.00	7816	SQ FT	\$7,816.00	8041.3	SQ FT	\$8,041.30	0	SQ FT	\$0.00	8,041.3	SQ FT	\$8,041.30
25	2104.602	SALVAGE SIGN SPECIAL	\$1,800.00	1	EACH	\$1,800.00	1	EACH	\$1,800.00	0	EACH	\$0.00	1	EACH	\$1,800.00
26	2106.507	EXCAVATION - COMMON (P)	\$26.80	4866	CU YD	\$130,408.80	4866	CU YD	\$130,408.80	0	CU YD	\$0.00	4,866	CU YD	\$130,408.80
27	2106.507	EXCAVATION - SUBGRADE	\$24.00	400	CU YD	\$9,600.00	347.7	CU YD	\$8,344.80	0	CU YD	\$0.00	347.7	CU YD	\$8,344.80
28	2106.507	SELECT GRANULAR EMBANKMENT (CV)	\$23.50	400	CU YD	\$9,400.00	0	CU YD	\$0.00	0	CU YD	\$0.00	0	CU YD	\$0.00
29	2111.519	TEST ROLLING	\$15.00	30.5	RDST	\$457.50	30.5	RDST	\$457.50	0	RDST	\$0.00	30.5	RDST	\$457.50
30	2112.519	SUBGRADE PREPARATION	\$100.00	30.5	RDST	\$3,050.00	31	RDST	\$3,100.00	0	RDST	\$0.00	31	RDST	\$3,100.00
31	2118.507	AGGREGATE SURFACING (CV) CLASS 5	\$65.00	185	CU YD	\$12,025.00	279.36	CU YD	\$18,158.40	0	CU YD	\$0.00	279.36	CU YD	\$18,158.40
32	2123.602	UTILITY CREW	\$500.00	5	EACH	\$2,500.00	2	EACH	\$1,000.00	0	EACH	\$0.00	2	EACH	\$1,000.00
33	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	\$200.00	75	HR	\$15,000.00	51.75	HR	\$10,350.00	0	HR	\$0.00	51.75	HR	\$10,350.00
34	2130.523	WATER	\$75.00	75	MGAL	\$5,625.00	75	MGAL	\$5,625.00	0	MGAL	\$0.00	75	MGAL	\$5,625.00
35	2211.509	AGGREGATE BASE CLASS 5	\$16.25	7878	TON	\$128,017.50	7369.90	TON	\$119,760.88	0	TON	\$0.00	7,369.9	TON	\$119,760.88
36	2331.603	JOINT ADHESIVE	\$0.75	6258	LIN FT	\$4,693.50	6810	LIN FT	\$5,107.50	0	LIN FT	\$0.00	6,810	LIN FT	\$5,107.50
37	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	\$81.00	1230	TON	\$99,630.00	1314.93	TON	\$106,509.33	0	TON	\$0.00	1,314.93	TON	\$106,509.33
38	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	\$76.75	3142	TON	\$241,148.50	2979.08	TON	\$228,644.39	0	TON	\$0.00	2,979.08	TON	\$228,644.39
39	2501.503	12" RC PIPE SEWER DES 3006 CL V	\$62.50	35	LIN FT	\$2,187.50	35	LIN FT	\$2,187.50	0	LIN FT	\$0.00	35	LIN FT	\$2,187.50
40	2501.503	15" RC PIPE SEWER DES 3006 CL V	\$63.00	561	LIN FT	\$35,343.00	561	LIN FT	\$35,343.00	0	LIN FT	\$0.00	561	LIN FT	\$35,343.00
41	2501.503	18" RC PIPE SEWER DES 3006 CL V	\$33.00	60	LIN FT	\$1,980.00	62	LIN FT	\$2,046.00	0	LIN FT	\$0.00	62	LIN FT	\$2,046.00
42	2501.503	30" RC PIPE SEWER DES 3006 CL V	\$185.00	17	LIN FT	\$3,145.00	16	LIN FT	\$2,960.00	0	LIN FT	\$0.00	16	LIN FT	\$2,960.00
43	2503.503	10" PVC PIPE SEWER	\$100.00	14	LIN FT	\$1,400.00	11.5	LIN FT	\$1,150.00	0	LIN FT	\$0.00	11.5	LIN FT	\$1,150.00
44	2503.503	12" PVC PIPE SEWER	\$120.00	30	LIN FT	\$3,600.00	23	LIN FT	\$2,760.00	0	LIN FT	\$0.00	23	LIN FT	\$2,760.00
45	2503.601	SANITARY SEWER BYPASS PUMPING	\$5,000.00	1	LUMP SUM	\$5,000.00	0	LUMP SUM	\$0.00	0	LUMP SUM	\$0.00	0	LUMP SUM	\$0.00
46	2503.602	REINSTATE SANITARY SEWER SERVICE	\$140.00	94	EACH	\$13,160.00	93	EACH	\$13,020.00	0	EACH	\$0.00	93	EACH	\$13,020.00
47	2503.602	CONNECT TO EXISTING SANITARY SEWER	\$1,100.00	2	EACH	\$2,200.00	2	EACH	\$2,200.00	0	EACH	\$0.00	2	EACH	\$2,200.00
48	2503.602	CONNECT TO EXISTING STORM SEWER	\$1,000.00	8	EACH	\$8,000.00	8	EACH	\$8,000.00	0	EACH	\$0.00	8	EACH	\$8,000.00
49	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	\$1,250.00	3	EACH	\$3,750.00	3	EACH	\$3,750.00	0	EACH	\$0.00	3	EACH	\$3,750.00
50	2503.603	REPAIR SEWER PIPE	\$46.00	390	LIN FT	\$17,940.00	426.25	LIN FT	\$19,607.50	0	LIN FT	\$0.00	426.25	LIN FT	\$19,607.50
51	2503.603	LINING SEWER PIPE 12"	\$56.00	1965	LIN FT	\$110,040.00	1965	LIN FT	\$110,040.00	0	LIN FT	\$0.00	1,965	LIN FT	\$110,040.00
52	2503.603	LINING SEWER PIPE 15"	\$82.00	988	LIN FT	\$81,016.00	991	LIN FT	\$81,262.00	0	LIN FT	\$0.00	991	LIN FT	\$81,262.00
53	2503.603	LINING SANITARY SEWER MANHOLE - 4' DIA.	\$520.00	149	LIN FT	\$77,480.00	134.01	LIN FT	\$69,685.20	0	LIN FT	\$0.00	134.01	LIN FT	\$69,685.20
54	2504.601	TEMPORARY WATER SERVICE	\$26,500.00	1	LUMP SUM	\$26,500.00	1	LUMP SUM	\$26,500.00	0	LUMP SUM	\$0.00	1	LUMP SUM	\$26,500.00
55	2504.602	CONNECT TO EXISTING WATER MAIN	\$1,550.00	4	EACH	\$6,200.00	4	EACH	\$6,200.00	0	EACH	\$0.00	4	EACH	\$6,200.00
56	2504.602	CONNECT TO EXISTING WATER SERVICE	\$340.00	98	EACH	\$33,320.00	96	EACH	\$32,640.00	0	EACH	\$0.00	96	EACH	\$32,640.00

Partial Pay Estimate No.:

6 - FINAL

7TH AVE S & I-494 WATERMAIN IMPROVEMENTS

CITY OF SOUTH ST PAUL

C.P. 2023-012, SAP 168-108-006

CONTRACTOR: MCNAMARA CONTRACTING, INC

10/15/2025

ITEM NO.	MNDOT NO.	ITEM	UNIT PRICE	AS BID		TOTAL FROM PREVIOUS VOUCHER		COMPLETED THIS VOUCHER		COMPLETED TO DATE	
				ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
57	2504.602	HYDRANT	\$6,500.00	5 EACH	\$32,500.00	5 EACH	\$32,500.00	0 EACH	\$0.00	5 EACH	\$32,500.00
58	2504.602	1" CORPORATION STOP	\$150.00	98 EACH	\$14,700.00	96 EACH	\$14,400.00	0 EACH	\$0.00	96 EACH	\$14,400.00
59	2504.602	6" GATE VALVE & BOX	\$3,600.00	5 EACH	\$18,000.00	5 EACH	\$18,000.00	0 EACH	\$0.00	5 EACH	\$18,000.00
60	2504.602	8" GATE VALVE & BOX	\$4,550.00	10 EACH	\$45,500.00	11 EACH	\$50,050.00	0 EACH	\$0.00	11 EACH	\$50,050.00
61	2504.602	1" CURB STOP & BOX	\$422.00	98 EACH	\$41,356.00	96 EACH	\$40,512.00	0 EACH	\$0.00	96 EACH	\$40,512.00
62	2504.603	1" TYPE K COPPER PIPE	\$35.00	2947 LIN FT	\$103,145.00	2488.3 LIN FT	\$87,090.50	0 LIN FT	\$0.00	2,488.3 LIN FT	\$87,090.50
63	2504.603	6" WATERMAIN DUCTILE IRON CL 52	\$65.00	45 LIN FT	\$2,925.00	48.5 LIN FT	\$3,152.50	0 LIN FT	\$0.00	48.5 LIN FT	\$3,152.50
64	2504.603	8" WATERMAIN DUCTILE IRON CL 52	\$77.50	3221 LIN FT	\$249,627.50	3180.3 LIN FT	\$246,473.25	0 LIN FT	\$0.00	3,180.3 LIN FT	\$246,473.25
65	2504.604	4" POLYSTYRENE INSULATION	\$30.00	50 SQ YD	\$1,500.00	23.1 SQ YD	\$693.00	0 SQ YD	\$0.00	23.1 SQ YD	\$693.00
66	2504.608	DUCTILE IRON FITTINGS	\$20.00	1758 LB	\$35,160.00	1203 LB	\$24,060.00	0 LB	\$0.00	1,203 LB	\$24,060.00
67	2506.502	CASTING ASSEMBLY (SANITARY)	\$1,300.00	11 EACH	\$14,300.00	11 EACH	\$14,300.00	0 EACH	\$0.00	11 EACH	\$14,300.00
68	2506.502	CASTING ASSEMBLY (STORM)	\$1,300.00	12 EACH	\$15,600.00	19 EACH	\$24,700.00	0 EACH	\$0.00	19 EACH	\$24,700.00
69	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	\$545.00	55 LIN FT	\$29,975.00	83.15 LIN FT	\$45,316.75	0 LIN FT	\$0.00	83.15 LIN FT	\$45,316.75
70	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	\$790.00	12.5 LIN FT	\$9,875.00	7.74 LIN FT	\$6,114.60	0 LIN FT	\$0.00	7.74 LIN FT	\$6,114.60
71	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	\$1,150.00	7.6 LIN FT	\$8,740.00	6.57 LIN FT	\$7,555.50	0 LIN FT	\$0.00	6.57 LIN FT	\$7,555.50
72	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	\$825.00	9 LIN FT	\$7,425.00	9 LIN FT	\$7,425.00	0 LIN FT	\$0.00	9 LIN FT	\$7,425.00
73	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	\$2,550.00	15 EACH	\$38,250.00	11 EACH	\$28,050.00	0 EACH	\$0.00	11 EACH	\$28,050.00
74	2521.518	4" CONCRETE WALK	\$5.80	15398 SQ FT	\$89,308.40	15940.9 SQ FT	\$92,457.22	0 SQ FT	\$0.00	15,940.9 SQ FT	\$92,457.22
75	2521.518	6" CONCRETE WALK	\$15.75	990 SQ FT	\$15,592.50	1075 SQ FT	\$16,931.25	0 SQ FT	\$0.00	1,075 SQ FT	\$16,931.25
76	2531.503	CONCRETE CURB & GUTTER DESIGN B618	\$17.75	6258 LIN FT	\$111,079.50	6306.5 LIN FT	\$111,940.38	0 LIN FT	\$0.00	6,306.5 LIN FT	\$111,940.38
77	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	\$79.00	431 SQ YD	\$34,049.00	595.1 SQ YD	\$47,012.90	0 SQ YD	\$0.00	595.1 SQ YD	\$47,012.90
78	2531.603	CONCRETE CURB DESIGN V	\$51.10	989 LIN FT	\$50,537.90	471.2 LIN FT	\$24,078.32	0 LIN FT	\$0.00	471.2 LIN FT	\$24,078.32
79	2531.618	TRUNCATED DOMES	\$50.00	234 SQ FT	\$11,700.00	230 SQ FT	\$11,500.00	0 SQ FT	\$0.00	230 SQ FT	\$11,500.00
80	2563.601	TRAFFIC CONTROL	\$19,000.00	1 LUMP SUM	\$19,000.00	1 LUMP SUM	\$19,000.00	0 LUMP SUM	\$0.00	1 LUMP SUM	\$19,000.00
81	2545.501	LIGHTING UNIT TYPE SPECIAL 1	\$4,075.00	9 EACH	\$36,675.00	9 EACH	\$36,675.00	0 EACH	\$0.00	9 EACH	\$36,675.00
82	2545.501	LIGHTING UNIT TYPE SPECIAL 2	\$6,500.00	14 EACH	\$91,000.00	14 EACH	\$91,000.00	0 EACH	\$0.00	14 EACH	\$91,000.00
83	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	\$1,475.00	23 EACH	\$33,925.00	23 EACH	\$33,925.00	0 EACH	\$0.00	23 EACH	\$33,925.00
84	2545.502	SERVICE CABINET	\$7,450.00	1 EACH	\$7,450.00	1 EACH	\$7,450.00	0 EACH	\$0.00	1 EACH	\$7,450.00
85	2545.502	UNDERGROUND CABLE SPLICE	\$470.00	4 EACH	\$1,880.00	4 EACH	\$1,880.00	0 EACH	\$0.00	4 EACH	\$1,880.00
86	2545.502	EQUIPMENT PAD B (MOD)	\$3,150.00	1 EACH	\$3,150.00	1 EACH	\$3,150.00	0 EACH	\$0.00	1 EACH	\$3,150.00
87	2545.502	HANDHOLE	\$2,000.00	6 EACH	\$12,000.00	6 EACH	\$12,000.00	0 EACH	\$0.00	6 EACH	\$12,000.00
88	2545.503	2" NON-METALLIC CONDUIT	\$9.60	3750 LIN FT	\$36,000.00	3750 LIN FT	\$36,000.00	0 LIN FT	\$0.00	3,750 LIN FT	\$36,000.00
89	2545.503	3" NON-METALLIC CONDUIT	\$25.25	60 LIN FT	\$1,515.00	60 LIN FT	\$1,515.00	0 LIN FT	\$0.00	60 LIN FT	\$1,515.00
90	2545.503	UNDERGROUND WIRE 1/C 6 AWG	\$2.15	4091 LIN FT	\$8,795.65	0 LIN FT	\$0.00	0 LIN FT	\$0.00	0 LIN FT	\$0.00
91	2545.503	UNDERGROUND WIRE 1/C 8 AWG	\$1.90	8182 LIN FT	\$15,545.80	12273 LIN FT	\$23,318.70	0 LIN FT	\$0.00	12,273 LIN FT	\$23,318.70
92	2545.503	UNDERGROUND WIRE 1/C 2 AWG	\$4.00	150 LIN FT	\$600.00	150 LIN FT	\$600.00	0 LIN FT	\$0.00	150 LIN FT	\$600.00
93	2557.603	INSTALL FENCE	\$42.00	186 LIN FT	\$7,812.00	170 LIN FT	\$7,140.00	0 LIN FT	\$0.00	170 LIN FT	\$7,140.00
94	2563.602	VEHICLE SPEED FEEDBACK SIGN	\$11,910.00	2 EACH	\$23,820.00	2 EACH	\$23,820.00	0 EACH	\$0.00	2 EACH	\$23,820.00
95	2564.502	INSTALL SIGN	\$185.00	5 EACH	\$925.00	5 EACH	\$925.00	0 EACH	\$0.00	5 EACH	\$925.00
96	2564.518	SIGN PANELS TYPE C	\$45.00	168.5 SQ FT	\$7,582.50	172.18 SQ FT	\$7,748.10	0 SQ FT	\$0.00	172.18 SQ FT	\$7,748.10
97	2564.602	SIGN PANELS TYPE SPECIAL	\$350.00	10 EACH	\$3,500.00	10 EACH	\$3,500.00	0 EACH	\$0.00	10 EACH	\$3,500.00
98	2564.602	INSTALL SIGN SPECIAL	\$3,500.00	1 EACH	\$3,500.00	1 EACH	\$3,500.00	0 EACH	\$0.00	1 EACH	\$3,500.00
99	2571.502	CONIFEROUS TREE 6' HT B&B	\$575.00	1 EACH	\$575.00	0 EACH	\$0.00	0 EACH	\$0.00	0 EACH	\$0.00
100	2571.502	DECIDUOUS TREE 2" CAL B&B	\$700.00	43 EACH	\$30,100.00	33 EACH	\$23,100.00	0 EACH	\$0.00	33 EACH	\$23,100.00
101	2573.501	STABILIZED CONSTRUCTION EXIT	\$1,200.00	1 LUMP SUM	\$1,200.00	1 LUMP SUM	\$1,200.00	0 LUMP SUM	\$0.00	1 LUMP SUM	\$1,200.00
102	2573.501	EROSION CONTROL SUPERVISOR	\$500.00	1 LUMP SUM	\$500.00	1 LUMP SUM	\$500.00	0 LUMP SUM	\$0.00	1 LUMP SUM	\$500.00
103	2573.502	STORM DRAIN INLET PROTECTION	\$168.00	45 EACH	\$7,560.00	45 EACH	\$7,560.00	0 EACH	\$0.00	45 EACH	\$7,560.00
104	2573.503	SILT FENCE, TYPE MS	\$5.00	100 LIN FT	\$500.00	0 LIN FT	\$0.00	0 LIN FT	\$0.00	0 LIN FT	\$0.00
105	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	\$3.00	500 LIN FT	\$1,500.00	500 LIN FT	\$1,500.00	0 LIN FT	\$0.00	500 LIN FT	\$1,500.00
106	2574.507	COMMON TOPSOIL BORROW	\$61.50	715 CU YD	\$43,927.50	840 CU YD	\$51,660.00	0 CU YD	\$0.00	840 CU YD	\$51,660.00
107	2574.508	FERTILIZER TYPE 3	\$1.15	150 POUND	\$172.50	0 POUND	\$0.00	0 POUND	\$0.00	0 POUND	\$0.00
108	2575.504	SODDING TYPE LAWN	\$11.00	3718 SQ YD	\$40,898.00	5452.1 SQ YD	\$59,973.10	0 SQ YD	\$0.00	5,452.1 SQ YD	\$59,973.10
109	2575.523	RAPID STABILIZATION METHOD 3	\$890.00	5 MGAL	\$4,450.00	0 MGAL	\$0.00	0 MGAL	\$0.00	0 MGAL	\$0.00
110	2575.602	SITE RESTORATION	\$520.00	10 EACH	\$5,200.00	1.35 EACH	\$702.00	0 EACH	\$0.00	1.35 EACH	\$702.00
111	2582.503	4" SOLID LINE MULTI COMP (WR)	\$1.05	5654 LIN FT	\$5,936.70	5493 LIN FT	\$5,767.65	0 LIN FT	\$0.00	5,493 LIN FT	\$5,767.65
112	2582.503	24" SOLID LINE MULTI COMP (WR)	\$12.60	34 LIN FT	\$428.40	26 LIN FT	\$327.60	0 LIN FT	\$0.00	26 LIN FT	\$327.60
113	2582.503	4" BROKEN LINE MULTI COMP (WR)	\$2.10	480 LIN FT	\$1,008.00	490 LIN FT	\$1,029.00	0 LIN FT	\$0.00	490 LIN FT	\$1,029.00

Partial Pay Estimate No.:

6 - FINAL

7TH AVE S & I-494 WATERMAIN IMPROVEMENTS

CITY OF SOUTH ST PAUL

C.P. 2023-012, SAP 168-108-006

CONTRACTOR: MCNAMARA CONTRACTING, INC

10/15/2025

ITEM NO.	MNDOT NO.	ITEM	UNIT PRICE	AS BID		TOTAL FROM PREVIOUS VOUCHER		COMPLETED THIS VOUCHER		COMPLETED TO DATE					
				ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT				
114	2582.503	4" DBLE SOLID LINE MULTI COMP (WR)	\$2.10	788	LIN FT	\$1,654.80	556	LIN FT	\$1,167.60	0	LIN FT	\$0.00	556	LIN FT	\$1,167.60
115	2582.518	CROSSWALK MULTI COMP (WR)	\$6.30	612	SQ FT	\$3,855.60	540	SQ FT	\$3,402.00	0	SQ FT	\$0.00	540	SQ FT	\$3,402.00
SCHEDULE 2 - I-494 WATERMAIN IMPROVEMENTS															
116	2021.501	MOBILIZATION	\$36,000.00	1	LUMP SUM	\$36,000.00	1	LUMP SUM	\$36,000.00	0	LUMP SUM	\$0.00	1	LUMP SUM	\$36,000.00
117	2101.502	CLEARING	\$500.00	5	EACH	\$2,500.00	5	EACH	\$2,500.00	0	EACH	\$0.00	5	EACH	\$2,500.00
118	2101.502	GRUBBING	\$105.00	5	EACH	\$525.00	5	EACH	\$525.00	0	EACH	\$0.00	5	EACH	\$525.00
119	2101.601	CLEARING & GRUBBING (BRUSH)	\$2,400.00	1	LUMP SUM	\$2,400.00	0	LUMP SUM	\$0.00	0	LUMP SUM	\$0.00	0	LUMP SUM	\$0.00
120	2104.502	REMOVE DRAINAGE STRUCTURE (STORM)	\$300.00	3	EACH	\$900.00	3	EACH	\$900.00	0	EACH	\$0.00	3	EACH	\$900.00
121	2104.502	REMOVE SIGN	\$42.00	1	EACH	\$42.00	1	EACH	\$42.00	0	EACH	\$0.00	1	EACH	\$42.00
122	2104.502	SALVAGE SIGN	\$42.00	2	EACH	\$84.00	2	EACH	\$84.00	0	EACH	\$0.00	2	EACH	\$84.00
123	2104.502	REMOVE HYDRANT	\$300.00	7	EACH	\$2,100.00	8	EACH	\$2,400.00	0	EACH	\$0.00	8	EACH	\$2,400.00
124	2104.502	REMOVE GATE VALVE AND BOX	\$200.00	6	EACH	\$1,200.00	8	EACH	\$1,600.00	0	EACH	\$0.00	8	EACH	\$1,600.00
125	2104.502	REMOVE CURB STOP & BOX	\$200.00	2	EACH	\$400.00	2	EACH	\$400.00	0	EACH	\$0.00	2	EACH	\$400.00
126	2104.502	REMOVE PIPE APRON	\$300.00	1	EACH	\$300.00	1	EACH	\$300.00	0	EACH	\$0.00	1	EACH	\$300.00
127	2104.503	REMOVE CHAIN LINK FENCE	\$65.10	29	LIN FT	\$1,887.90	0	LIN FT	\$0.00	0	LIN FT	\$0.00	0	LIN FT	\$0.00
128	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	\$2.00	45	LIN FT	\$90.00	0	LIN FT	\$0.00	0	LIN FT	\$0.00	0	LIN FT	\$0.00
129	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$2.00	1308	LIN FT	\$2,616.00	1308	LIN FT	\$2,616.00	0	LIN FT	\$0.00	1,308	LIN FT	\$2,616.00
130	2104.503	REMOVE WATERMAIN	\$8.00	574	LIN FT	\$4,592.00	481.3	LIN FT	\$3,850.40	0	LIN FT	\$0.00	481.3	LIN FT	\$3,850.40
131	2104.503	REMOVE SEWER PIPE (STORM)	\$15.00	77	LIN FT	\$1,155.00	54	LIN FT	\$810.00	0	LIN FT	\$0.00	54	LIN FT	\$810.00
132	2104.503	REMOVE WATER SERVICE PIPE	\$5.00	62	LIN FT	\$310.00	46.3	LIN FT	\$231.50	0	LIN FT	\$0.00	46.3	LIN FT	\$231.50
133	2104.503	REMOVE CURB AND GUTTER	\$12.00	623	LIN FT	\$7,476.00	556	LIN FT	\$6,672.00	0	LIN FT	\$0.00	556	LIN FT	\$6,672.00
134	2104.503	REMOVE CONCRETE PAVEMENT	\$27.50	146	SQ YD	\$4,015.00	39.3	SQ YD	\$1,080.75	0	SQ YD	\$0.00	39.3	SQ YD	\$1,080.75
135	2104.504	REMOVE BITUMINOUS PAVEMENT	\$7.00	2221	SQ YD	\$15,547.00	2145.8	SQ YD	\$15,020.60	0	SQ YD	\$0.00	2,145.8	SQ YD	\$15,020.60
136	2104.601	REMOVE GUARD RAIL	\$1,800.00	1	LUMP SUM	\$1,800.00	1	LUMP SUM	\$1,800.00	0	LUMP SUM	\$0.00	1	LUMP SUM	\$1,800.00
137	2104.603	ABANDON WATERMAIN (FLOWABLE FILL)	\$18.00	1972	LIN FT	\$35,496.00	2031	LIN FT	\$36,558.00	0	LIN FT	\$0.00	2,031	LIN FT	\$36,558.00
138	2106.507	EXCAVATION - COMMON (P)	\$59.00	1111	CU YD	\$65,549.00	1111	CU YD	\$65,549.00	0	CU YD	\$0.00	1,111	CU YD	\$65,549.00
139	2106.507	EXCAVATION - SUBGRADE	\$24.00	200	CU YD	\$4,800.00	0	CU YD	\$0.00	0	CU YD	\$0.00	0	CU YD	\$0.00
140	2106.607	SELECT GRANULAR BORROW (CV) (P)	\$35.00	741	CU YD	\$25,935.00	741	CU YD	\$25,935.00	0	CU YD	\$0.00	741	CU YD	\$25,935.00
141	2106.607	SELECT GRANULAR BORROW - SUBGRADE CORRECTION (CV)	\$25.00	200	CU YD	\$5,000.00	0	CU YD	\$0.00	0	CU YD	\$0.00	0	CU YD	\$0.00
142	2123.602	UTILITY CREW	\$500.00	5	EACH	\$2,500.00	3	EACH	\$1,500.00	0	EACH	\$0.00	3	EACH	\$1,500.00
143	2211.509	AGGREGATE BASE CLASS 5	\$42.00	700	TON	\$29,400.00	607.67	TON	\$25,522.14	0	TON	\$0.00	607.67	TON	\$25,522.14
144	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	\$115.00	192	TON	\$22,080.00	346.53	TON	\$39,850.95	22.61	TON	\$2,600.15	369.14	TON	\$42,451.10
145	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	\$100.00	511	TON	\$51,100.00	544.72	TON	\$54,472.00	0	TON	\$0.00	544.72	TON	\$54,472.00
146	2501.502	12" RC PIPE APRON	\$1,200.00	1	EA	\$1,200.00	1	EA	\$1,200.00	0	EA	\$0.00	1	EA	\$1,200.00
147	2503.503	12" RC PIPE SEWER DES 3006 CL V	\$62.50	56	LIN FT	\$3,500.00	54	LIN FT	\$3,375.00	0	LIN FT	\$0.00	54	LIN FT	\$3,375.00
148	2503.503	15" RC PIPE SEWER DES 3006 CL V	\$90.00	21	LIN FT	\$1,890.00	0	LIN FT	\$0.00	0	LIN FT	\$0.00	0	LIN FT	\$0.00
149	2503.602	CONNECT TO EXISTING STORM SEWER	\$1,000.00	5	EACH	\$5,000.00	3	EACH	\$3,000.00	0	EACH	\$0.00	3	EACH	\$3,000.00
150	2504.601	TEMPORARY WATER SERVICE	\$4,000.00	1	LS	\$4,000.00	1	LS	\$4,000.00	0	LS	\$0.00	1	LS	\$4,000.00
151	2504.602	CONNECT TO EXISTING WATER MAIN	\$2,250.00	10	EACH	\$22,500.00	9	EACH	\$20,250.00	0	EACH	\$0.00	9	EACH	\$20,250.00
152	2504.602	6" GATE VALVE & BOX	\$3,600.00	7	EACH	\$25,200.00	7	EACH	\$25,200.00	0	EACH	\$0.00	7	EACH	\$25,200.00
153	2504.602	8" GATE VALVE & BOX	\$4,550.00	9	EACH	\$40,950.00	10	EACH	\$45,500.00	0	EACH	\$0.00	10	EACH	\$45,500.00
154	2504.602	12" GATE VALVE & BOX	\$7,100.00	2	EACH	\$14,200.00	1	EACH	\$7,100.00	0	EACH	\$0.00	1	EACH	\$7,100.00
155	2504.602	HYDRANT	\$6,500.00	7	EACH	\$45,500.00	7	EACH	\$45,500.00	0	EACH	\$0.00	7	EACH	\$45,500.00
156	2504.602	1" CURB STOP & BOX	\$422.00	2	EACH	\$844.00	2	EACH	\$844.00	0	EACH	\$0.00	2	EACH	\$844.00
157	2504.602	CONNECT TO EXISTING WATER SERVICE	\$340.00	5	EACH	\$1,700.00	5	EACH	\$1,700.00	0	EACH	\$0.00	5	EACH	\$1,700.00
158	2504.602	1" CORPORATION STOP	\$150.00	5	EACH	\$750.00	5	EACH	\$750.00	0	EACH	\$0.00	5	EACH	\$750.00
159	2504.602	HDD INSTALLATION PIT (50'X12')	\$5,500.00	9	EACH	\$49,500.00	8	EACH	\$44,000.00	0	EACH	\$0.00	8	EACH	\$44,000.00
160	2504.602	HDD INSTALLATION PIT (100'X12')	\$10,000.00	1	EACH	\$10,000.00	1	EACH	\$10,000.00	0	EACH	\$0.00	1	EACH	\$10,000.00
161	2504.603	1" TYPE K COPPER PIPE	\$50.50	62	LIN FT	\$3,131.00	46.3	LIN FT	\$2,338.15	0	LIN FT	\$0.00	46.3	LIN FT	\$2,338.15
162	2504.603	6" WATERMAIN DUCTILE IRON CL 52	\$65.00	130	LIN FT	\$8,450.00	125.9	LIN FT	\$8,183.50	0	LIN FT	\$0.00	125.9	LIN FT	\$8,183.50
163	2504.603	8" WATERMAIN DUCTILE IRON CL 52	\$77.50	1503	LIN FT	\$116,482.50	981	LIN FT	\$76,027.50	0	LIN FT	\$0.00	981	LIN FT	\$76,027.50
164	2504.603	12" WATERMAIN DUCTILE IRON CL 52	\$113.00	115	LIN FT	\$12,995.00	39	LIN FT	\$4,407.00	0	LIN FT	\$0.00	39	LIN FT	\$4,407.00
165	2504.603	10" WATERMAIN HDPE DIPS DR 11 (9.0" ID)	\$98.00	1250	LIN FT	\$122,500.00	1500	LIN FT	\$147,000.00	0	LIN FT	\$0.00	1,500	LIN FT	\$147,000.00
166	2504.603	14" WATERMAIN HDPE DIPS DR 11 (12.4" ID) - THROUGH CASING	\$110.00	407	LIN FT	\$44,770.00	407	LIN FT	\$44,770.00	0	LIN FT	\$0.00	407	LIN FT	\$44,770.00
167	2504.603	24" HDPE DIPS DR 11 (19.7" ID) CASING PIPE	\$385.00	407	LIN FT	\$156,695.00	407	LIN FT	\$156,695.00	0	LIN FT	\$0.00	407	LIN FT	\$156,695.00
168	2504.608	DUCTILE IRON FITTINGS	\$20.00	2720	LB	\$54,400.00	4042	LB	\$80,840.00	0	LB	\$0.00	4,042	LB	\$80,840.00
169	2506.502	ADJUST FRAME AND RING CASTING	\$920.00	4	EACH	\$3,680.00	4	EACH	\$3,680.00	0	EACH	\$0.00	4	EACH	\$3,680.00

Partial Pay Estimate No.:

6 - FINAL

7TH AVE S & I-494 WATERMAIN IMPROVEMENTS

CITY OF SOUTH ST PAUL

C.P. 2023-012, SAP 168-108-006

CONTRACTOR: MCNAMARA CONTRACTING, INC

10/15/2025

ITEM NO.	MNDOT NO.	ITEM	UNIT PRICE	AS BID		TOTAL FROM PREVIOUS VOUCHER		COMPLETED THIS VOUCHER		COMPLETED TO DATE		
				ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	
170	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	\$900.00	3.4	LIN FT	\$3,060.00	0	LIN FT	\$0.00	0	LIN FT	\$0.00
171	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	\$2,650.00	2	EACH	\$5,300.00	3	EACH	\$7,950.00	0	EACH	\$0.00
172	2521.518	4" CONCRETE WALK	\$9.15	130	SQ FT	\$1,189.50	246	SQ FT	\$2,250.90	0	SQ FT	\$0.00
173	2521.518	6" CONCRETE WALK	\$15.75	187	SQ FT	\$2,945.25	108	SQ FT	\$1,701.00	0	SQ FT	\$0.00
174	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	\$37.30	623	LIN FT	\$23,237.90	570	LIN FT	\$21,261.00	0	LIN FT	\$0.00
175	2531.618	TRUNCATED DOMES	\$50.00	12	SQ FT	\$600.00	12	SQ FT	\$600.00	0	SQ FT	\$0.00
176	2557.603	CHAIN LINK FENCE, DES 48-9322	\$168.00	17	LIN FT	\$2,856.00	0	LIN FT	\$0.00	0	LIN FT	\$0.00
177	2563.601	TRAFFIC CONTROL	\$13,000.00	1	LUMP SUM	\$13,000.00	1	LUMP SUM	\$13,000.00	0	LUMP SUM	\$0.00
178	2564.502	SIGN PANELS TYPE C	\$44.00	7	SF	\$308.00	10.25	SF	\$451.00	0	SF	\$0.00
179	2564.602	SIGN PANELS TYPE SPECIAL	\$525.00	1	EACH	\$525.00	1	EACH	\$525.00	0	EACH	\$0.00
180	2573.501	EROSION CONTROL SUPERVISOR	\$500.00	1	LUMP SUM	\$500.00	1	LUMP SUM	\$500.00	0	LUMP SUM	\$0.00
181	2573.502	STORM DRAIN INLET PROTECTION	\$168.00	29	EACH	\$4,872.00	29	EACH	\$4,872.00	0	EACH	\$0.00
182	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	\$3.00	800	LIN FT	\$2,400.00	400	LIN FT	\$1,200.00	0	LIN FT	\$0.00
183	2573.503	SILT FENCE, TYPE MS	\$3.50	600	LIN FT	\$2,100.00	0	LIN FT	\$0.00	0	LIN FT	\$0.00
184	2574.507	COMMON TOPSOIL BORROW	\$61.50	329	CU YD	\$20,233.50	150	CU YD	\$9,225.00	0	CU YD	\$0.00
185	2575.504	SODDING TYPE LAWN	\$13.00	1969	SQ YD	\$25,597.00	1476.1	SQ YD	\$19,189.30	0	SQ YD	\$0.00
186	2582.503	4" SOLID LINE MULTI COMP (WR)	\$1.05	350	LIN FT	\$367.50	412	LIN FT	\$432.60	0	LIN FT	\$0.00
187	2582.503	24" SOLID LINE MULTI COMP (WR)	\$12.60	30	LIN FT	\$378.00	19	LIN FT	\$239.40	0	LIN FT	\$0.00
188	2582.503	4" DBLE SOLID LINE MULTI COMP (WR)	\$2.10	230	LIN FT	\$483.00	219	LIN FT	\$459.90	0	LIN FT	\$0.00
189	2582.503	4" BROKEN LINE MULTI COMP (WR)	\$2.10	30	LIN FT	\$63.00	20	LIN FT	\$42.00	0	LIN FT	\$0.00
190	2582.518	PAVEMENT MESSAGE MULTI COMP (WR)	\$15.75	15	SQ FT	\$236.25	30	SQ FT	\$472.50	0	SQ FT	\$0.00
191	2582.518	CROSSWALK MULTI COMP (WR)	\$6.30	450	SQ FT	\$2,835.00	306	SQ FT	\$1,927.80	0	SQ FT	\$0.00
TOTAL AMOUNT:				\$3,948,026.85		\$3,845,982.55		\$2,600.15		\$3,848,582.70		



CITY COUNCIL AGENDA REPORT

DATE: November 3, 2025
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 8.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accept Letter of Resignation

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Accept Letter of Resignation

OVERVIEW

Attached you will find a letter from Community Service Officer Alyssa Schindeldecker giving notice of her intent to resign from her part-time position with the South St. Paul Police Department upon completion of her shift on October 31st, 2025.

Members of the Department wish Community Service Officer Schindeldecker the best as she moves into the next chapter of her life and thank her for her dedicated service to the City of South St. Paul. A copy of her letter of resignation is attached.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. SSP Resignation Letter

Alyssa Schindeldecker
South Saint Paul, MN 55075

October 17, 2025

South Saint Paul Police Department
125 3rd Ave N #3
South Saint Paul, MN 55075

Dear Chief Brian Wicke

This letter represents my official notice of resignation from my position as a Community Service Officer with the South Saint Paul Police Department be made final on 31st day of October, 2025.

It has been a great pleasure to be alongside the individuals at South Saint Paul Police Department, and I will forever appreciate the experience and knowledge I gained during my time here.

I hope the notice period is enough for you to find a replacement. Furthermore, please let me know of any help I can provide to train or assist the person who will take over my position. I will return the badge and all other accessories issued to me by the Department as directed.

It has been a privilege to work with you.

Sincerely,



Alyssa Schindeldecker
Community Service Officer



CITY COUNCIL AGENDA REPORT

DATE: November 3, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Plans and Specifications and Call for Bids for the 2026 Fuel System Replacement Project at the South St. Paul Airport

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2025-123 Approving the Plans and Specifications for the 2026 Fuel System Replacement Project at the South St. Paul Airport and Ordering Advertisement for Bids.

OVERVIEW

The fuel system at the South St. Paul Airport consists of three tanks as well as above-ground dispensing equipment. This system was installed in the late 1990's and is nearing the end of its useful life. This project will ultimately consist of the removal of the existing underground storage tanks (UST) and dispensing equipment. Modern double-walled UST's will be installed, as well as new above-ground dispensing and point of sale equipment. Due to the nature of this project, several funding rates will be utilized to minimize the City's share of the project.

Construction will take place in the Summer of 2026.

SOURCE OF FUNDS

Airport Capital Fund

ATTACHMENTS

1. 2026 Fuel System Replacement Call for Bids Resolution 11-3-25
2. 00 11 13 Advertisement for Bids_ONLINE BIDDING
3. _90P Draft Plans - 2026 SGS Fuel System
4. _90P Draft Project Manual SSTPA 187258

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-123

**RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS
FOR THE 2026 FUEL SYSTEM REPLACEMENT PROJECT
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, Short Elliott Hendrickson, Inc has prepared plans and specifications for the following improvements:

AIP No. 3-27-0093-029-2026
2026 FUEL SYSTEM REPLACEMENT

For the furnishing of all labor and materials for the construction of the 2026 Fuel System Replacement and has presented such plans and specifications to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, as follows:

1. Such plans and specifications, a copy of which is attached hereto and made a part thereof by reference are hereby approved.
2. Short Elliott Hendrickson shall prepare and cause to be posted on Quest CDN, an advertisement for bids for the making of such improvements under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that online bids will be received by the Airport Manager until 2:00 P.M. on December 9, 2025, at which time the bids will be publicly opened via Microsoft Teams by the Airport Manager and SEH representatives, will then be tabulated. Bids will be considered by the Council at a regular City Council meeting in the Council Chambers at City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless filed with the via Quest CDN and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City Clerk for 5% of the amount of such bid.

Adopted this 3rd day of November, 2025.

City Clerk

ADVERTISEMENT FOR BIDS

**2026 Fuel System Replacement
South Saint Paul Municipal Airport
South Saint Paul, Minnesota
SEH No. SSTPA 187258**

Notice is hereby given that Online Bids will be received by the City of South Saint Paul until 2:00 p.m., Tuesday, December 9, 2025, via [QuestCDN](#) for the furnishing of all labor and material for the construction of 2026 Fuel System Replacement.

The bid opening will be conducted via Microsoft Teams, at which time they will be publicly opened and read aloud:

2026 FUEL SYSTEM REPLACEMENT Bid Opening
DECEMBER 9, 2025, AT 2:00 P.M. (CDT)

Please join my meeting from your computer, tablet or smartphone: <https://bit.ly/42pW6GU>

Or call in (audio only)
+1 872-242-7640,,407860383# United States, Chicago
Phone conference ID: 407 860 383#

Any person monitoring the meeting remotely may be responsible for any documented costs. Message and data rates may apply.

Major components of the Work include: Removal of existing UST fuel tanks, installation of new UST fuel tanks, fueling cabinets, piping, components, site work, concrete pavement, electrical work, and restoration.

The Bidding Documents may be viewed for no cost at <http://www.sehinc.com> by selecting the Project Bid Information link at the bottom of the page and the View Plans option from the menu at the top of the selected project page.

Digital image copies of the Bidding Documents are available at <http://www.sehinc.com> for a fee of \$30. These documents may be downloaded by selecting this project from the "Project Bid Information" link and by entering eBidDoc™ Number 9910703 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com.

For this project, bids will **ONLY** be received electronically. Contractors submitting an electronic bid **will** be charged an additional \$42 at the time of bid submission via the online electronic bid service [QuestCDN.com](#). To access the electronic Bid Worksheet, download the project document and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bids shall be completed according to the Bidding Documents prepared by SEH dated November 11, 2025.

Bid security in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

A Contractor responding to these Bidding Documents must submit to the City/Owner a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3.

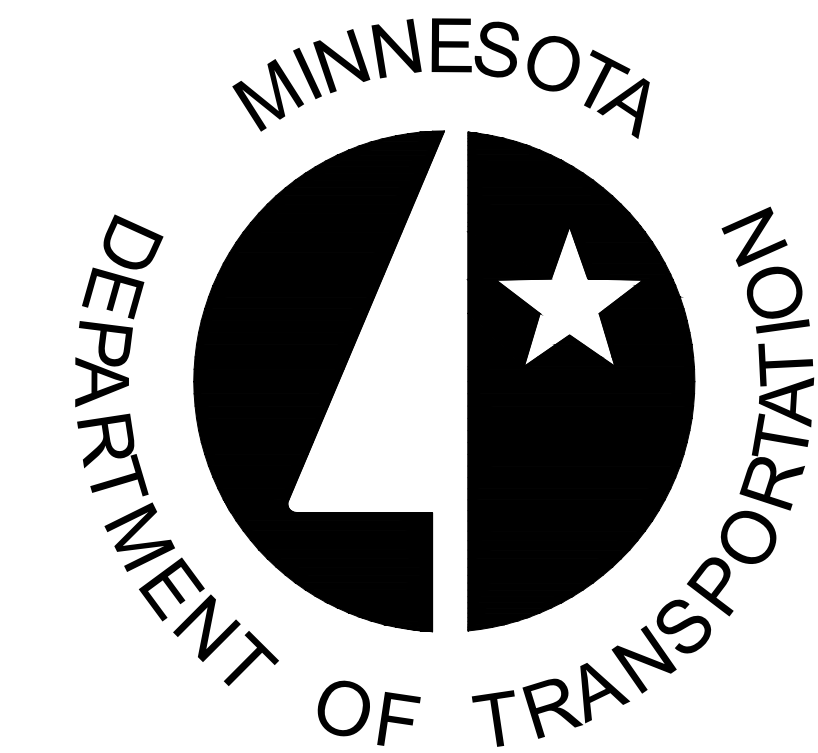
This Work shall be subject to minimum wages and labor standards in accordance with City of South St. Paul, US Department of Labor, and the Minnesota Department of Labor and Industry.

The City of South Saint Paul reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City of South Saint Paul.

Andrew Wall
Airport Manager
South Saint Paul, Minnesota

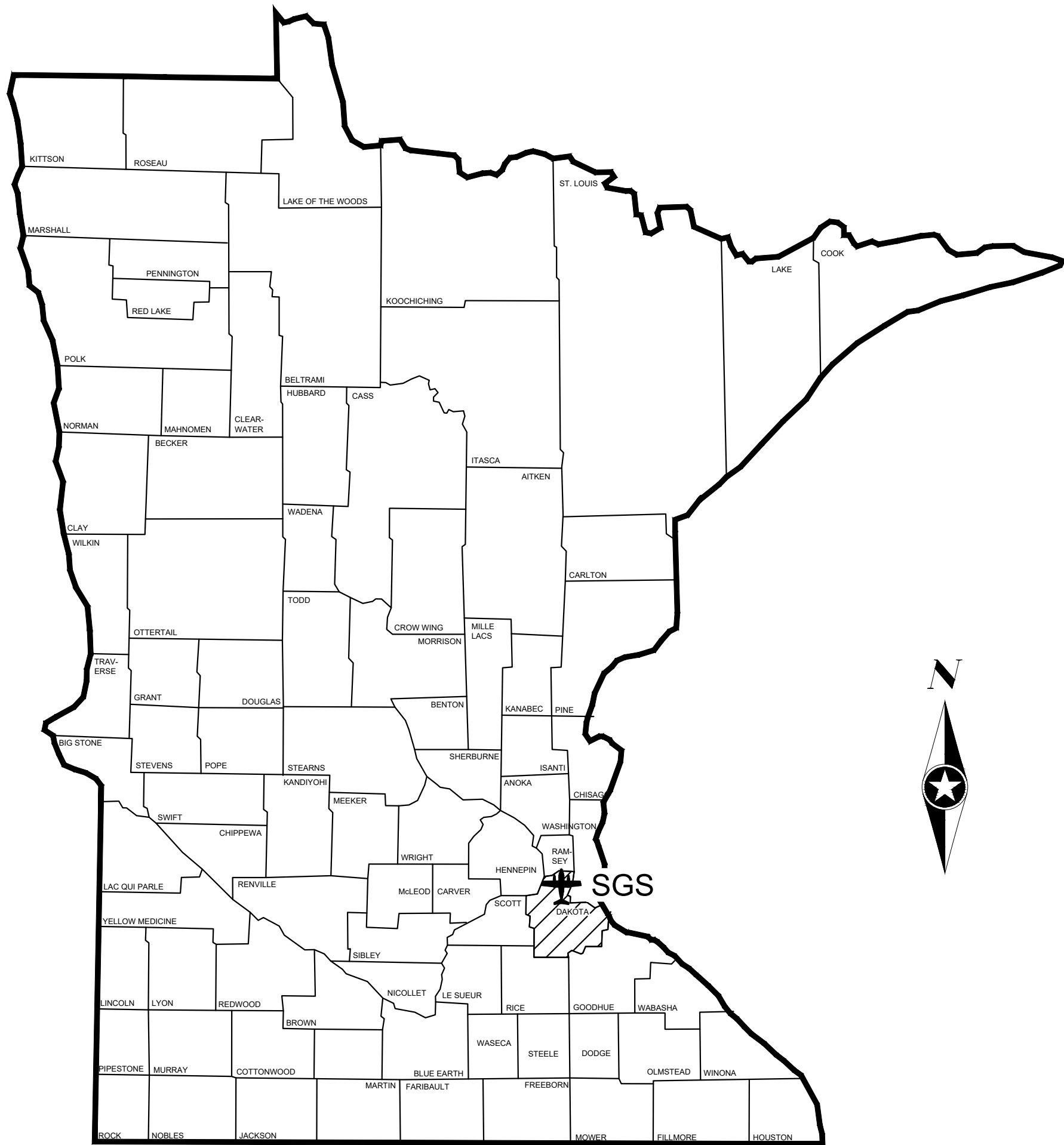
Publish:
Finance and Commerce –
QuestCDN

CONSTRUCTION DRAWINGS
FOR
2026 FUEL SYSTEM REPLACEMENT
AT THE
SOUTH ST PAUL MUNICIPAL AIRPORT (SGS)
SOUTH ST PAUL, MN



OFFICE OF AERONAUTICS
395 JOHN IRELAND BLVD
PAUL, MINNESOTA - U.S.A. 55107

A.I.P. NO. 3-27-0093-029-2026
S.P. NO. xxx



STATE MAP
NO SCALE



PROJECT LOCATION MAP
NO SCALE

GOPHER STATE ONE CALL

(800) 252-1166 (651) 454-0002

NOTE:
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS
LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED
ACCORDING TO THE GUIDELINES OF C/ASCE 38-02 ENTITLED
"STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION
OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL CALL THE GOPHER STATE ONE CALL
SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.



Know what's below.
Call before you dig.

FAA AC 150/5370-10H SHALL GOVERN, WHERE APPLICABLE, FOLLOWED
BY THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF
TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION",
EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.

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SEH Project	SSTPA_187258	Rev.#	Plan Revision Issue Description	Date	Rev.#	Sheet Revision Issue Description	Date	CT	2026 FUEL SYSTEM REPLACEMENT	TITLE SHEET	G000
Drawn By	SJL								SOUTH ST PAUL, MN		1 of 33
Designed By	--										
Checked By	--										

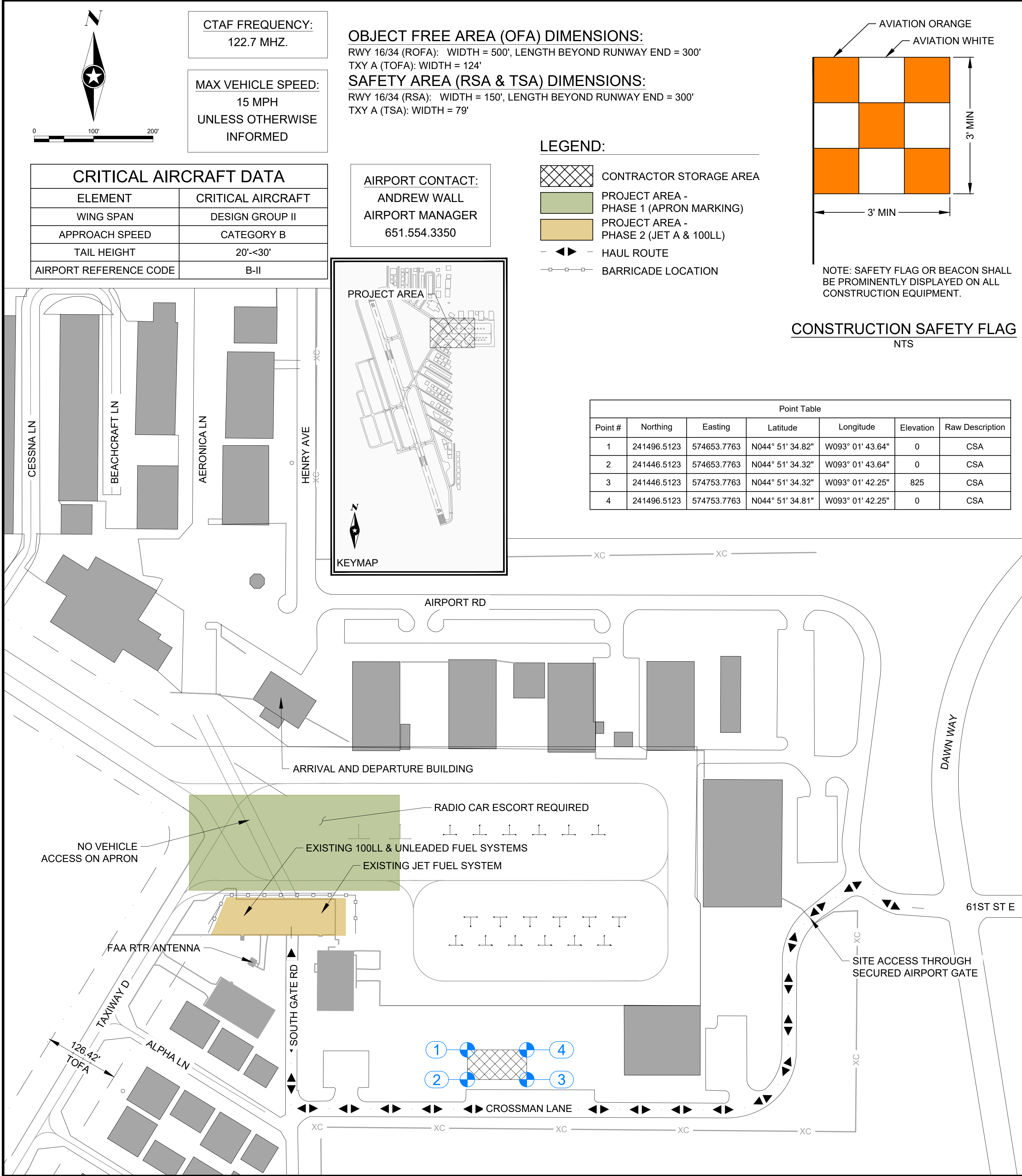


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CONSTRUCTION SAFETY NOTES:

GENERAL SAFETY NOTES

- ALL CONSTRUCTION SHALL MEET THE MOST CURRENT REQUIREMENTS OF FAA ADVISORY CIRCULARS WHICH ARE AVAILABLE ONLINE AT WWW.FAA.GOV, OR UPON REQUEST TO THE ENGINEER. APPLICABLE ADVISORY CIRCULARS MAY INCLUDE, BUT ARE NOT LIMITED TO, 150/5340-1, 5370-2, 5210-5, AND 70/7460-1.
- THE CONTRACTOR SHALL SUBMIT A DETAILED SCHEDULE OF CONSTRUCTION OPERATIONS AT LEAST 5 DAYS PRIOR TO THE PRECONSTRUCTION CONFERENCE. THE PHASING PLAN AND SCHEDULE MUST BE APPROVED BY THE ENGINEER AND THE OWNER PRIOR TO THE BEGINNING OF CONSTRUCTION OPERATIONS.
- ALL CONSTRUCTION PERSONNEL WILL BE REQUIRED TO COMPLETE AIRFIELD SAFETY TRAINING PRIOR TO COMMENCING WORK ON THE AIRFIELD.
- THE CONTRACTOR WILL ADVISE THE ENGINEER AND THE AIRPORT MANAGER 72 HOURS IN ADVANCE OF ANY PROPOSED CONSTRUCTION ACTIVITIES ON THE PROJECT.
- THE AIR OPERATIONS AREA (AOA) CONSISTS OF ALL AREAS OF THE AIRPORT LOCATED WITHIN THE PERIMETER SECURITY FENCE AND INCLUDES RUNWAYS, TAXIWAYS, AIRCRAFT PARKING APRONS, AND OTHER AREAS WHERE AIRCRAFT MAY MOVE UNDER THEIR OWN POWER, AS WELL AS RUNWAY PROTECTION ZONES.
- NO WORK SHALL BE ALLOWED WITHIN THE AOA UNTIL THE REQUIRED AIRFIELD CLOSURES HAVE BEEN MADE AND THE REQUIRED CLOSURE MARKERS AND BARRICADES ARE IN PLACE. ALL NECESSARY NOTICE TO AIRMEN (NOTAMS) WILL BE ISSUED BY THE AIRPORT MANAGER, WHICH SPECIFICALLY DETAIL THE CURRENT STATUS OF THE AIRPORT DURING CONSTRUCTION.
- WORK MAY BE STOPPED AT ANY TIME BY THE AIRPORT MANAGER OR ENGINEER IF IT IS DETERMINED THAT PROPER SAFETY PRECAUTIONS ARE NOT BEING TAKEN.
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH INFORMATION ON THIS SAFETY & PHASING PLAN AND THE SAFETY PLAN COMPLIANCE DOCUMENT CONTAINED IN THE SPECIFICATIONS.

EQUIPMENT SAFETY REQUIREMENTS

- THE MAXIMUM HEIGHT OF CONSTRUCTION EQUIPMENT TO BE USED ON THE AIRPORT SHALL BE 20 FEET. IF USE OF EQUIPMENT OF GREATER THAN 20 FEET IS NEEDED, THE CONTRACTOR SHALL FILE FAA FORM 7460-1 WITH THE APPROPRIATE FAA OFFICE. FORMS ARE AVAILABLE UPON REQUEST TO THE ENGINEER.
- ALL AIRPORT AND CONSTRUCTION EQUIPMENT ON THE AIRPORT SHALL BE MARKED, LIGHTED, AND FLAGGED ACCORDING TO FAA ADVISORY CIRCULARS.
- THE CONTRACTORS PARKED EQUIPMENT OR VEHICLES (INCLUDING PERSONAL VEHICLES) SHALL BE STORED IN THE STORAGE AREA LOCATION ON THIS SHEET. LARGE EQUIPMENT THAT IS BEING USED EACH WORKING DAY THAT CANNOT BE EASILY MOVED OUT OF THE AOA MAY BE LEFT OVERNIGHT WITHIN THE AOA AT A LOCATION DESIGNATED BY THE ENGINEER.

AIRPORT SECURITY & GATE ACCESS

- CONTRACTOR TO COORDINATE GATE ACCESS WITH THE AIRPORT. GATE SHALL REMAIN CLOSED AT ALL TIMES WHEN LEFT UNATTENDED OUTSIDE OF WORKING HOURS.
- BARRICADES
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN LIGHTED LOW PROFILE BARRICADES THROUGHOUT THE DURATION OF THE PROJECT. PROVIDING AND PLACING BARRICADES, MAINTENANCE, BATTERY REPLACEMENT, AND MOVEMENT ARE ALL INCIDENTAL TO MOBILIZATION.
- ALL BARRICADES SHALL BE CONSTRUCTED AS SHOWN IN THE PROJECT DETAILS AND SHALL BE PLACED A MAXIMUM OF 20' APART ACROSS THE FULL WIDTH OF CLOSED PAVEMENTS. BARRICADES SHALL BE LOCATED AT RUNWAY SAFETY AREAS, TAXIWAY OBJECT FREE AREAS, OR AS DIRECTED.
- THE CONTRACTOR SHALL KEEP A **MINIMUM OF 30 BARRICADES** ON-SITE. ADDITIONAL BARRICADES MAY BE REQUESTED BY ENGINEER AT NO ADDITIONAL COST.

CONSTRUCTION HAUL ROUTES

- THE CONTRACTOR SHALL ESTABLISH A HAUL ROUTE IN THE GENERAL AREA INDICATED ON THE PLAN. THE EXACT LOCATION OF THE HAUL ROUTE SHALL BE REVIEWED AND APPROVED BY THE ENGINEER. THIS ROUTE SHALL BE USED FOR DELIVERY AND REMOVAL OF ALL CONSTRUCTION EQUIPMENT AND MATERIALS AND ACCESS TO THE SITE FOR ALL PERSONNEL FOR THE DURATION OF THE PROJECT.
- THE CONTRACTOR SHALL KEEP THE ROUTE AND ALL PAVEMENTS CLEAR OF DEBRIS AT ALL TIMES. AT A MINIMUM, THE ROUTE SHALL BE SWEEPED AT THE END OF EACH WORKING DAY. ADDITIONAL SWEEPING MAY BE REQUIRED IMMEDIATELY UPON THE NOTIFICATION BY ENGINEER.

- THE ROUTE AND ALL AIRFIELD PAVEMENTS SHALL BE THOROUGHLY CLEANED PRIOR TO REOPENING TO AIRCRAFT USE.

UTILITIES

- ALL EXISTING UTILITIES INDICATED ON THE DRAWINGS ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING AND MARKING ANY AND ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. CALL DIGGERS HOTLINE AT (800) 242-8511 AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
- IN THE EVENT UTILITIES ARE DAMAGED BY THE CONTRACTOR, THE CONTRACTOR SHALL REPAIR THE DAMAGED UTILITIES TO THE UTILITY OWNER'S REQUIREMENTS AT THE EXPENSE OF THE CONTRACTOR.

PENALTIES

- FAILURE TO COMPLY WITH THE SAFETY AND PHASING PLANS THAT RESULT IN A RUNWAY INCURSION OR VEHICLE DEVIATION ON THE AIRFIELD SHALL HAVE A \$5,000 PENALTY ASSESSED TO THE PRIME CONTRACTOR. A SECOND RUNWAY INCURSION OR VEHICLE DEVIATION ON THE AIRFIELD SHALL BE ASSESSED A PENALTY OF \$10,000. A THIRD RUNWAY INCURSION OR VEHICLE DEVIATION ON THE AIRFIELD SHALL RESULT IN CONTRACT TERMINATION.
- IF THE CONTRACTOR SHOULD FAIL TO COMPLETE THE WORK SPECIFIED BY PHASE OR IN TOTAL, THE CONTRACTOR SHALL BE ASSESSED CHARGES OF \$1,000 PER HOUR FOR EACH ADDITIONAL HOUR THAT REQUIRES THE CLOSURE OF A RUNWAY, OR \$2,000 FOR EACH ADDITIONAL CALENDAR DAY THAT REQUIRES THE CLOSURE OF A PROJECT AREA.

PHASING

PHASE 1 - DEMOLITION OF EXISTING JET A FUEL SYSTEM.

CONSTRUCTION OF NEW JET A FUEL SYSTEM.

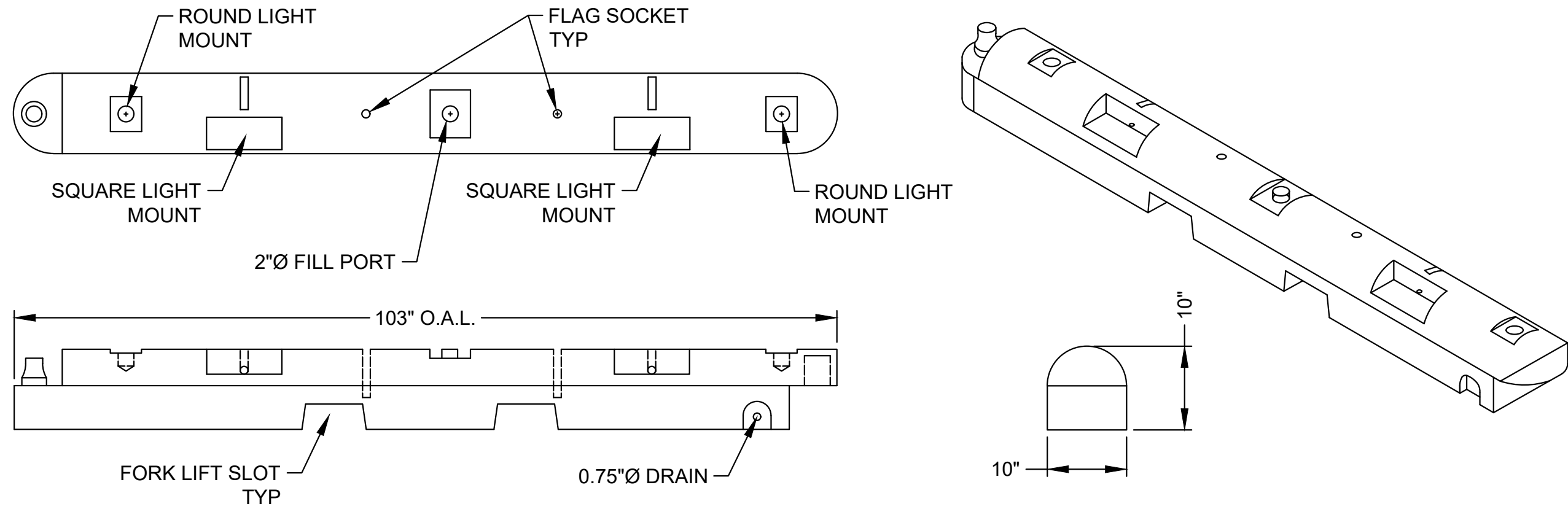
DEMOLITION OF EXISTING 100LL FUEL SYSTEM.

CONSTRUCTION OF NEW 100LL FUEL SYSTEM.

45 WORKING DAYS TO ACHIEVE SUBSTANTIAL COMPLETION.

PHASE 2 - APRON MARKING MODIFICATIONS & TIE DOWN REMOVAL.

3 CALENDAR DAYS, CONCURRENT TO PHASE 1. WORK TO BE COMPLETED UNDER RADIO CAR ESCORT AND LOCAL PAVEMENT CLOSURES, APRON RESTORED FOR AIRCRAFT TRAFFIC NIGHTLY.



NOTES:

- LOW LEVEL LIGHTED BARRICADES SHALL BE PLACED AROUND ALL OPEN EXCAVATIONS, HOLES, TRENCHES, PAVEMENT DROP-OFFS, AND AREAS IDENTIFIED ON THE PHASING PLAN.
- STEEL CONCRETE FORMS OR OTHER MATERIALS MAY BE SUBSTITUTED FOR TIMBER WITH APPROVAL BY ENGINEER.
- PLACE BARRICADES @ 20 FT O.C. UNLESS OTHERWISE NOTED.
- THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN AND ENSURE CONTINUOUS OPERATION OF THE BARRICADES FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL OBTAIN AND RETURN THE LOW LIGHTED BARRICADES FROM THE DAA MAINTENANCE FACILITY. PRIOR TO RETURNING THE BARRICADES TO THE OWNER, THE CONTRACTOR SHALL INSPECT/REPAIR TO ENSURE ALL BARRICADES ARE OPERATING PROPERLY.

LOW LEVEL LIGHTED BARRICADES (WATER FILLED)

NTS

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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MN.

KYLE NELSON
DATE XX-XX-XX LICENSE NO. 121212

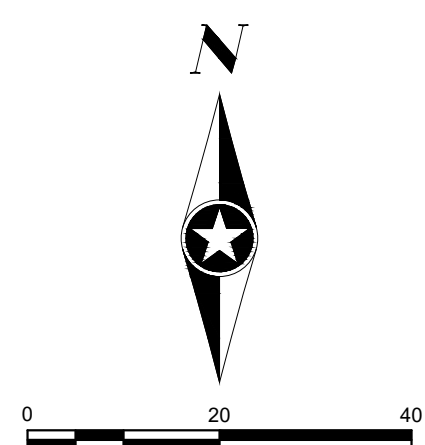
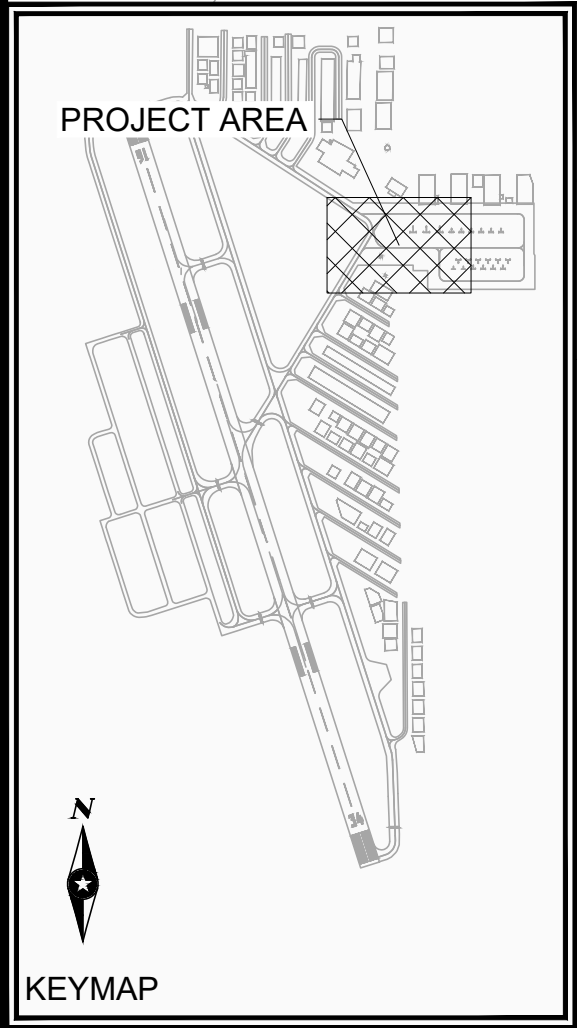
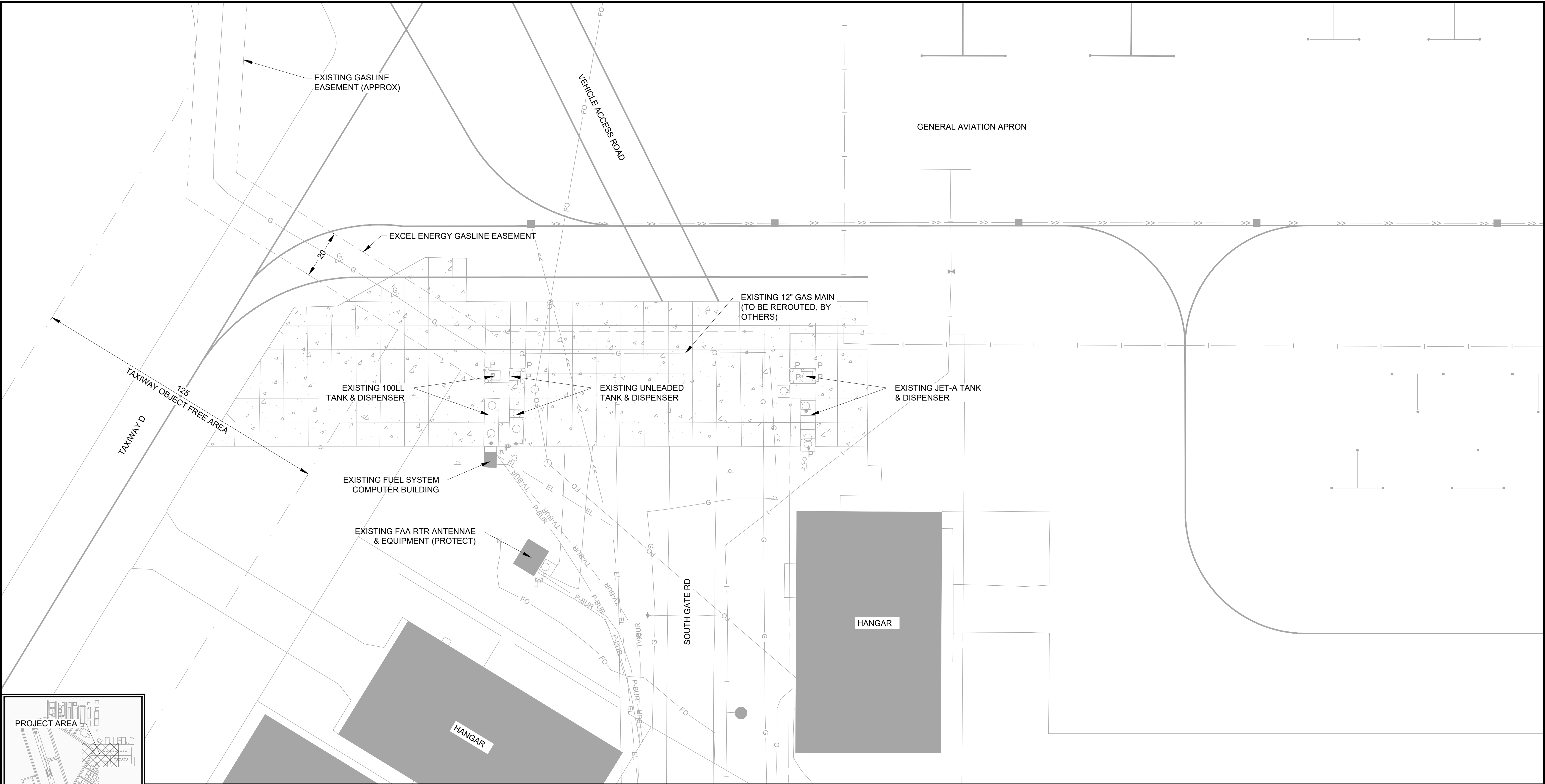
2026 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

CONSTRUCTION SAFETY & PHASING PLAN

G100

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LEGEND:					
	EL		BURIED ELECTRICAL (UNVERIFIED)		FUEL SYSTEM VENT PIPE
	P-BUR		BURIED ELECTRICAL		OVERHEAD LIGHT
	TV-BUR		BURIED TV CABLE		FIRE HYDRANT
	I		WATER MAIN		TELEPHONE PEDESTAL
	>>		STORM SEWER		ELECTRICAL PEDESTAL
	G		GAS LINE		SIGN
	FO		FIBER OPTIC CABLE		EXISTING CONCRETE PAVEMENT

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2026 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

EXISTING CONDITIONS

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GENERAL NOTES:

1. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL UTILITIES PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL MINNESOTA'S ONE-CALL NOTIFICATION CENTER (GSOC) AT 1-800-252-1166, AND COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING GRADING AND UTILITY WORK. THE CONTRACTOR SHALL IMMEDIATELY REPAIR ANY UTILITIES DAMAGED DURING CONSTRUCTION TO THE SATISFACTION OF THE UTILITY OWNER AT NO COST.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND PAY ALL FEES AS REQUIRED BY THE CONSTRUCTION COVERED IN THESE PLANS.
3. ALL WORK SHALL CONFORM TO APPLICABLE LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.
4. CONTRACTOR SHALL SUBMIT A DETAILED SCHEDULE OF CONSTRUCTION OPERATIONS AT LEAST 5 DAYS PRIOR TO THE PRECONSTRUCTION CONFERENCE. THE SCHEDULE MUST BE APPROVED BY THE ENGINEER AND THE OWNER PRIOR TO THE BEGINNING OF CONSTRUCTION OPERATIONS.
5. THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY ERRORS OR INCONSISTENCIES.
6. WORK MAY BE STOPPED AT ANY TIME BY THE OWNER OR ENGINEER IF IT IS DETERMINED THAT SAFETY PRECAUTIONS ARE NOT BEING TAKEN.
7. THE CONTRACTOR'S EQUIPMENT AND MATERIALS SHALL BE STORED IN THE STORAGE AREA LOCATION ON THIS SHEET.
8. ALL ESTIMATES OF QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL QUANTITIES. THE CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS AS SHOWN ON THE PLANS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL EXISTING AREAS, PAVEMENTS, STRUCTURES, OR OTHER FACILITIES DAMAGED DURING CONSTRUCTION ACTIVITIES TO EQUAL OR BETTER CONDITION.
10. THE SITE SHALL REMAIN CLEAN OF LOOSE TRASH AT ALL TIMES. THE CONTRACTOR SHALL MANAGE TRASH AND WASTE AS REQUIRED BY ENGINEER.
11. THE CONTRACTOR SHALL KEEP THE HAUL ROUTE AND ALL PAVEMENTS CLEAR OF DEBRIS AT ALL TIMES. AT A MINIMUM, THE ROUTE SHALL BE SWEEPED AT THE END OF EACH WORKING DAY. ADDITIONAL SWEEPING MAY BE REQUIRED IMMEDIATELY UPON THE NOTIFICATION OF THE ENGINEER OR OWNER. SWEEPING IS INCIDENTAL TO MAINTENANCE AND RESTORATION OF HAUL ROUTE.
12. THE CONTRACTOR SHALL REMOVE ALL DEBRIS RESULTING FROM WORK UNDER THIS CONTRACT TO AN APPROVED DUMP SITE.
13. ANY IMPACTS TO THE GRASS, FENCE, OR GATE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR TO ITS ORIGINAL STATE.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE OWNER OR THE OWNER'S REPRESENTATIVE WITH REDLINED PLANS AND AS-BUILTS SURVEYS, CERTIFIED BY A PROFESSIONAL LAND SURVEYOR IN THE STATE OF MINNESOTA.
15. LOCATION OF ANY AIRPORT OWNED UTILITIES SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND INCIDENTAL TO THE CONTRACT.
16. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING.

GRADING NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE PUBLIC STREETS AND ACCESS ROUTES IN THE VICINITY OF THE JOB SITE CLEAN AND FREE OF ROCKS, SOILS AND DEBRIS.
2. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL PROPERTY CORNERS. ANY PROPERTY CORNERS DISTURBED OR DAMAGED BY GRADING ACTIVITIES SHALL BE RESET BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF MINNESOTA, AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING DOWNSTREAM EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO BEGINNING SOIL DISTURBANCE ACTIVITIES.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING PROCEDURES AND REQUIREMENTS OUTLINED IN STORM WATER POLLUTION PREVENTION PLAN AND THE NPDES GENERAL PERMIT STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY.
5. NUMEROUS EROSION CONTROL FEATURES MAY EXIST ON THE PROJECT SITE. CONTRACTOR SHALL KEEP AS MANY OF THOSE FEATURES IN PLACE AS POSSIBLE, UNTIL THE SITE IS STABILIZED.

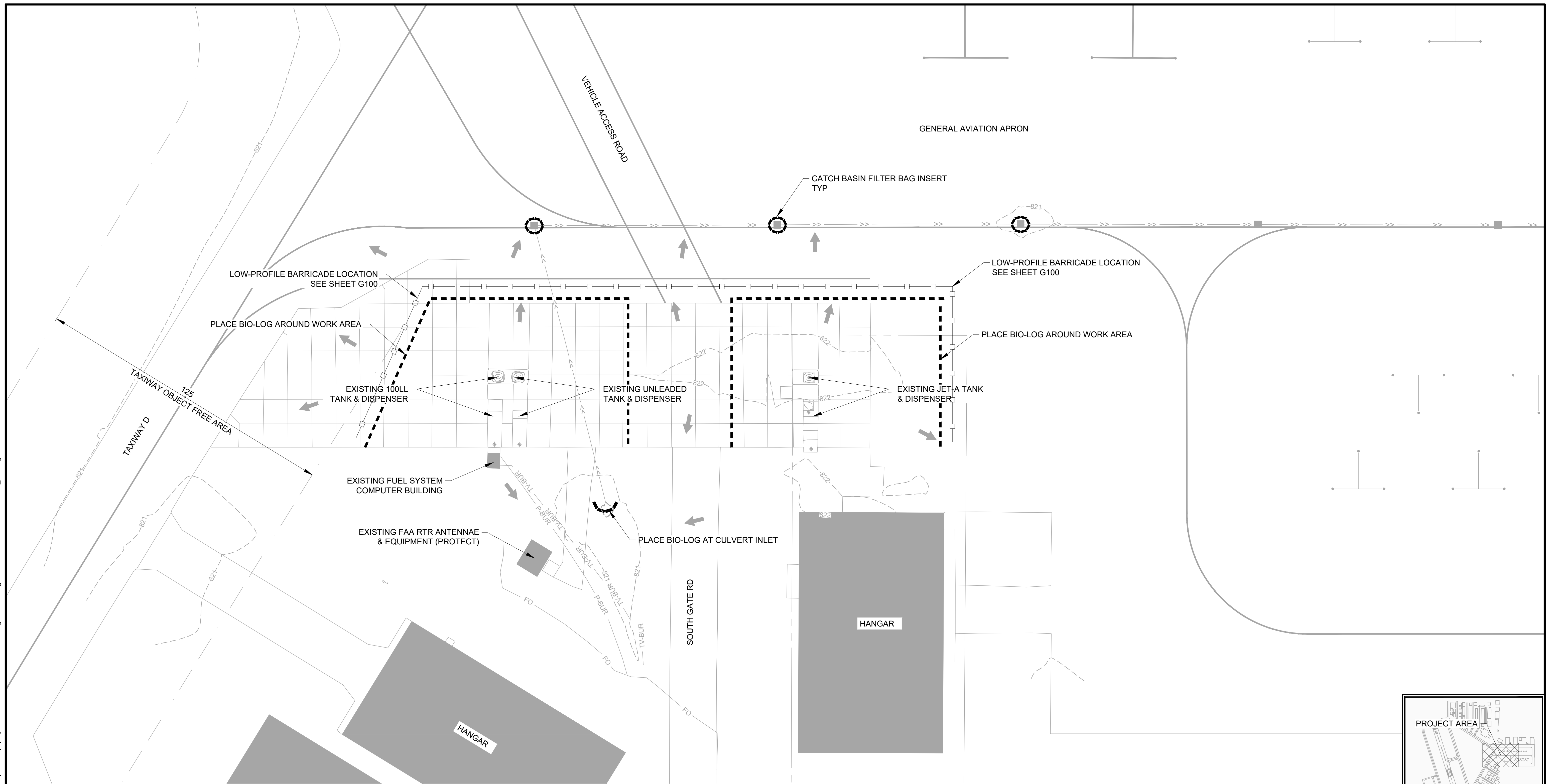
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2026 FUEL SYSTEM REPLACEMENT SOUTH ST PAUL, MN	GENERAL NOTES & STATEMENT OF ESTIMATED QUANTITIES	G300 6 of 33
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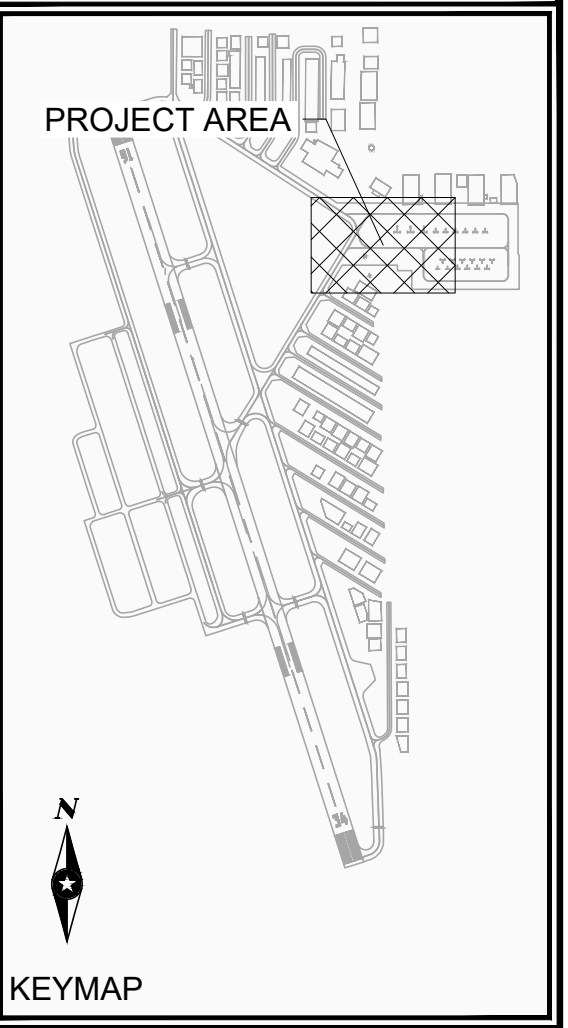
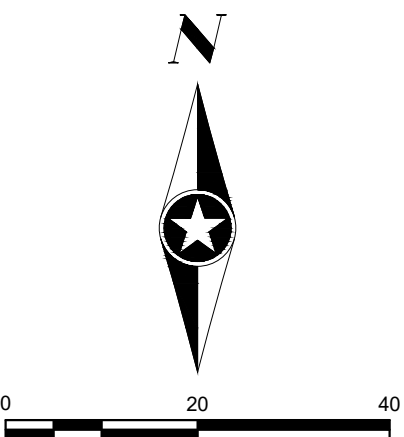


EROSION NOTES

1. CONTRACTOR IS RESPONSIBLE FOR ALL APPLICABLE PERMITS FOR THE PROJECT.
2. EROSION CONTROL DEVICES TO BE INSTALLED AND MAINTAINED SURROUNDING GRADING AND CONSTRUCTION AREAS AS SHOWN ON PLANS AND DIRECTED BY ENGINEER IN FIELD.
3. REESTABLISH TURF IN ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY TO THEIR ORIGINAL CONDITION. COST OF REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. ALL GRASS AREAS ARE TO REMAIN UNDISTURBED DURING CONSTRUCTION ACTIVITIES. IF THESE AREAS ARE IMPACTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE AFFECTED GRASS TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.

LEGEND:

-
- Diagram illustrating the components of the Bio-Log system:
- EXISTING CONTOUR
 - LOW-PROFILE BARRICADE
 - BIO-LOG LOCATION
 - EXISTING DRAINAGE PATTERN
 - CATCH BASIN FILTER BAG INSERT



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2026 FUEL SYSTEM REPLACEMENT

SOUTH ST PAUL, MN

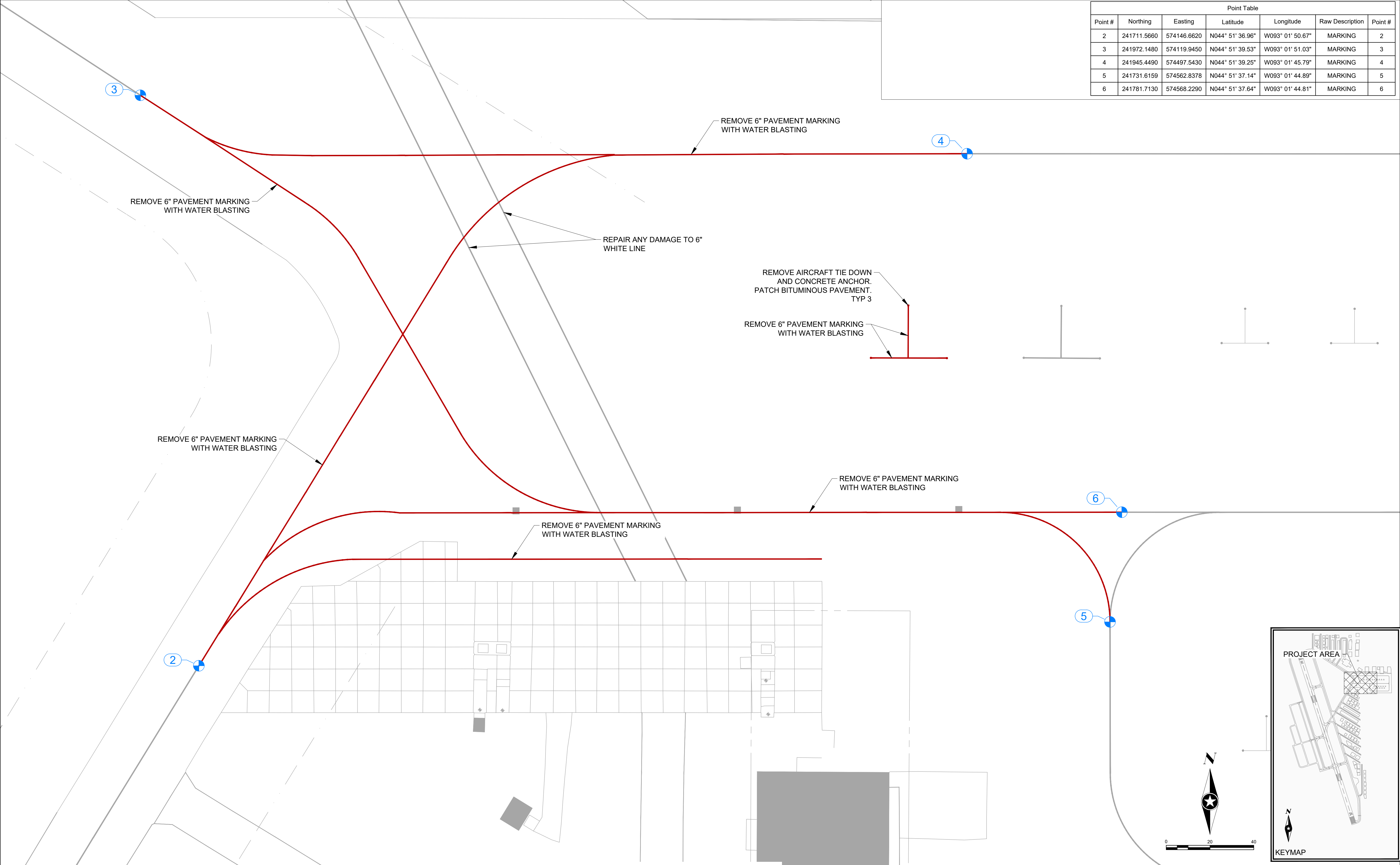
EROSION CONTROL PLAN

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3	241972.1480	574119.9450	N044° 51' 39.53"	W093° 01' 51.03"	MARKING	3
4	241945.4490	574497.5430	N044° 51' 39.25"	W093° 01' 45.79"	MARKING	4
5	241731.6159	574562.8378	N044° 51' 37.14"	W093° 01' 44.89"	MARKING	5
6	241781.7130	574568.2290	N044° 51' 37.64"	W093° 01' 44.81"	MARKING	6



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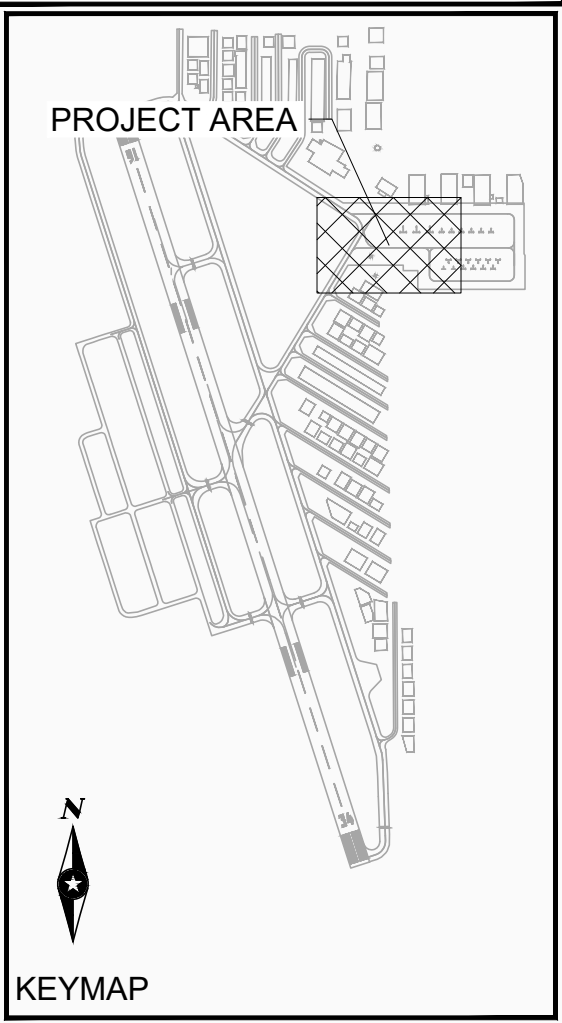
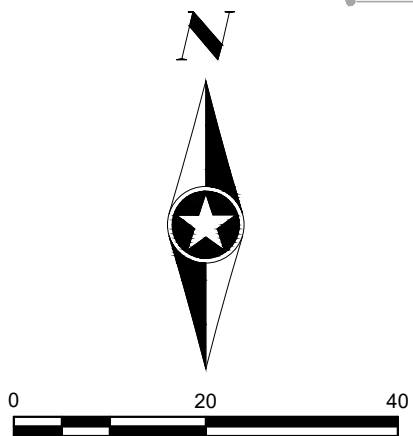


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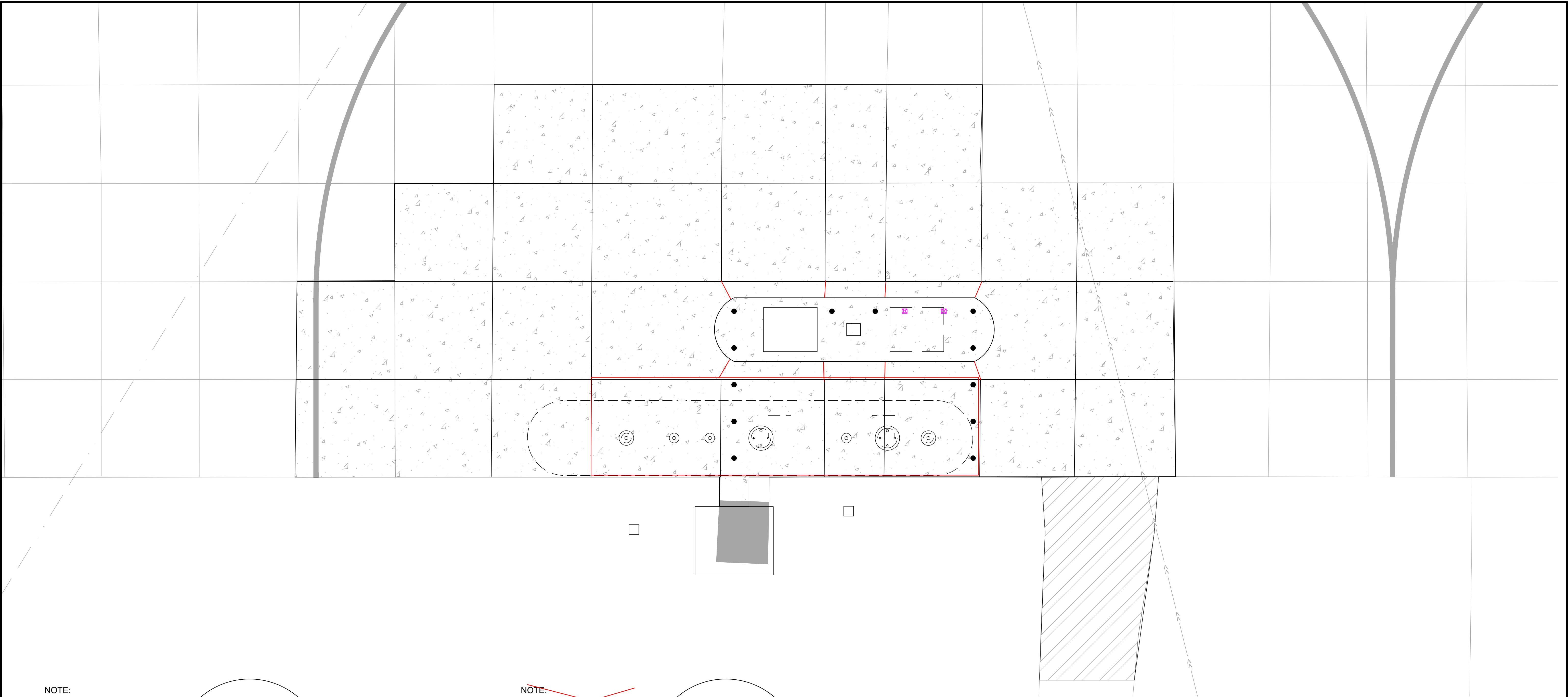
2026 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

DEMOLITION PLAN - PAVEMENT MARKING & TIE-DOWN

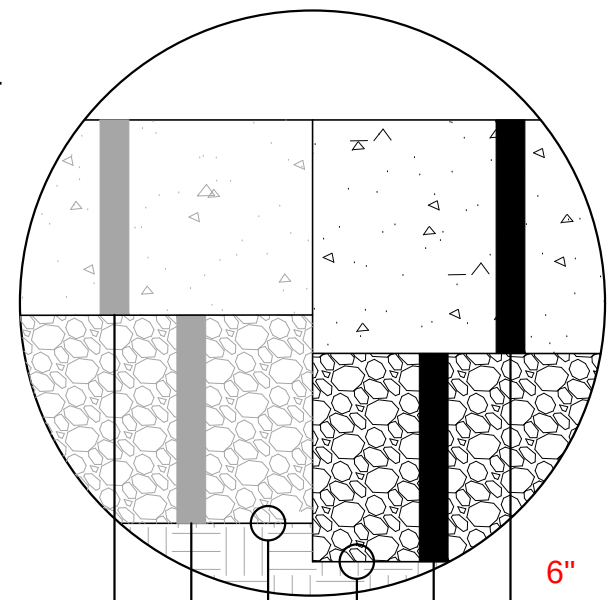
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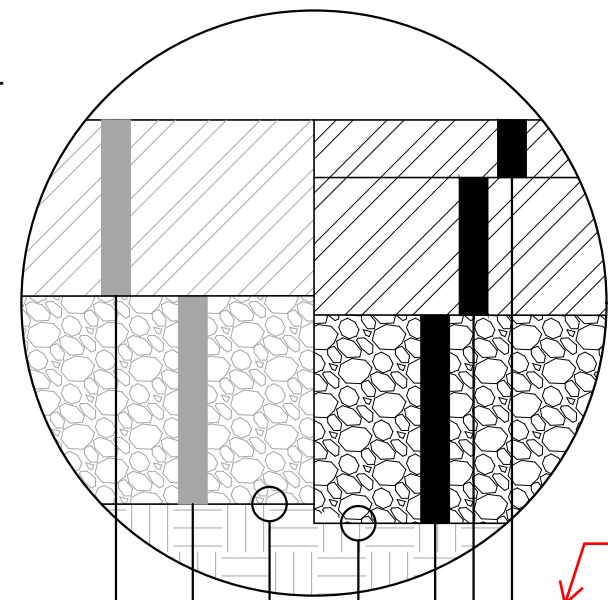
NOTE:
REFER TO GEOTECH REPORT
FOR EXISTING CONDITIONS



EXISTING 6.5" CONCRETE PAVEMENT
EXISTING 10" AGGREGATE
BASE COURSE
EXISTING SUBGRADE
6" CONCRETE PAVEMENT (MNDOT 2301)
8" AGGREGATE BASE COURSE
(CV) (MNDOT CLASS 5) — FAA P-208
SUBGRADE PREPARATION (FAA P-152) AND
GEOTEXTILE FABRIC, (MNDOT TYPE 7)

TYPICAL SECTION
CONCRETE PAVEMENT
NTS

NOTE:
REFER TO GEOTECH REPORT
FOR EXISTING CONDITIONS



EXISTING 5" ASPHALT PAVEMENT
EXISTING 10" AGGREGATE
BASE COURSE
EXISTING SUBGRADE
2" BITUMINOUS SURFACE COURSE
(SPWEB340B)
4" BITUMINOUS BASE COURSE
(SPNWB230B)
8" AGGREGATE BASE COURSE
(CV) (MNDOT CLASS 5) — FAA P-208
SUBGRADE PREPARATION AND
GEOTEXTILE FABRIC, (MNDOT TYPE 7)

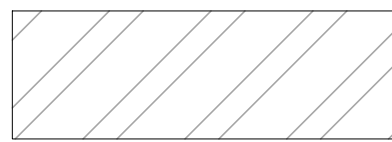
TYPICAL SECTION
ASPHALT PAVEMENT
NTS

ADD HATCH FOR
REINFORCED
CONCRETE
PANELS (SEE DLH
OR RGK PLANS
FOR EXAMPLE)

LEGEND

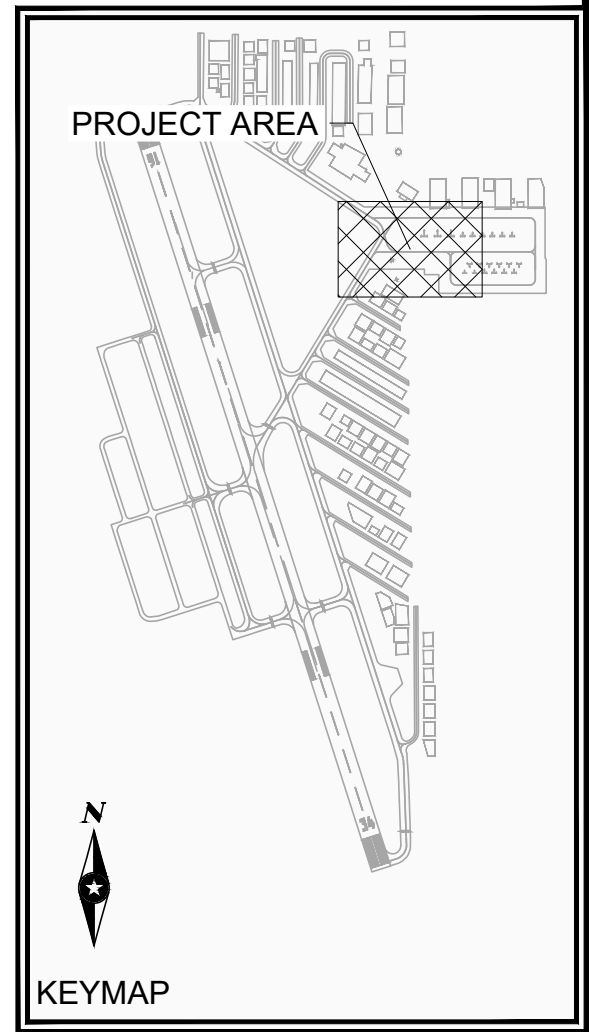
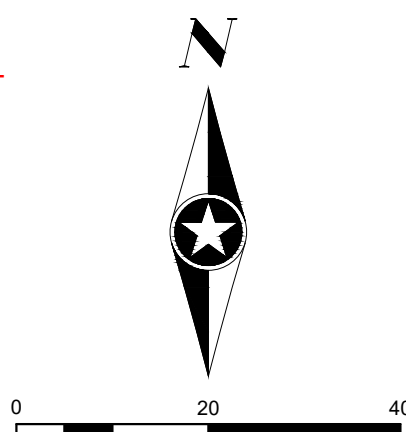


PROPOSED 6" CONCRETE PAVEMENT



PROPOSED 6" CONCRETE PAVEMENT
BITUMINOUS PATCHING

REPLACEMENT



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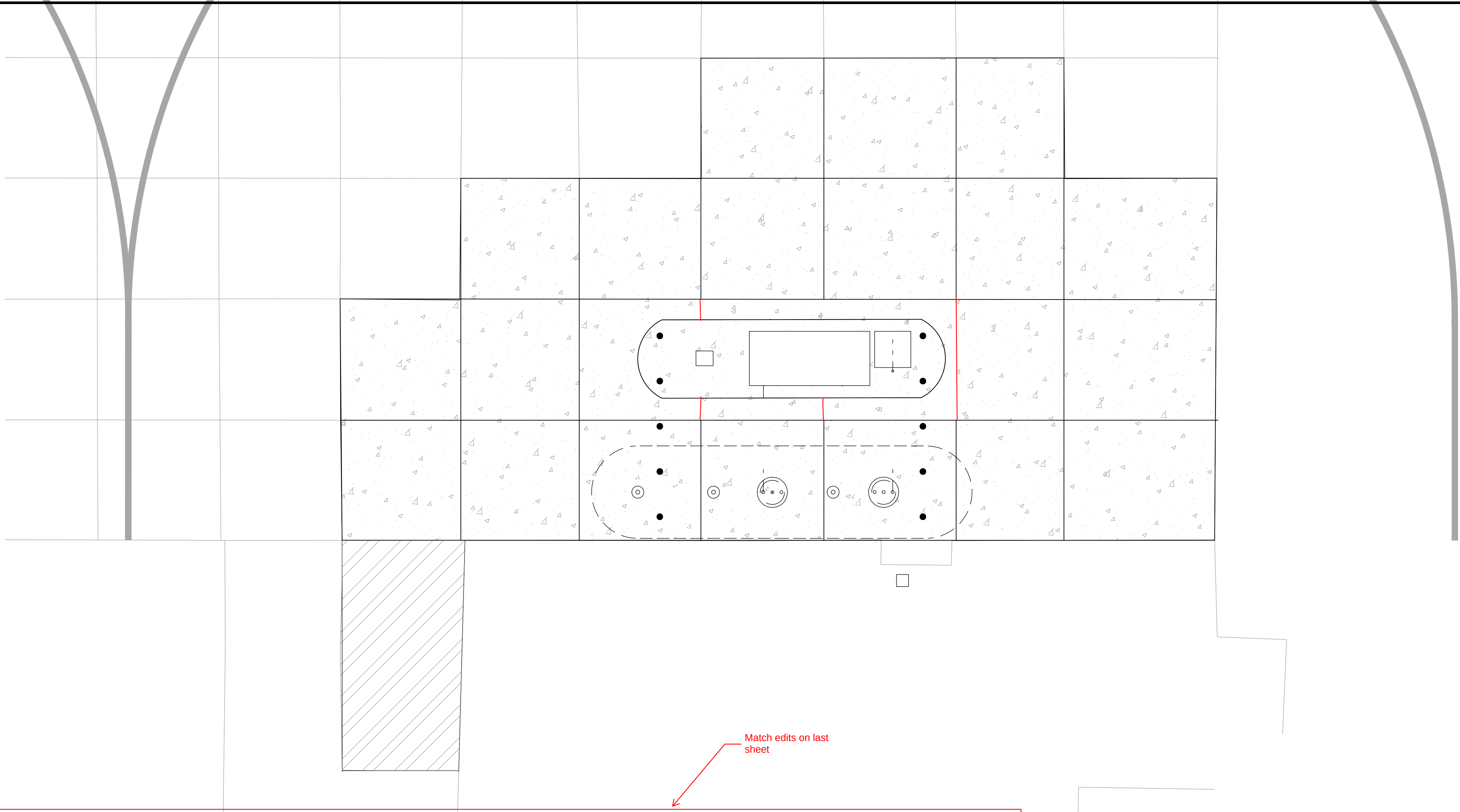
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2026 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

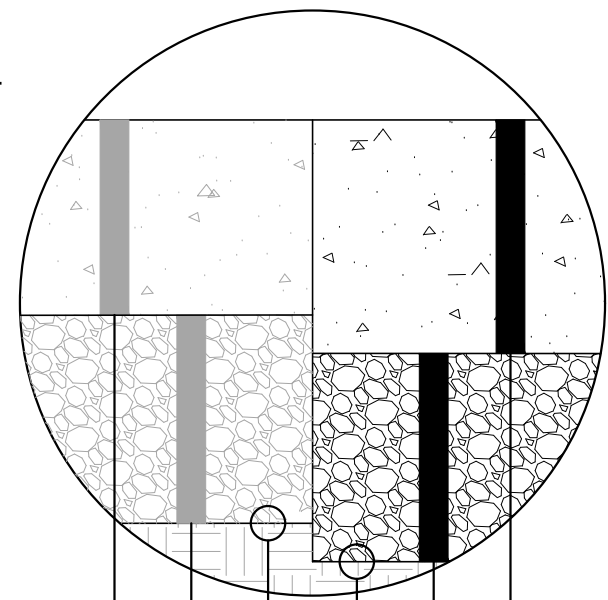
GRADING PLAN - 100LL

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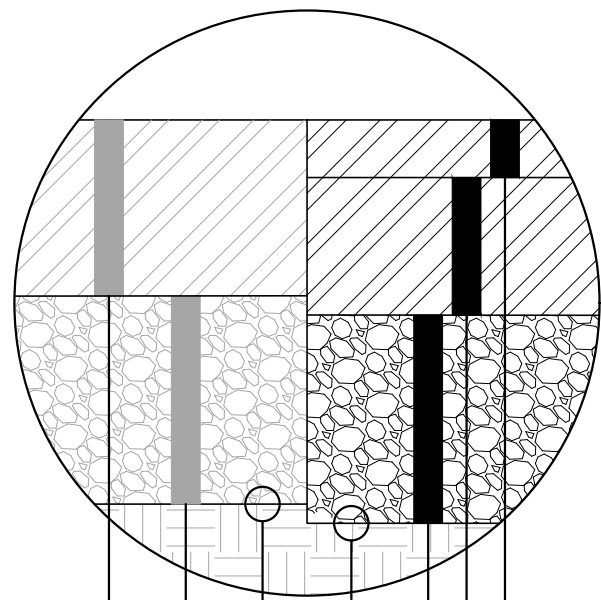
NOTE:
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FOR EXISTING CONDITIONS



EXISTING 6.5" CONCRETE PAVEMENT
EXISTING 10" AGGREGATE
BASE COURSE
EXISTING SUBGRADE
8" CONCRETE PAVEMENT (MNDOT 2301)
10" AGGREGATE BASE COURSE
(CV) (MNDOT CLASS 5)
SUBGRADE PREPARATION (FAA P-152) AND
GEOTEXTILE FABRIC, (MNDOT TYPE 7)

TYPICAL SECTION
CONCRETE PAVEMENT
NTS

NOTE:
REFER TO GEOTECH REPORT
FOR EXISTING CONDITIONS

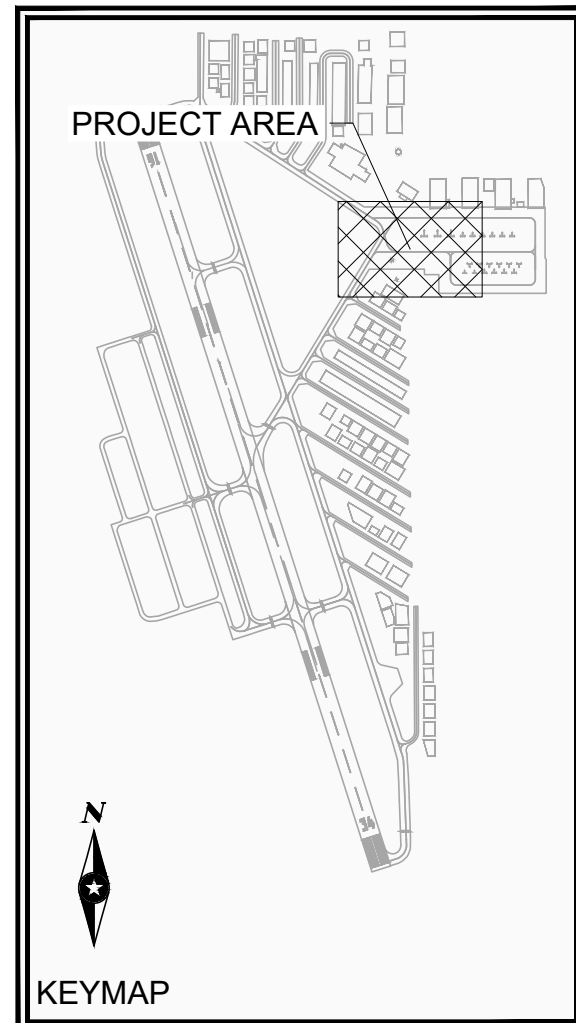
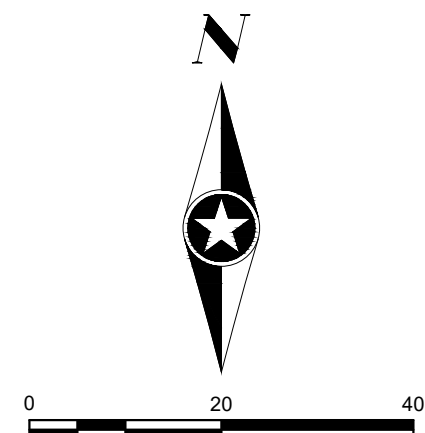


EXISTING 5" ASPHALT PAVEMENT
EXISTING 10" AGGREGATE
BASE COURSE
EXISTING SUBGRADE
2" BITUMINOUS SURFACE COURSE
(SPWEB340B)
4" BITUMINOUS BASE COURSE
(SPNWB230B)
10" AGGREGATE BASE COURSE
(CV) (MNDOT CLASS 5)
SUBGRADE PREPARATION AND
GEOTEXTILE FABRIC, (MNDOT TYPE 7)

TYPICAL SECTION
ASPHALT PAVEMENT
NTS

LEGEND

	PROPOSED 6" CONCRETE PAVEMENT
	PROPOSED 6" CONCRETE PAVEMENT



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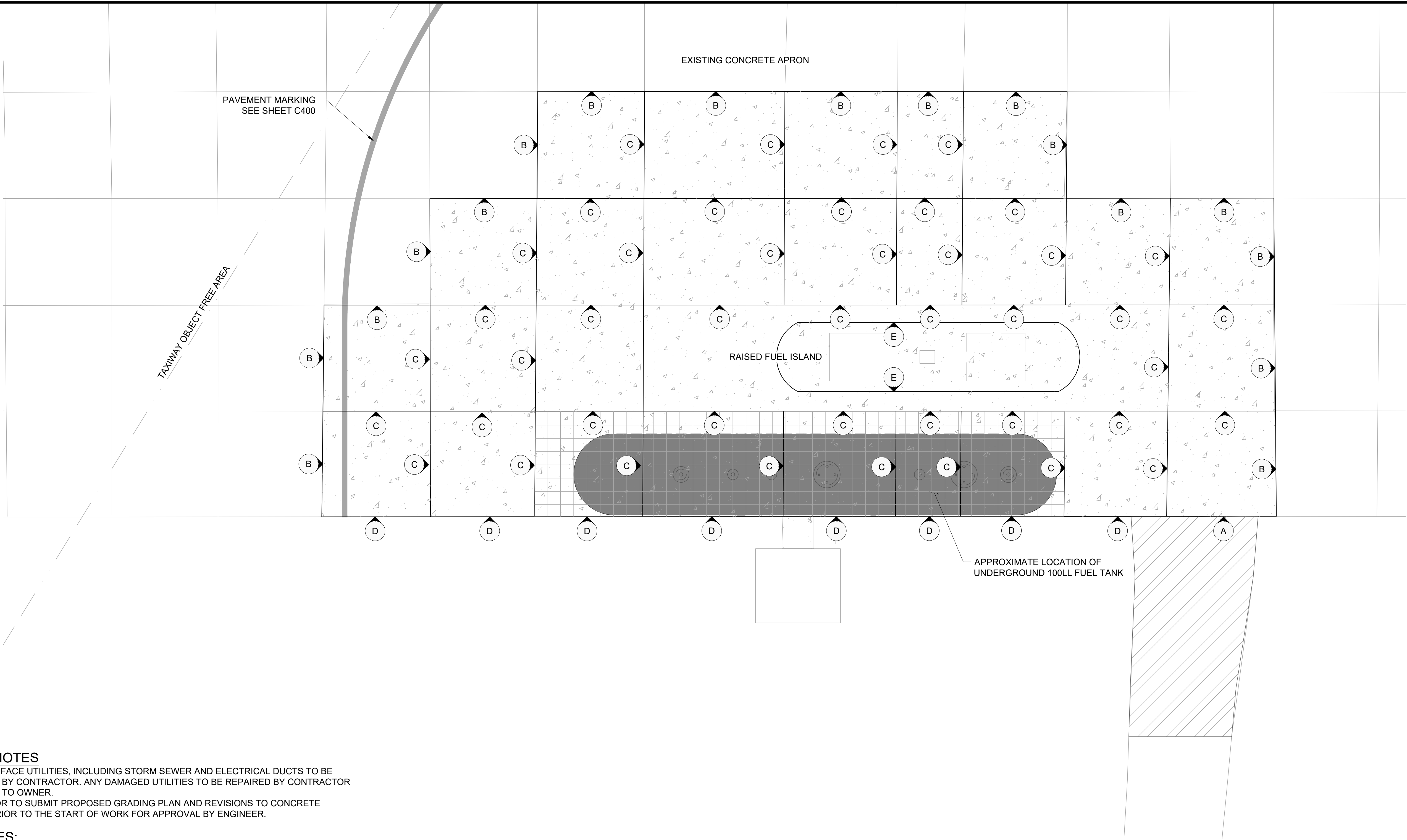
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2026 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

GRADING PLAN - JET A

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GENERAL NOTES

- ALL SUBSURFACE UTILITIES, INCLUDING STORM SEWER AND ELECTRICAL DUCTS TO BE PROTECTED BY CONTRACTOR. ANY DAMAGED UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
- CONTRACTOR TO SUBMIT PROPOSED GRADING PLAN AND REVISIONS TO CONCRETE JOINTING PRIOR TO THE START OF WORK FOR APPROVAL BY ENGINEER.

JOINT NOTES:

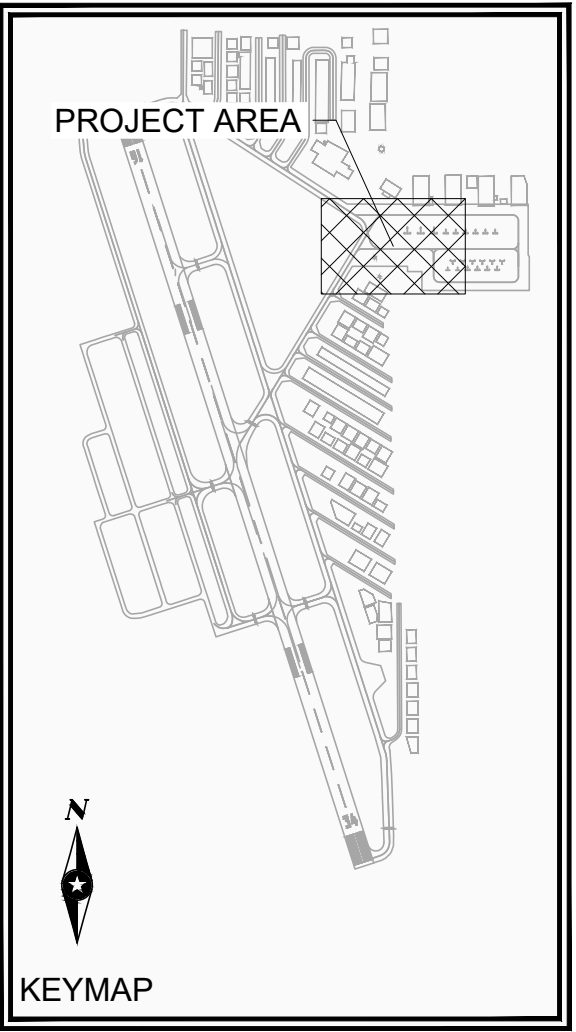
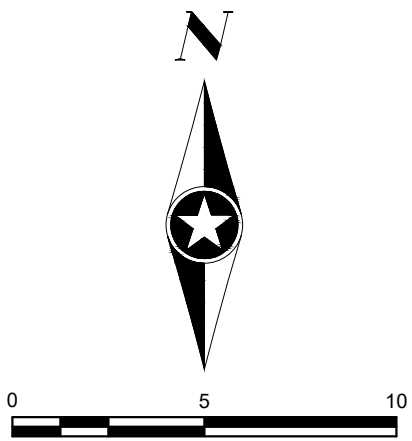
- JOINT FACES SHALL BE CLEANED AND DRIED BY SANDBLASTING AND AIR BLASTING. PRIOR TO SEALING THE JOINT, A CLOSED CELL BACKER ROD CAPABLE OF WITHSTANDING SEALANT TEMPERATURES OF 400°F, WITH A DIAMETER $\frac{1}{8}$ " LARGER THAN THE JOINT OPENING, SHALL BE PLACED $\frac{1}{2}$ " BELOW THE TOP OF THE PAVEMENT.
- FOR COLD CONSTRUCTION JOINTS, JOINT TYPE "B" IS APPLICABLE. DOWEL BARS (NOT BASKET ASSEMBLIES) SHALL BE DRILLED INTO EXISTING PAVEMENT AND SEALED WITH AN EPOXY SEALER. HALF THE LENGTH OF THE DOWEL BAR SHALL REMAIN OUTSIDE THE EXISTING PAVEMENT AND GREASED, AS SPECIFIED.
- POLYMERIC JOINT SEALANT SHALL BE TOOLED INTO JOINT, MAINTAINING A SEALANT BEAD THICKNESS OF $\frac{1}{2}$ ".
- SEE PAVING LAYOUTS IN THE PLANS FOR JOINT CLASS DESIGNATION AND REINFORCEMENT REQUIRED.
- FOR JOINT TYPES "A", TRANSITION FROM THICKENED EDGE TO NOMINAL THICKNESS TO THE NEAREST JOINT BUT NOT LESS THAN 10 FEET.

KEYNOTE:

- 1 FUEL TANK MANWAY ACCESS.
SEE SHEET F107 FOR MORE DETAILS ON PAVING REQUIREMENTS AROUND MANWAYS.

LEGEND

- JOINT TYPE
- PROPOSED 6" CONCRETE PAVEMENT
- PROPOSED 6" CONCRETE PAVEMENT
- PROPOSED 6" CONCRETE PAVEMENT



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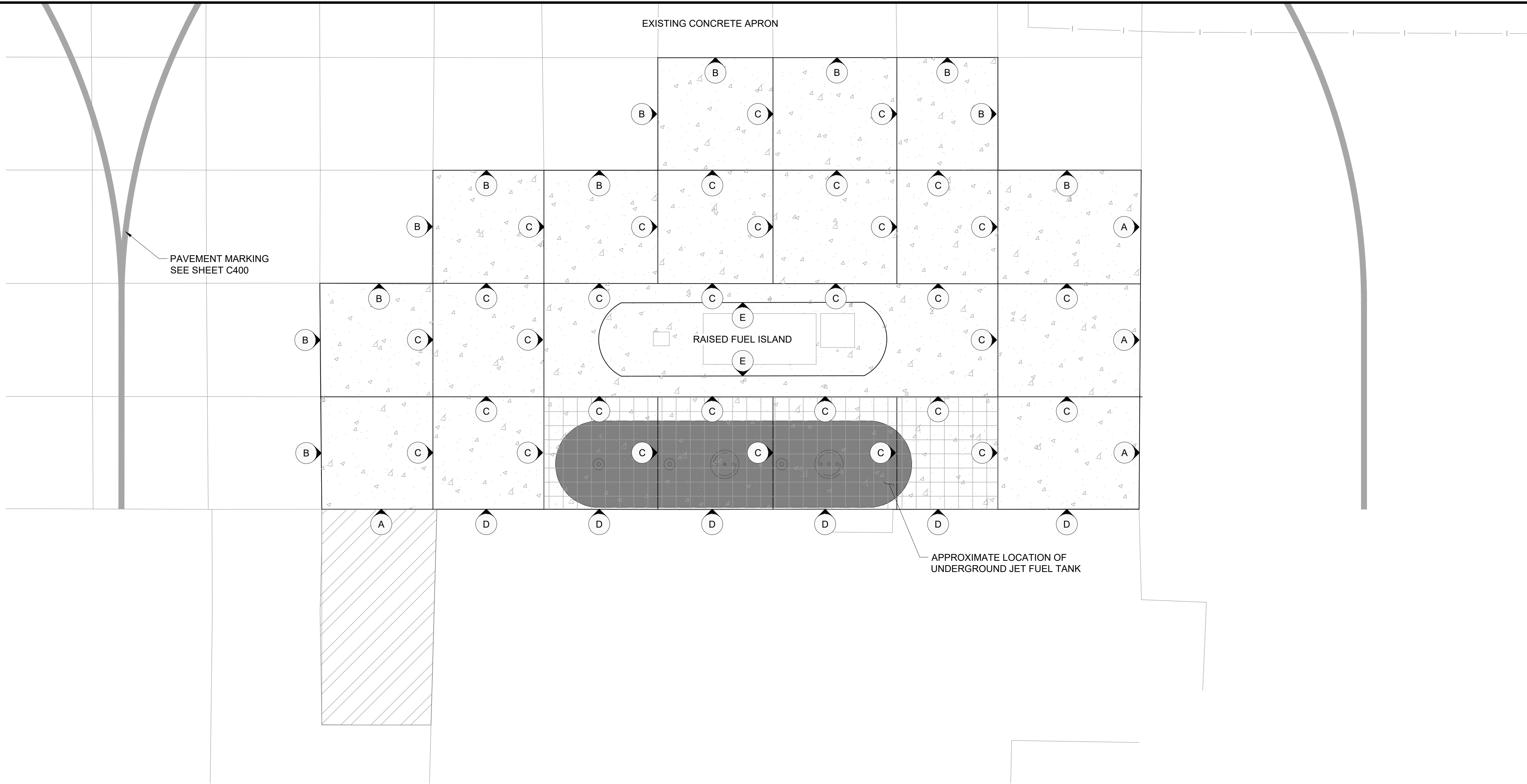
2026 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

PAVEMENT JOINTING PLAN - 100 LL

C300

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GENERAL NOTES

- ALL SUBSURFACE UTILITIES, INCLUDING STORM SEWER AND ELECTRICAL DUCTS TO BE PROTECTED BY CONTRACTOR. ANY DAMAGED UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
- CONTRACTOR TO SUBMIT PROPOSED GRADING PLAN AND REVISIONS TO CONCRETE JOINTING PRIOR TO THE START OF WORK FOR APPROVAL BY ENGINEER.

JOINT NOTES:

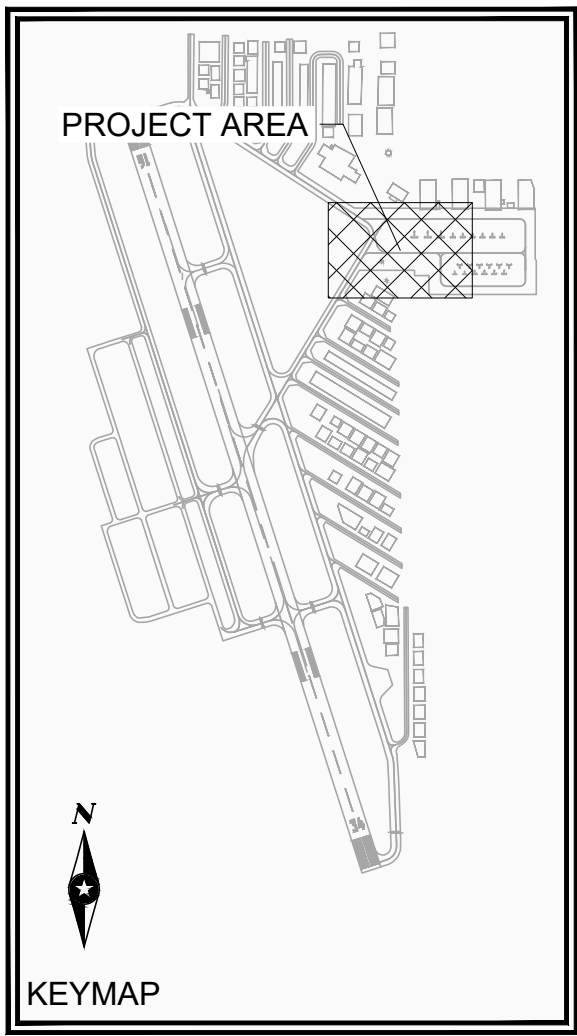
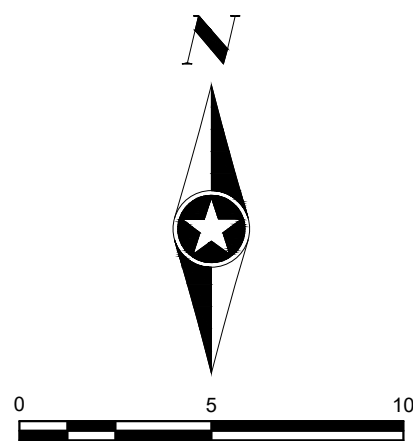
- JOINT FACES SHALL BE CLEANED AND DRIED BY SANDBLASTING AND AIR BLASTING. PRIOR TO SEALING THE JOINT, A CLOSED CELL BACKER ROD CAPABLE OF WITHSTANDING SEALANT TEMPERATURES OF 400°F, WITH A DIAMETER $\frac{1}{8}$ " LARGER THAN THE JOINT OPENING, SHALL BE PLACED $\frac{1}{2}$ " BELOW THE TOP OF THE PAVEMENT.
- FOR COLD CONSTRUCTION JOINTS, JOINT TYPE "B" IS APPLICABLE. DOWEL BARS (NOT BASKET ASSEMBLIES) SHALL BE DRILLED INTO EXISTING PAVEMENT AND SEALED WITH AN EPOXY SEALER. HALF THE LENGTH OF THE DOWEL BAR SHALL REMAIN OUTSIDE THE EXISTING PAVEMENT AND GREASED, AS SPECIFIED.
- POLYMERIC JOINT SEALANT SHALL BE TOOLED INTO JOINT, MAINTAINING A SEALANT BEAD THICKNESS OF $\frac{1}{2}$ ".
- SEE PAVING LAYOUTS IN THE PLANS FOR JOINT CLASS DESIGNATION AND REINFORCEMENT REQUIRED.
- FOR JOINT TYPES "A", TRANSITION FROM THICKENED EDGE TO NOMINAL THICKNESS TO THE NEAREST JOINT BUT NOT LESS THAN 10 FEET.

KEYNOTE:

- 1 FUEL TANK MANWAY ACCESS.
SEE SHEET F107 FOR MORE DETAILS ON PAVING REQUIREMENTS AROUND MANWAYS.

LEGEND

- JOINT TYPE
- PROPOSED 6" CONCRETE PAVEMENT
- PROPOSED 6" CONCRETE PAVEMENT
- PROPOSED 6" CONCRETE PAVEMENT



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2026 FUEL SYSTEM REPLACEMENT

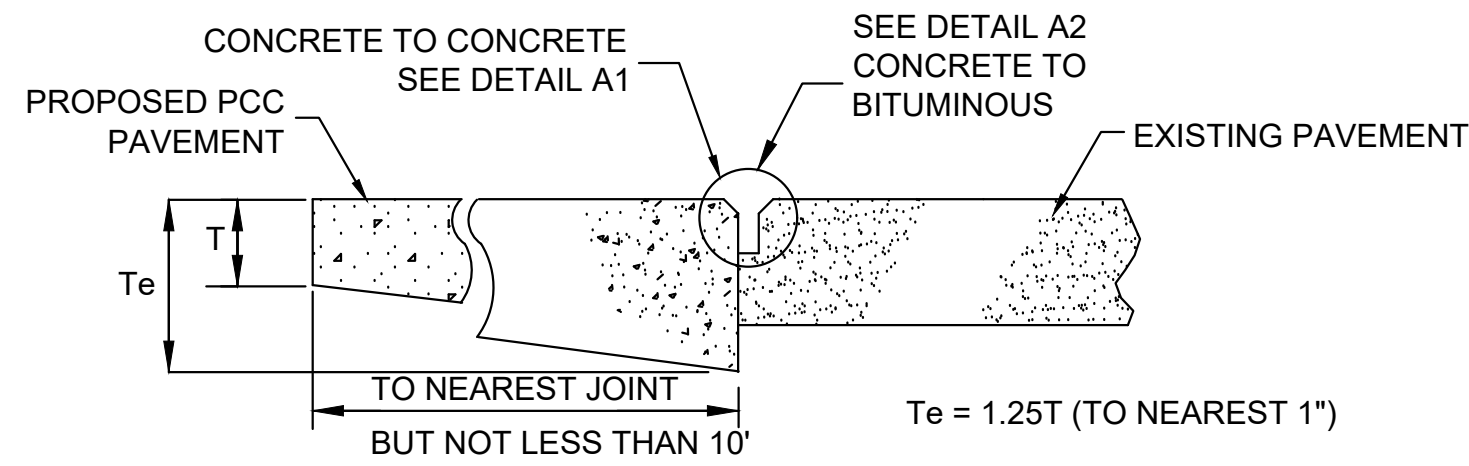
SOUTH ST PAUL, MN

PAVEMENT JOINTING PLAN - JET A

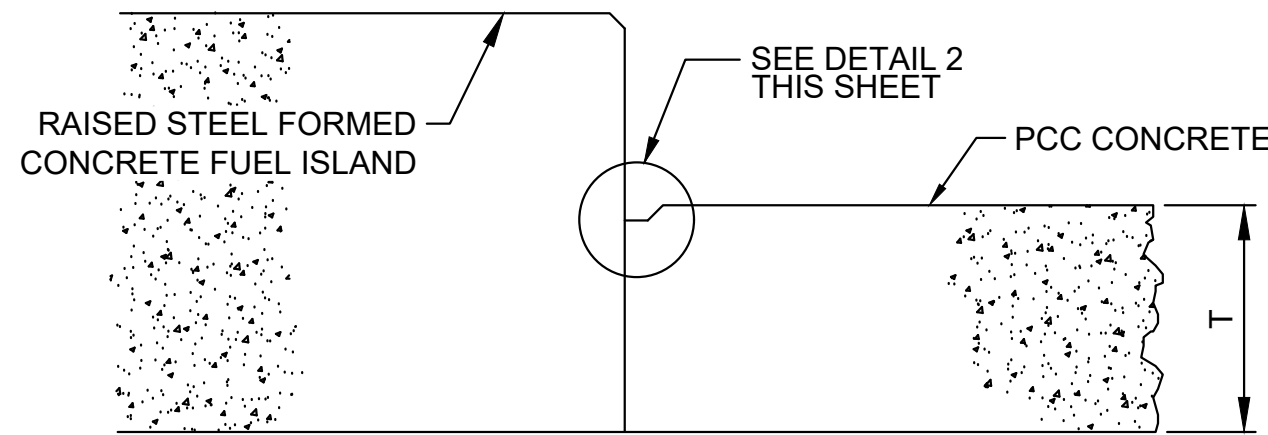
C301

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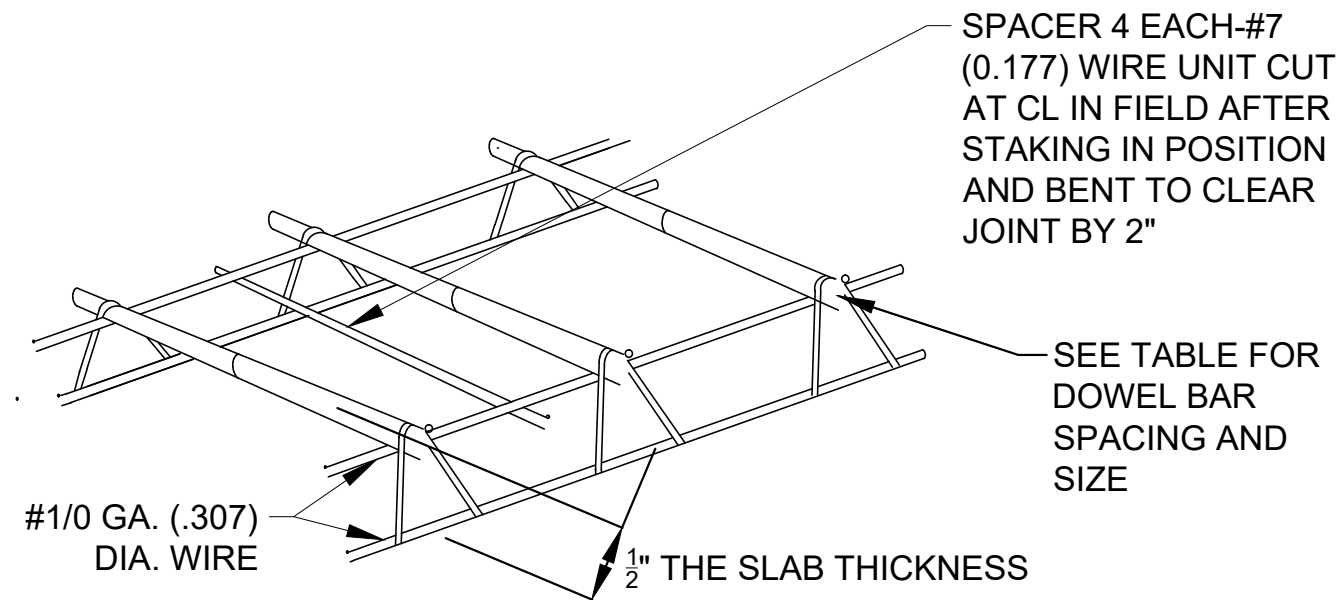
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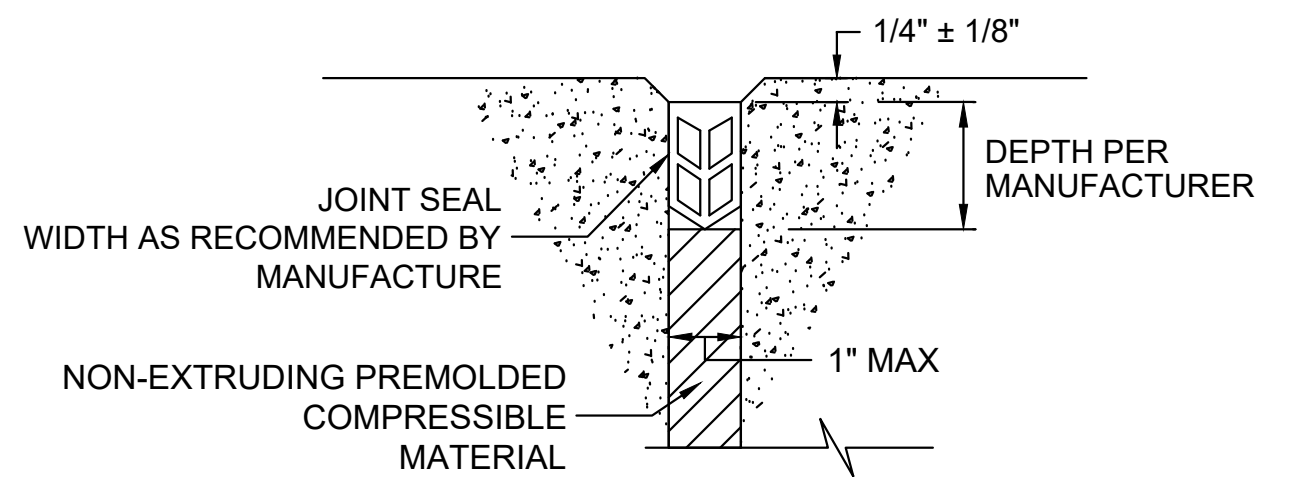
TYPE A THICKENED EDGE ISOLATION JOINT



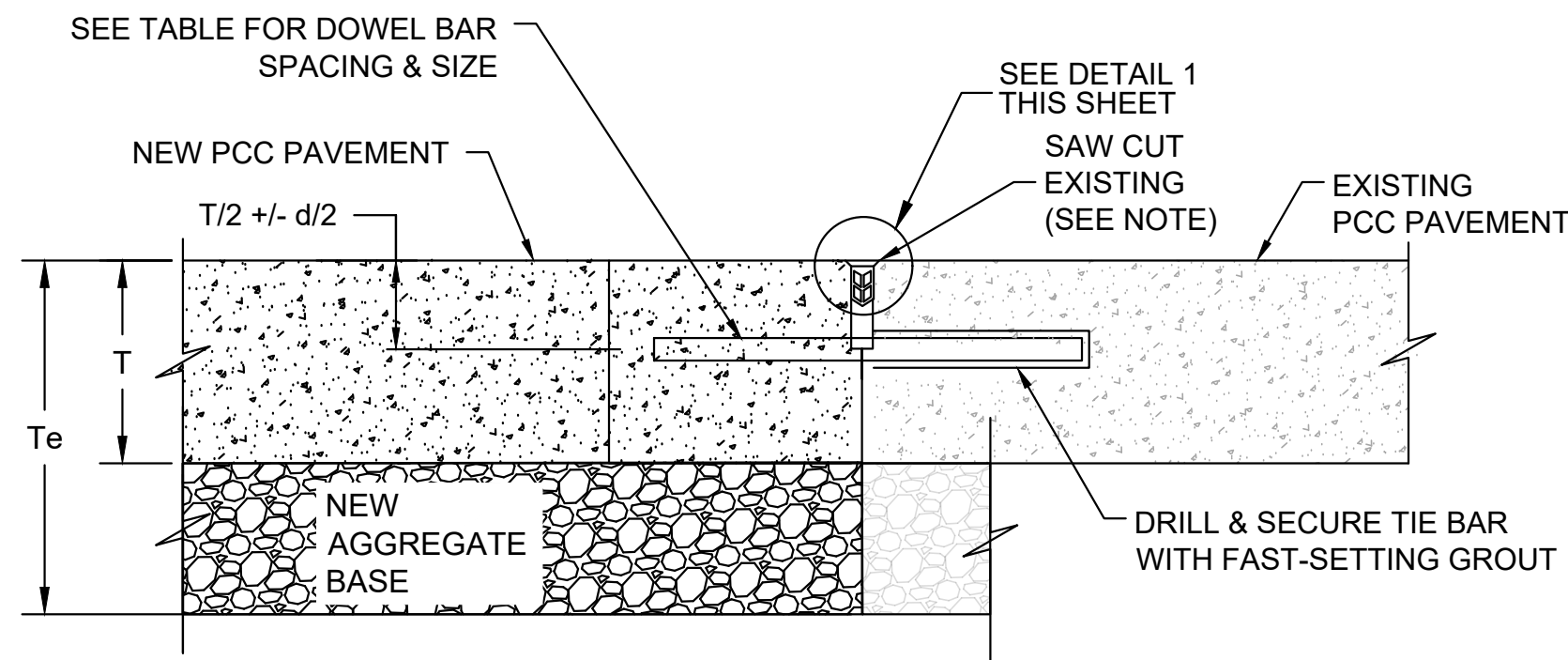
TYPE E DOWELED CONTRACTION JOINT



CONTRACTION JOINT DOWEL BASKET

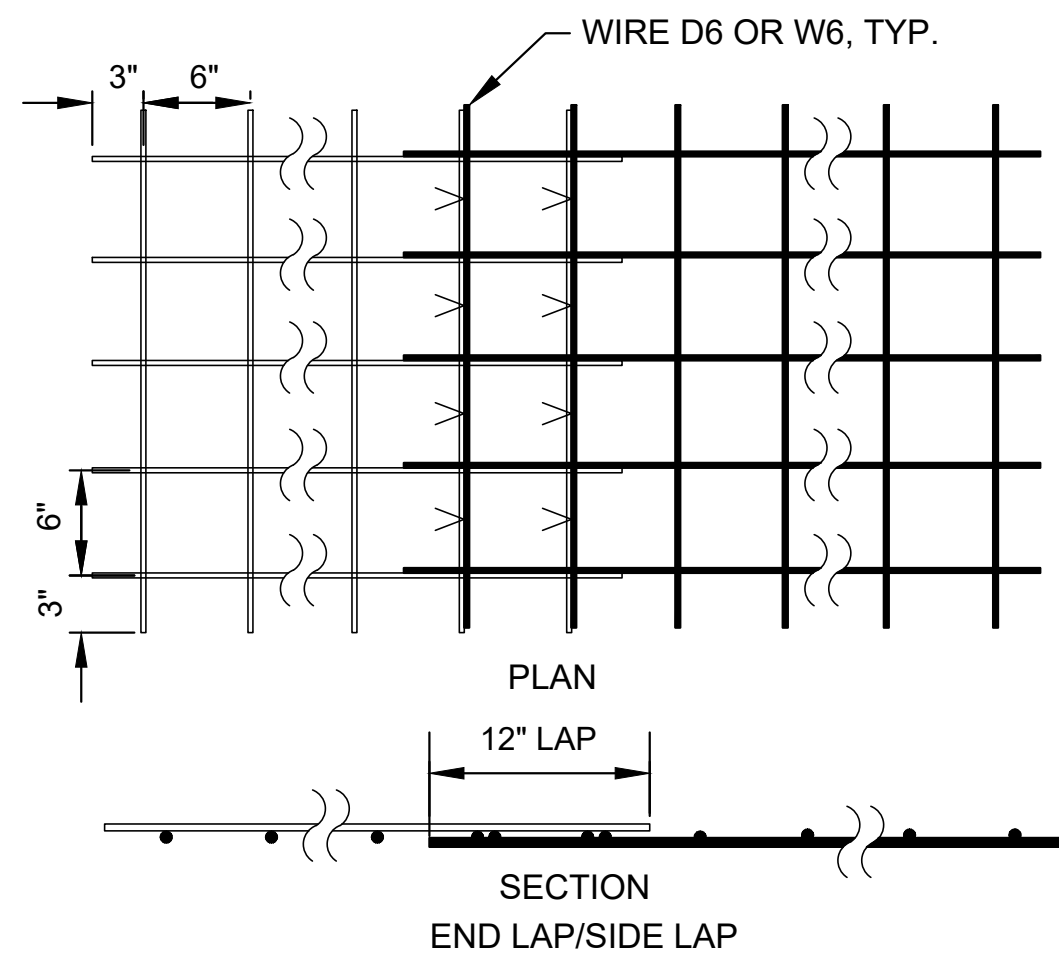


DETAIL A1
ISOLATION JOINT (CONCRETE TO CONCRETE)

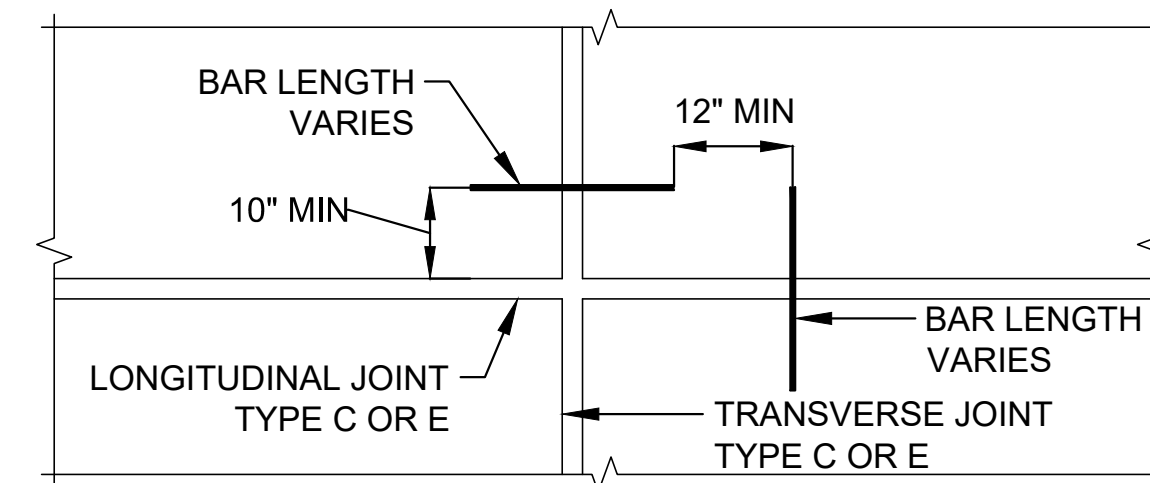


NOTE:
VERIFY IN FIELD IF SAWCUT NEEDED WITH ENGINEER. ADJUST AS NEEDED FOR FIELD VERIFIED CONDITIONS. SAWCUT INCIDENTAL TO CONCRETE PAVEMENT LINE ITEM.

TYPE B DOWLED CONSTRUCTION JOINT TO EXIST. PCC

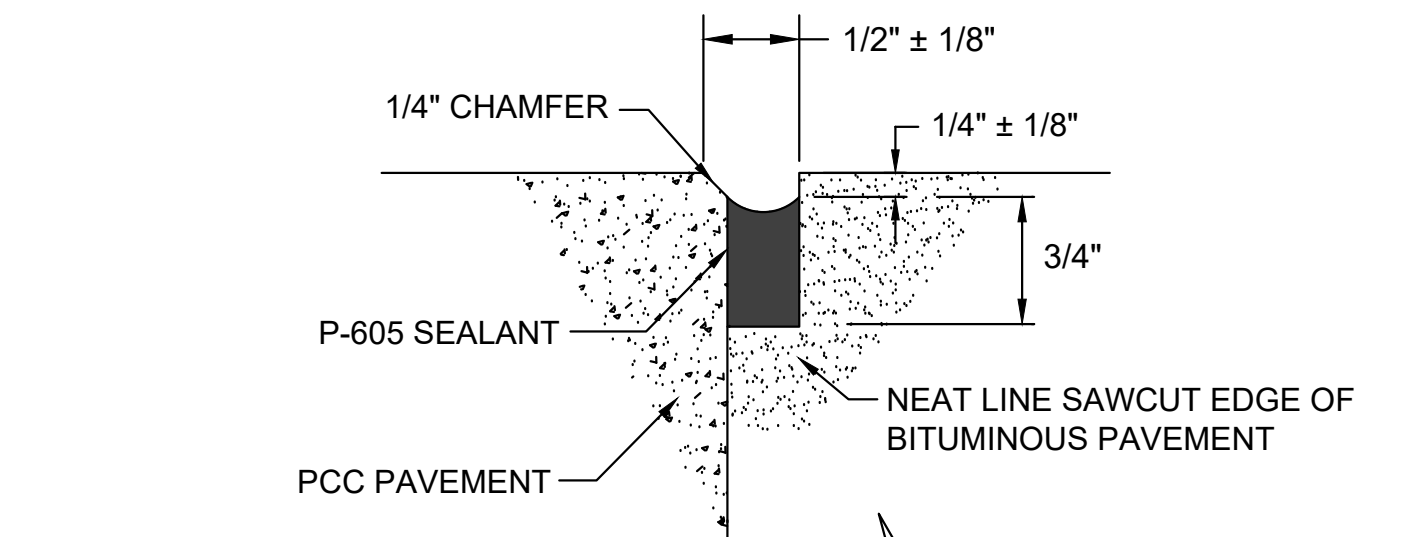


WELDED WIRE FABRIC
DETAILS

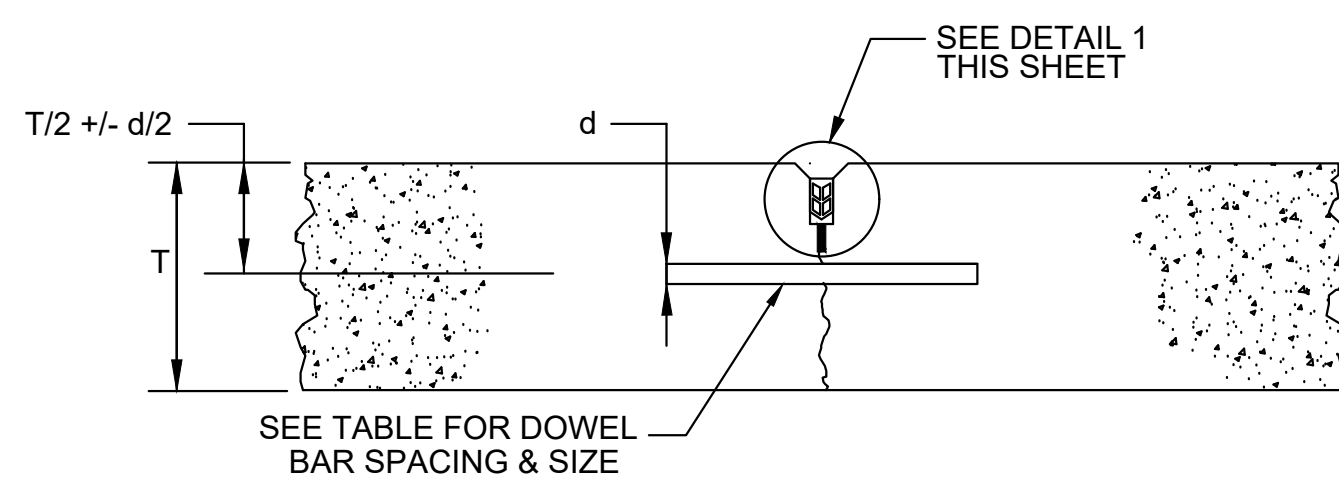


POSITION OF DOWELS AT
EDGE OF JOINT

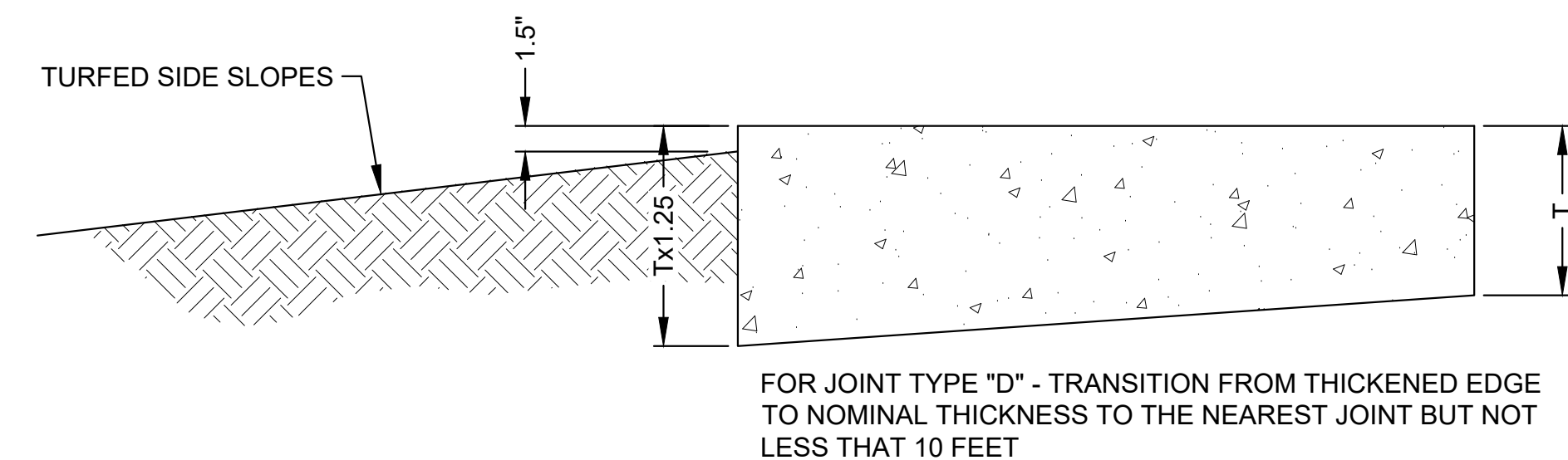
NOTE:
1. ELIMINATE DOWELS, OR TIE BARS, FROM LONGITUDINAL JOINTS AS NECESSARY TO MAINTAIN 12 INCHES FROM END OF TRANSVERSE DOWEL BARS.



DETAIL A2
ISOLATION JOINT (CONCRETE TO BITUMINOUS)

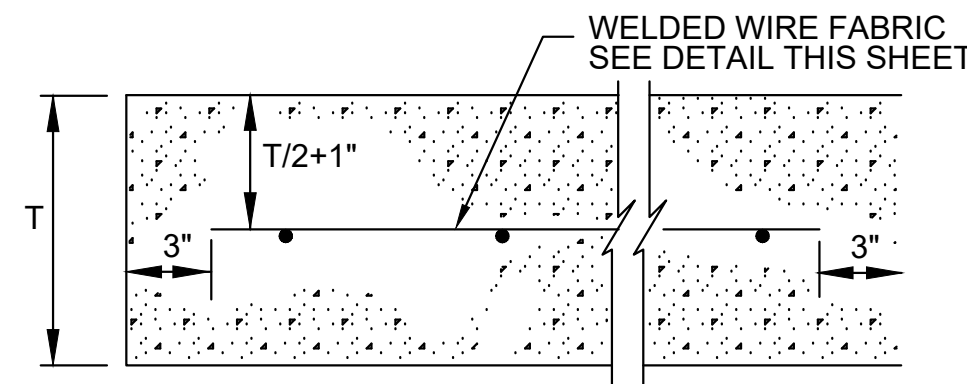


TYPE C DOWELED CONTRACTION JOINT



TYPE "D" - THICKENED EDGE DETAIL
NTS

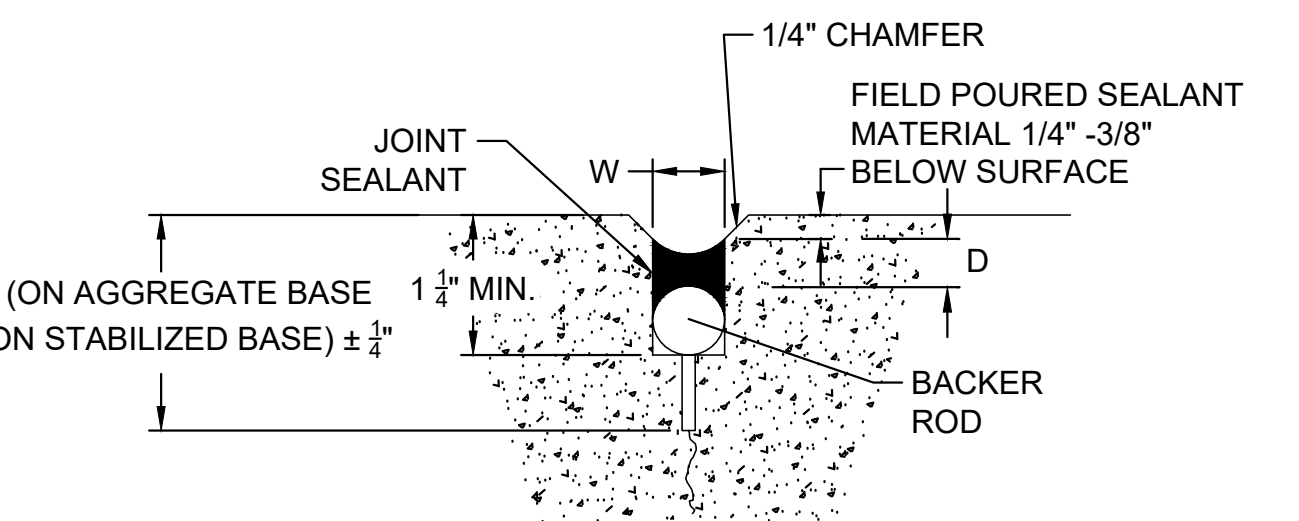
FOR JOINT TYPE "D" - TRANSITION FROM THICKENED EDGE TO NOMINAL THICKNESS TO THE NEAREST JOINT BUT NOT LESS THAT 10 FEET



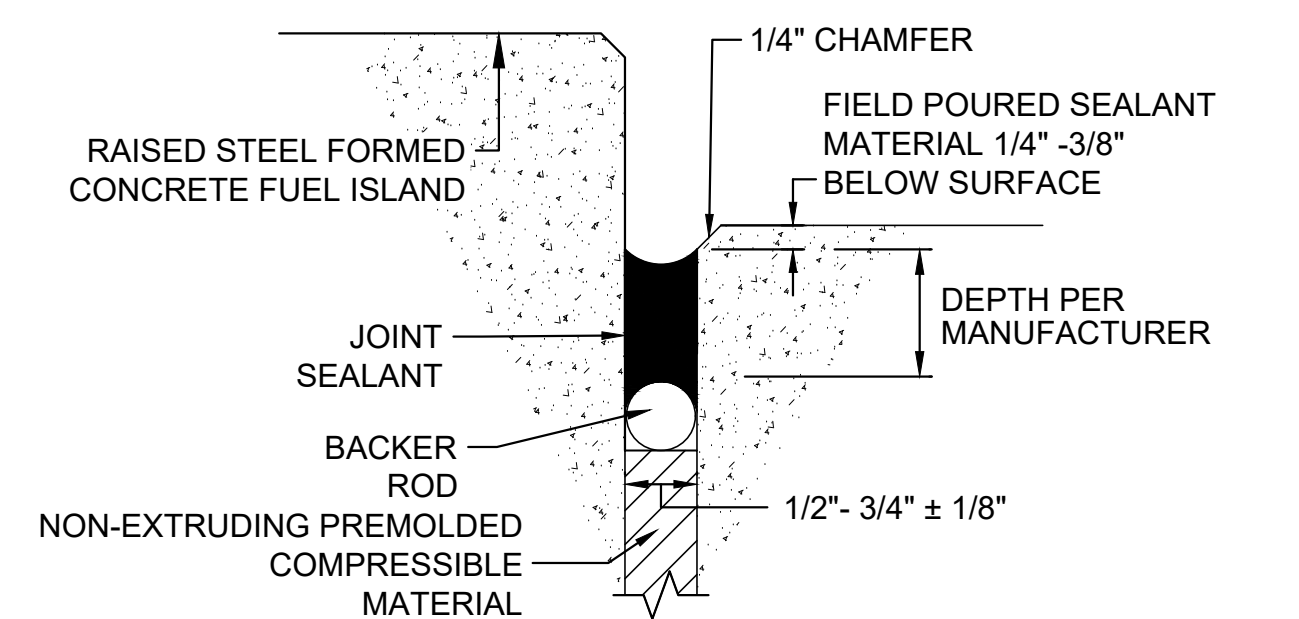
REINFORCED PAVEMENT DETAIL

DIMENSIONS AND SPACING OF STEEL DOWELS			
SLAB THICKNESS	DIAMETER	LENGTH	SPACING
5'-7"	3/4"	18"	12"
7.5"-12"	1"	18"	12"

DOWEL BAR SPACING SHALL BE SUCH THAT BARS BEGIN AND END ONE SPACING LENGTH FROM TRANSVERSE JOINTS.



DETAIL 1 - FIELD POURED
CONTRACTION JOINT SEALANT



DETAIL 2

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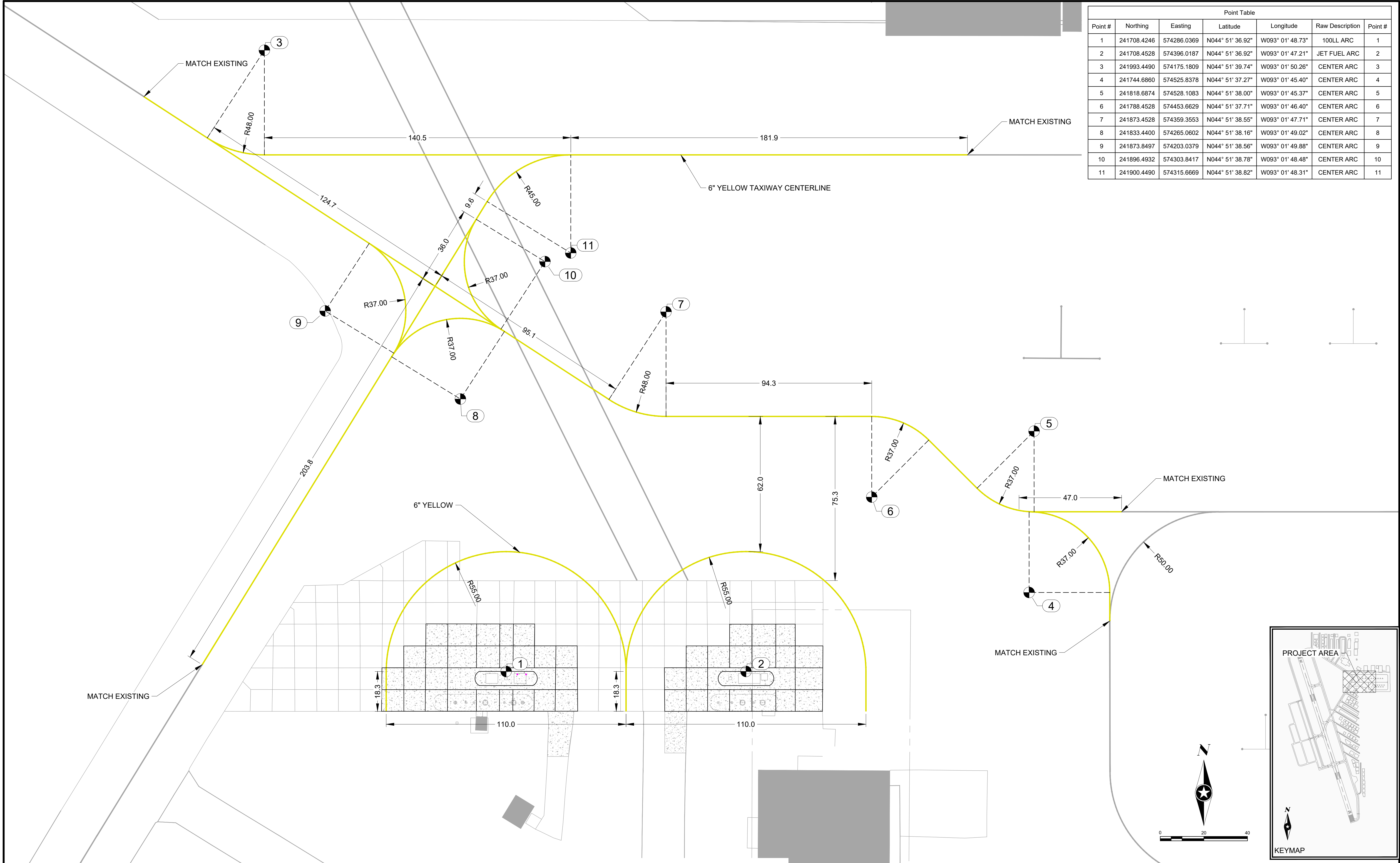
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2026 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

PAVEMENT JOINTING DETAILS

C302

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2	241708.4528	574396.0187	N044° 51' 36.92"	W093° 01' 47.21"	JET FUEL ARC	2
3	241993.4490	574175.1809	N044° 51' 39.74"	W093° 01' 50.26"	CENTER ARC	3
4	241744.6860	574525.8378	N044° 51' 37.27"	W093° 01' 45.40"	CENTER ARC	4
5	241818.6874	574528.1083	N044° 51' 38.00"	W093° 01' 45.37"	CENTER ARC	5
6	241788.4528	574453.6629	N044° 51' 37.71"	W093° 01' 46.40"	CENTER ARC	6
7	241873.4528	574359.3553	N044° 51' 38.55"	W093° 01' 47.71"	CENTER ARC	7
8	241833.4400	574265.0602	N044° 51' 38.16"	W093° 01' 49.02"	CENTER ARC	8
9	241873.8497	574203.0379	N044° 51' 38.56"	W093° 01' 49.88"	CENTER ARC	9
10	241896.4932	574303.8417	N044° 51' 38.78"	W093° 01' 48.48"	CENTER ARC	10
11	241900.4490	574315.6669	N044° 51' 38.82"	W093° 01' 48.31"	CENTER ARC	11

SEH Project	SSTPA_187258	Rev.#	Plan Revision Issue Description	Date	Rev.#	Sheet Revision Issue Description	Date		90% Review 10/28/2025 1:52:14 PM	2026 FUEL SYSTEM REPLACEMENT SOUTH ST PAUL, MN	PAVEMENT MARKING PLAN	C400 14 of 33
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NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. KNOWN UTILITIES INCLUDE, BUT ARE NOT LIMITED TO UNDERGROUND ELECTRIC, UNDERGROUND GROUNDING & CATHODIC PROTECTION, UNDERGROUND DUCT PACKAGES AND UNDERGROUND TELEPHONE. INFORMATION REGARDING THESE UTILITIES WAS OBTAINED FROM SEH. NEITHER THE OWNER NOR THE ENGINEER ASSUME ANY RESPONSIBILITY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED.
2. THE CONTRACTOR SHALL NOTIFY THE PROPER OWNER OF HIS OPERATIONAL PLANS AFFECTING EACH UTILITY. THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR DETAILED INFORMATION AND ASSISTANCE IN LOCATION OF ALL UTILITIES WITH RESPECTIVE RESPONSIBLE PARTIES. IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE RESPECTIVE UTILITY COMPANY AND THE ENGINEER. ANY UTILITIES DISTURBED BY THE CONTRACTORS CARELESSNESS SHALL BE RESTORED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER AND ENGINEER.
3. THE CONTRACTOR WILL BE REQUIRED TO PROMPTLY REPAIR CONSTRUCTION DAMAGED PAVEMENT ADJACENT TO PROJECT LIMITS.
4. SOUTH ST PAUL AIRPORT IS REQUIRED TO MAINTAIN AIRPORT AIRSIDE SECURITY. THE CONTRACTOR WILL BE REQUIRED TO MAINTAIN AIRSIDE SECURITY DURING HAULING OPERATIONS. A GATE GUARD OR OTHER APPROVED METHOD SHALL BE REQUIRED WHEN A GATE IS LEFT OPEN. IN NO EVENT SHALL A GATE BE LEFT OPEN UNATTENDED. THIS TRAFFIC CONTROL SHALL BE INCIDENTAL TO THE LUMP SUM BID ITEM.
5. PRIOR TO REMOVAL OF UNDERGROUND TANKS, REMOVE ALL PRODUCT PIPING AND VENTING, SUPPORTS, CONDUITS, CONDUCTORS, AND ANY OTHER PORTIONS OF THE EXISTING FUELING SYSTEM FOR USTs PRIOR TO TANK REMOVAL.
6. WHEN REMOVAL OF UNDERGROUND TANKS IS COMPLETE, THE AREA SHALL BE RESTORED PER SPECIFICATIONS. THE RESTORATION IS INCIDENTAL TO THE LUMP SUM BID ITEM.
7. SHORE AS NECESSARY TO PROTECT EXISTING BUILDING AND SIDEWALK TO NORTH DURING USTs REMOVAL.
8. PIPING AND EQUIPMENT LOCATIONS ARE APPROXIMATE.
9. EXISTING USTs TO BE REMOVED FROM SERVICE IN ACCORDANCE WITH THE SPECIFICATIONS AND STATE AND LOCAL REQUIREMENTS.
10. IF THE EXISTING AVGAS UST IS ANCHORED TO A POURED-IN-PLACE CONCRETE SLAB, THE SLAB MAY BE LEFT IN PLACE AND BACKFILLED PER THE SPECIFICATION. MODULAR CONCRETE DEADMAN MUST BE REMOVED FROM EXCAVATION PRIOR TO BACKFILLING.

EXISTING 12" GAS UTILITY SERVICE. PROTECT AS NECESSARY.

REMOVE EXISTING UNLEADED DISPENSER, CABINET, ISLAND AND COLLISION PROTECTION

REMOVE EXISTING AVGAS DISPENSER, CABINET, ISLAND AND COLLISION PROTECTION

REMOVE EXISTING CARD READER

REMOVE EXISTING ELECTRICAL VAULT

REMOVE EXISTING AVGAS UST AND ALL ASSOCIATED PIPING AND APPURTENANCES

REMOVE EXISTING UNLEADED UST AND ALL ASSOCIATED PIPING AND APPURTENANCES

REMOVE EXISTING EMERGENCY STOP AND VISUAL ALARM

REMOVE EXISTING ELECTRICAL VAULT

SAWCUT EXISTING CONCRETE. REMOVE AND DISPOSE ALL CONCRETE WITHIN LIMITS

SAWCUT EXISTING CONCRETE. REMOVE AND DISPOSE ALL CONCRETE WITHIN LIMITS

REMOVE EXISTING CARD READER

REMOVE EXISTING JET A DISPENSER, CABINET, ISLAND AND COLLISION PROTECTION

REMOVE EXISTING ELECTRICAL VAULT

EXISTING GAS UTILITY SERVICE. PROTECT AS NECESSARY.

EXISTING WATER UTILITY SERVICE. PROTECT AS NECESSARY.

PROTECT/PRESERVE EXISTING PHILLIPS 66 FUEL SIGN

REMOVE TANK BUILDING, SLAB AND ALL RELATED EQUIPMENT AND ELECTRICAL. SAVE EXISTING TANK MONITOR FOR RE-USE.

EXISTING ELECTRICAL LINES. PROTECT AS NECESSARY.

EXISTING COMMUNICATION LINES. PROTECT AS NECESSARY.

REMOVE EXISTING LIGHT POLE, ELECTRICAL AND FUEL PRICE SIGN

EXISTING STORM SEWER. PROTECT AS NECESSARY.

REMOVE EXISTING LIGHT POLE AND ELECTRICAL

REMOVE EXISTING JET A UST AND ALL ASSOCIATED PIPING AND APPURTENANCES

GRASS

EXISTING FAA RTR ANTENNA

CONCRETE

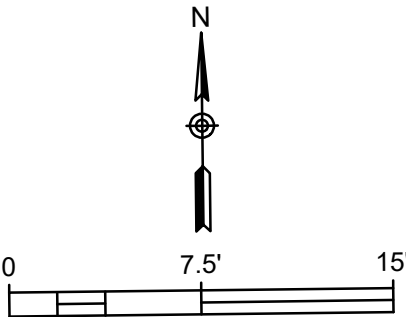
SAWCUT EXISTING CONCRETE. REMOVE AND DISPOSE ALL CONCRETE WITHIN LIMITS

ASPHALT

GRASS

SAWCUT EXISTING ASPHALT. REMOVE AND DISPOSE ALL CONCRETE WITHIN LIMITS

EXISTING HANGAR



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WCW
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WCW

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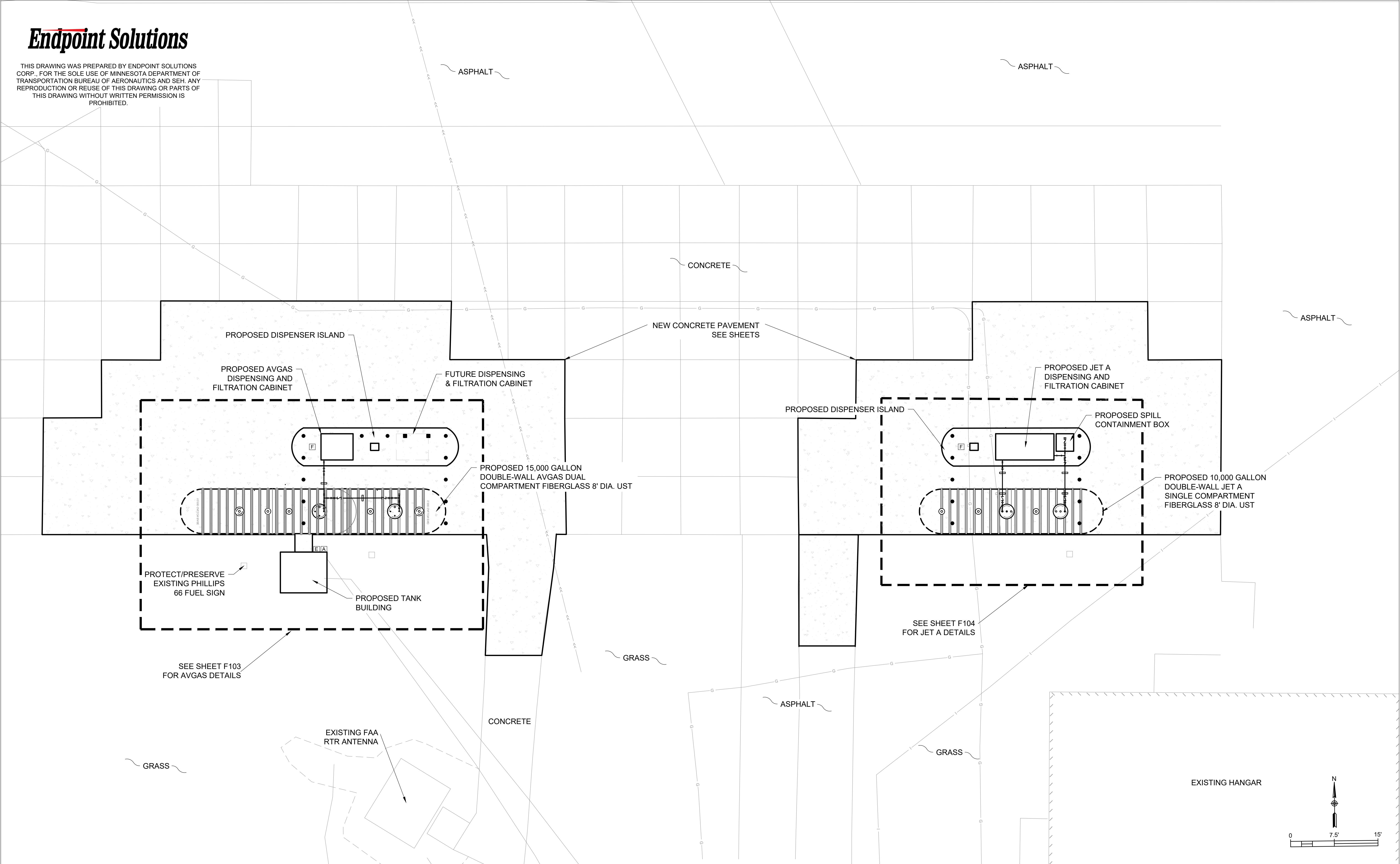
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2025 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

DEMOLITION PLAN

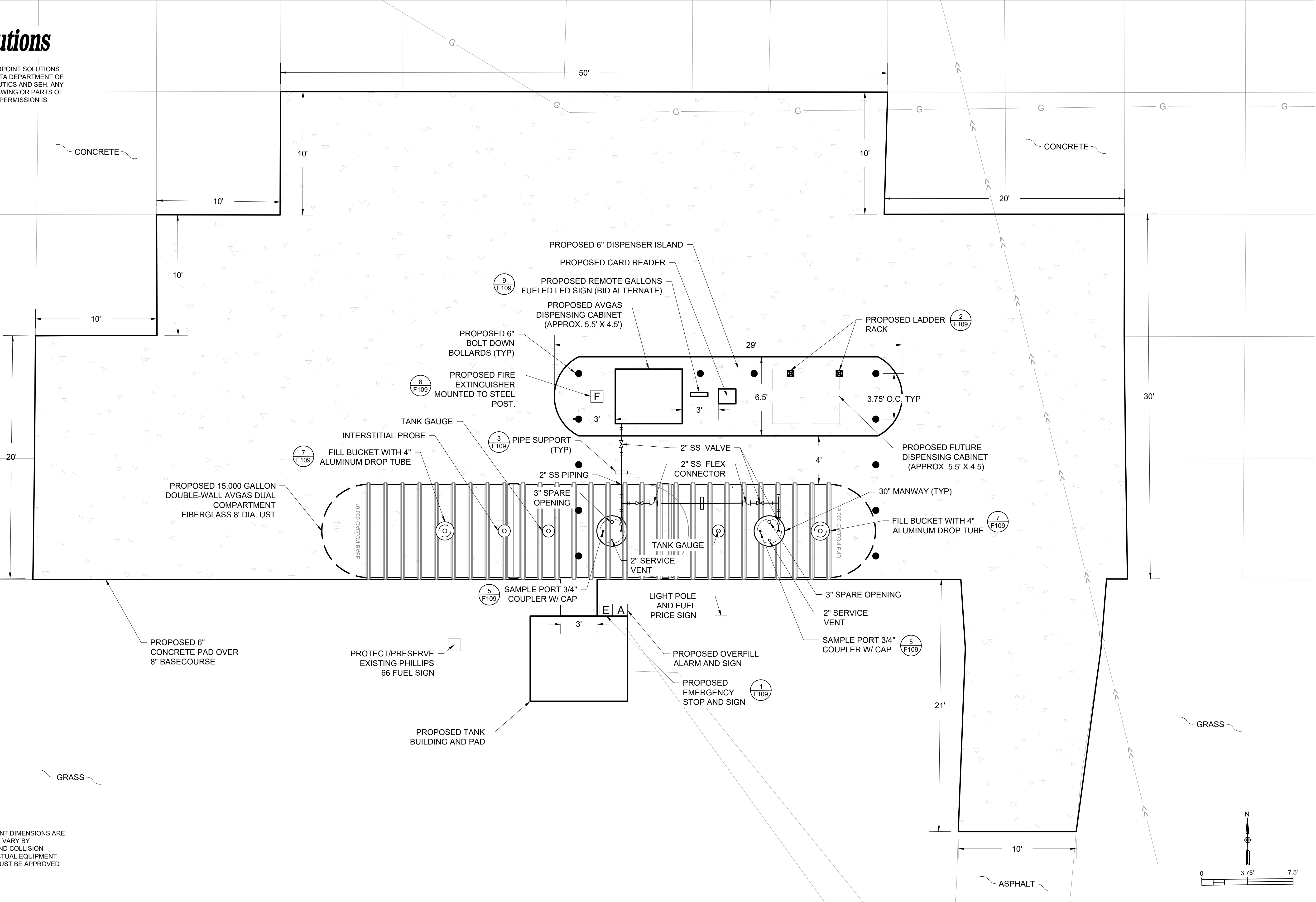
F101
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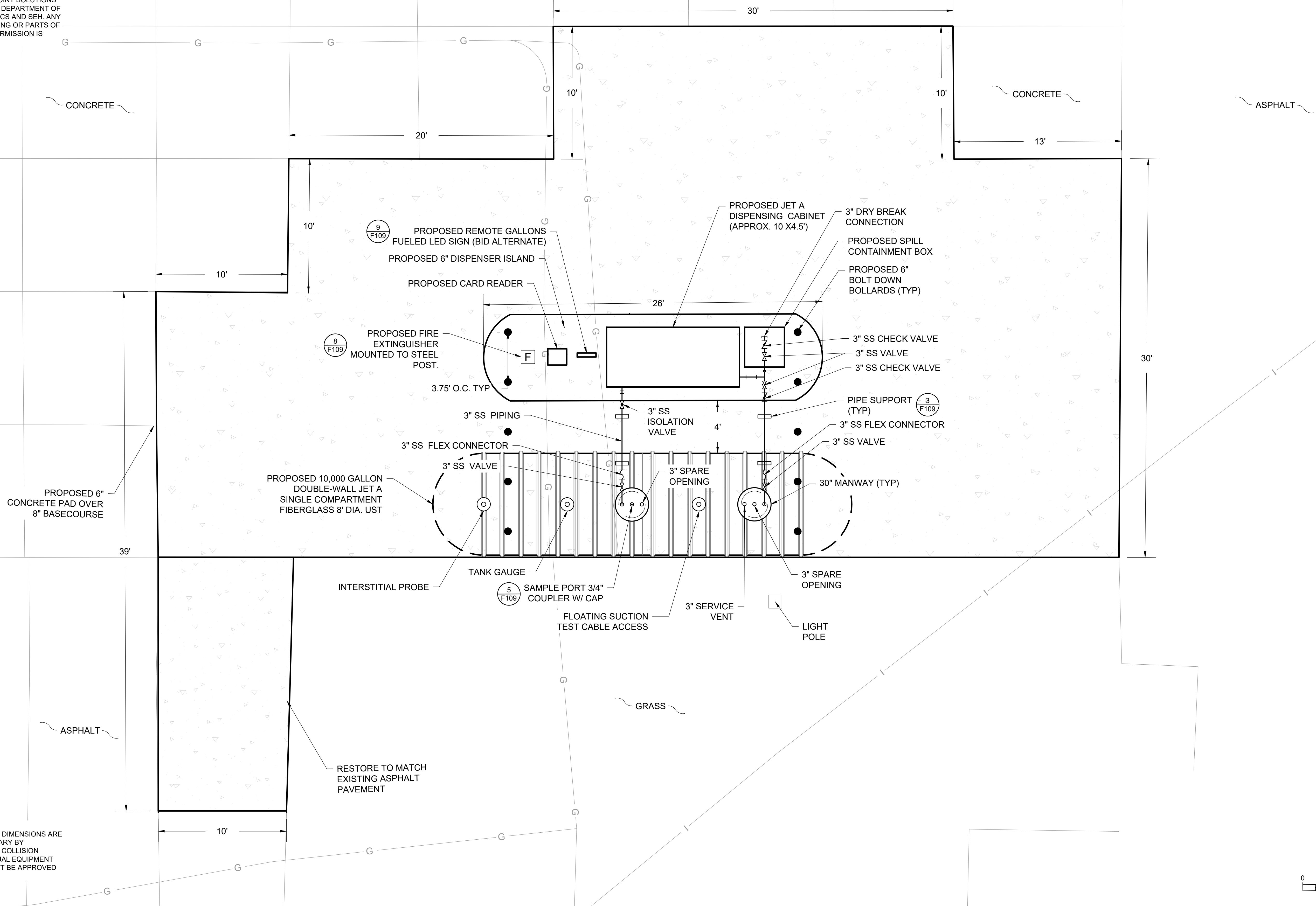
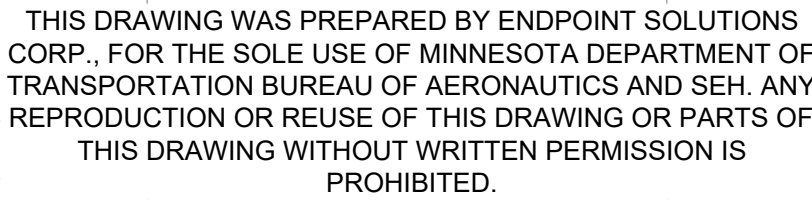
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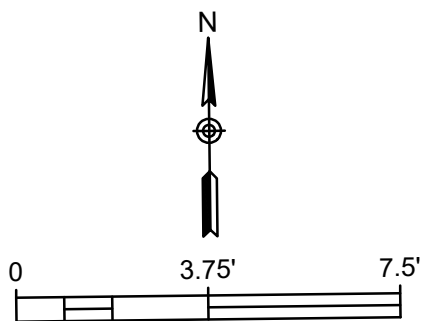
NOTE:
1. DISPENSER CABINET AND EQUIPMENT DIMENSIONS ARE SHOWN AS APPROXIMATE AND MAY VARY BY MANUFACTURER. FINAL SPACING AND COLLISION PROTECTION WILL BE BASED ON ACTUAL EQUIPMENT PROVIDED BY CONTRACTOR AND MUST BE APPROVED BY ENGINEER.

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NOTE:

1. DISPENSER CABINET AND EQUIPMENT DIMENSIONS ARE SHOWN AS APPROXIMATE AND MAY VARY BY MANUFACTURER. FINAL SPACING AND COLLISION PROTECTION WILL BE BASED ON ACTUAL EQUIPMENT PROVIDED BY CONTRACTOR AND MUST BE APPROVED BY ENGINEER.



SEH Project	SSTPA_187258	Rev.#	Revision Issue Description	Date	Rev.#	Revision Issue Description	Date
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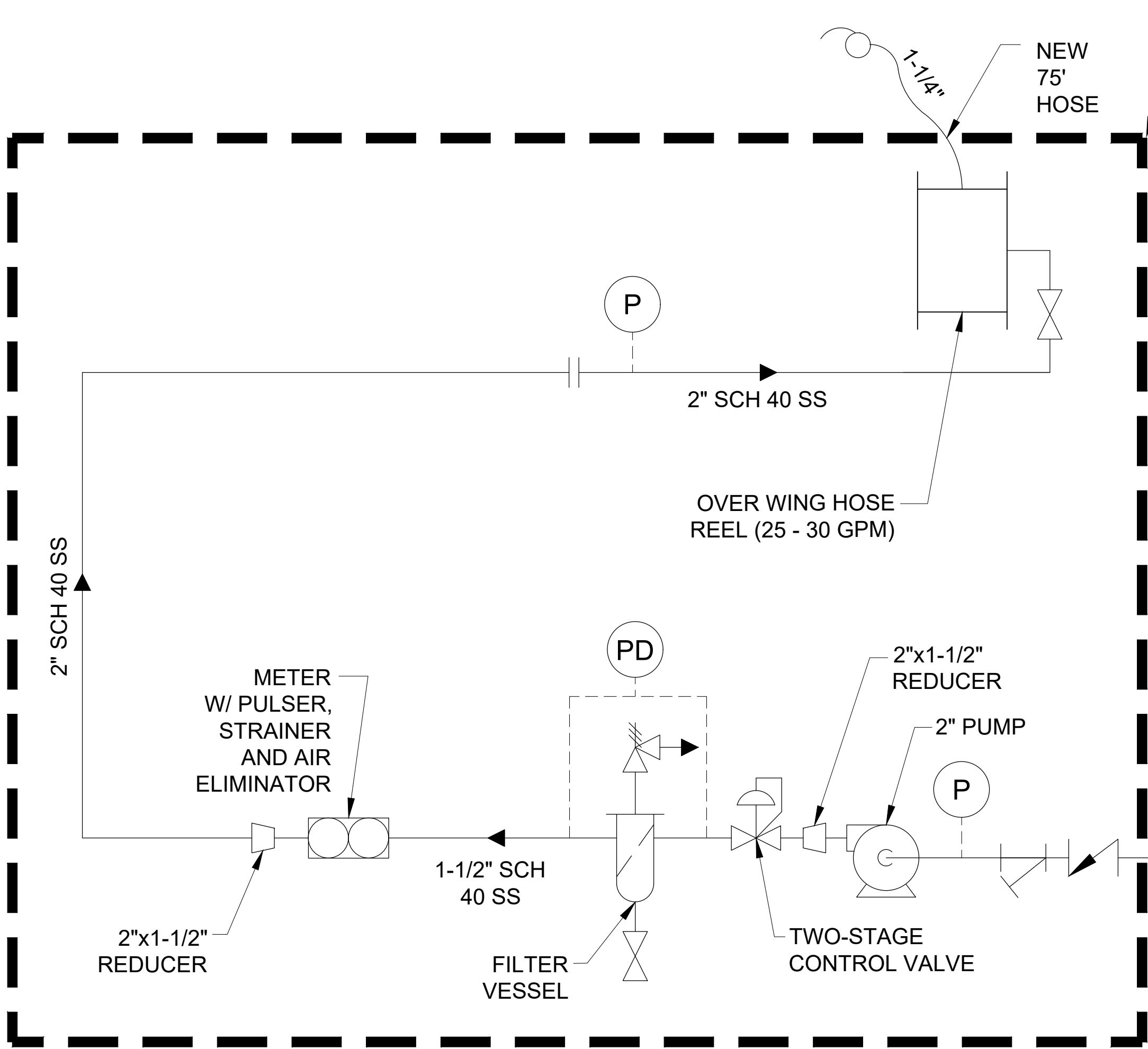
2025 FUEL SYSTEM REPLACEMENT

SOUTH ST PAUL, MN

JET A SYSTEM DETAIL

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PROPOSED AVGAS
STAINLESS STEEL
DISPENSING &
FILTRATION CABINET.

1/2" ID STAINLESS STEEL TUBE TO
BOTTOM SUMP FOR SAMPLE DRAW (TYP X 2)

30" RAISED MANWAY (TYP X 2)

2" SCH 40 SS

LEAK PROBE
TO TANK
MONITOR

FILL
BUCKET

IP

OVERFILL
PREVENTION
VALVE (TYP X 2)

4" FILL
DROP
TUBE

1/2" SUMP
WATER DRAW

SUMP

2" SERVICE
VENT

SPARE 3" OPENING

LEVEL PROBE
TO TANK
MONITOR

LI

BLIND FLANGE
(FUTURE DISPENSER)

2" SCH 40 SS

SPARE 3" OPENING

2" SERVICE
VENT

LEVEL PROBE
TO TANK
MONITOR

LI

FILL
BUCKET

4" FILL
DROP
TUBE

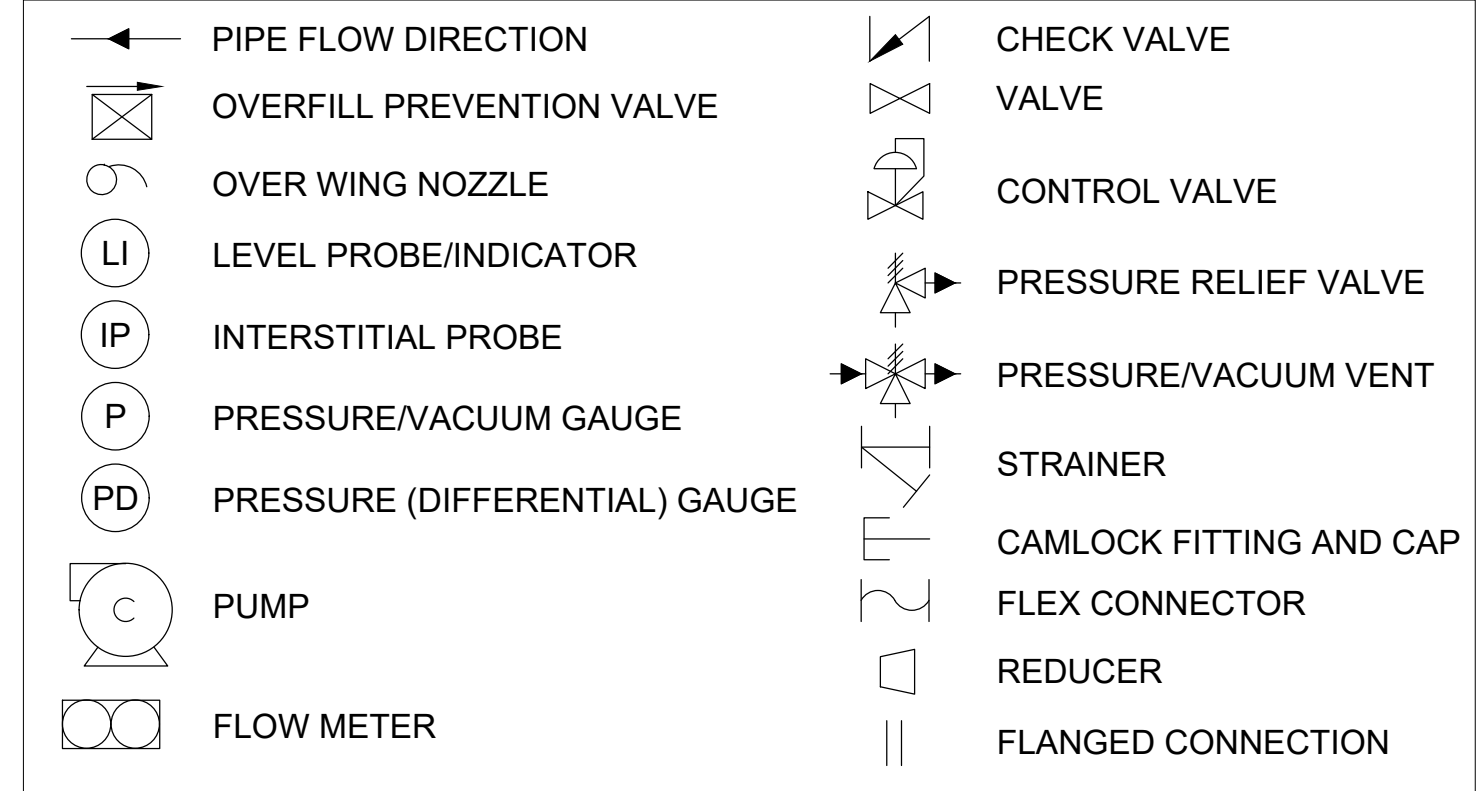
1/2" SUMP
WATER DRAW

SUMP

2" SCHEDULE 40 STAINLESS STEEL
DROP PIPE FOR SIPHON BAR (TYP X 2)

15,000 GAL
8' DIA 100LL
DOUBLE WALL
UST (SPLIT
COMPARTMENT)

NOT TO SCALE



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Endpoint
Solutions

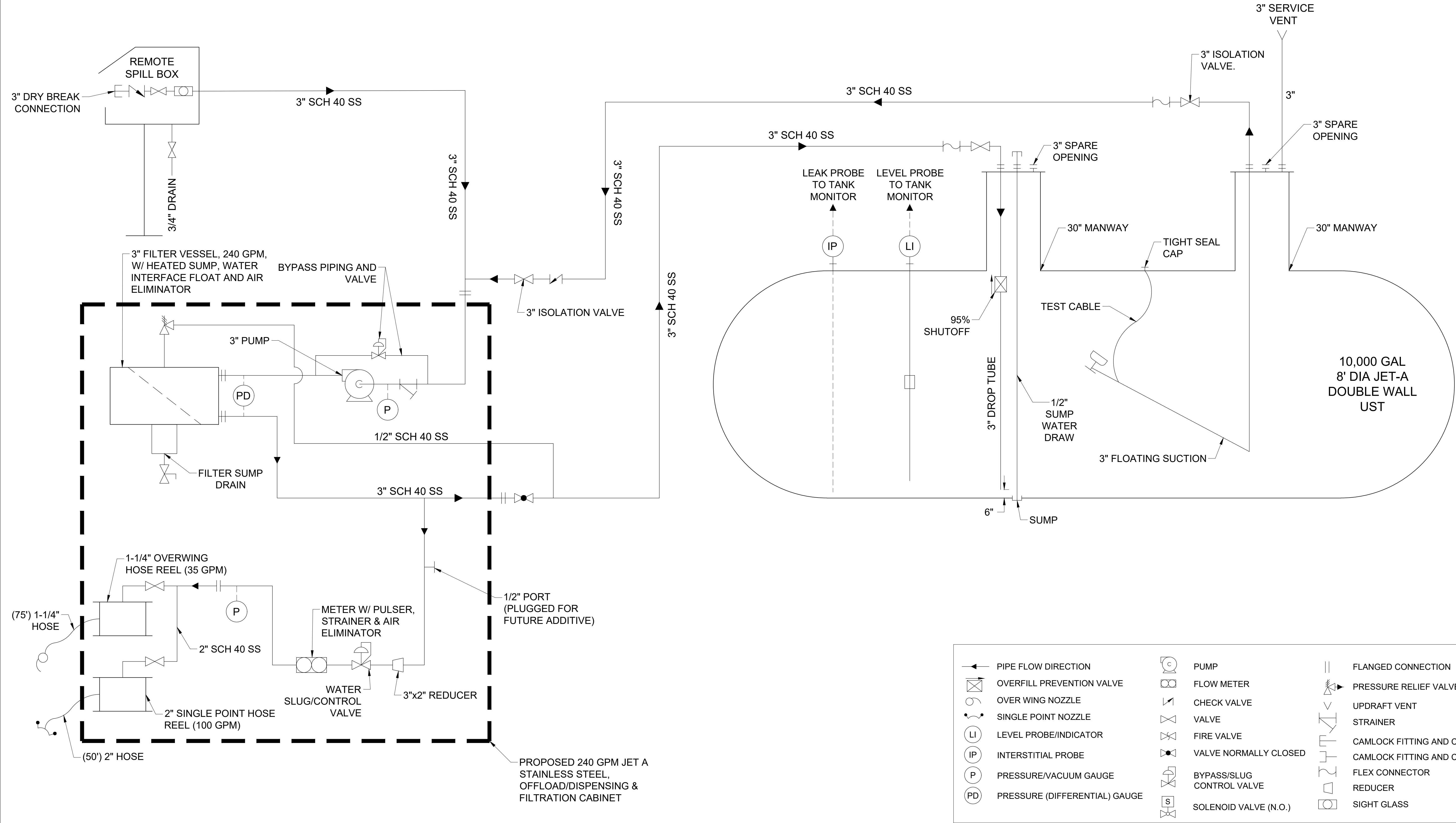
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2025 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

AVGAS P&ID

F105

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**Endpoint
Solutions**

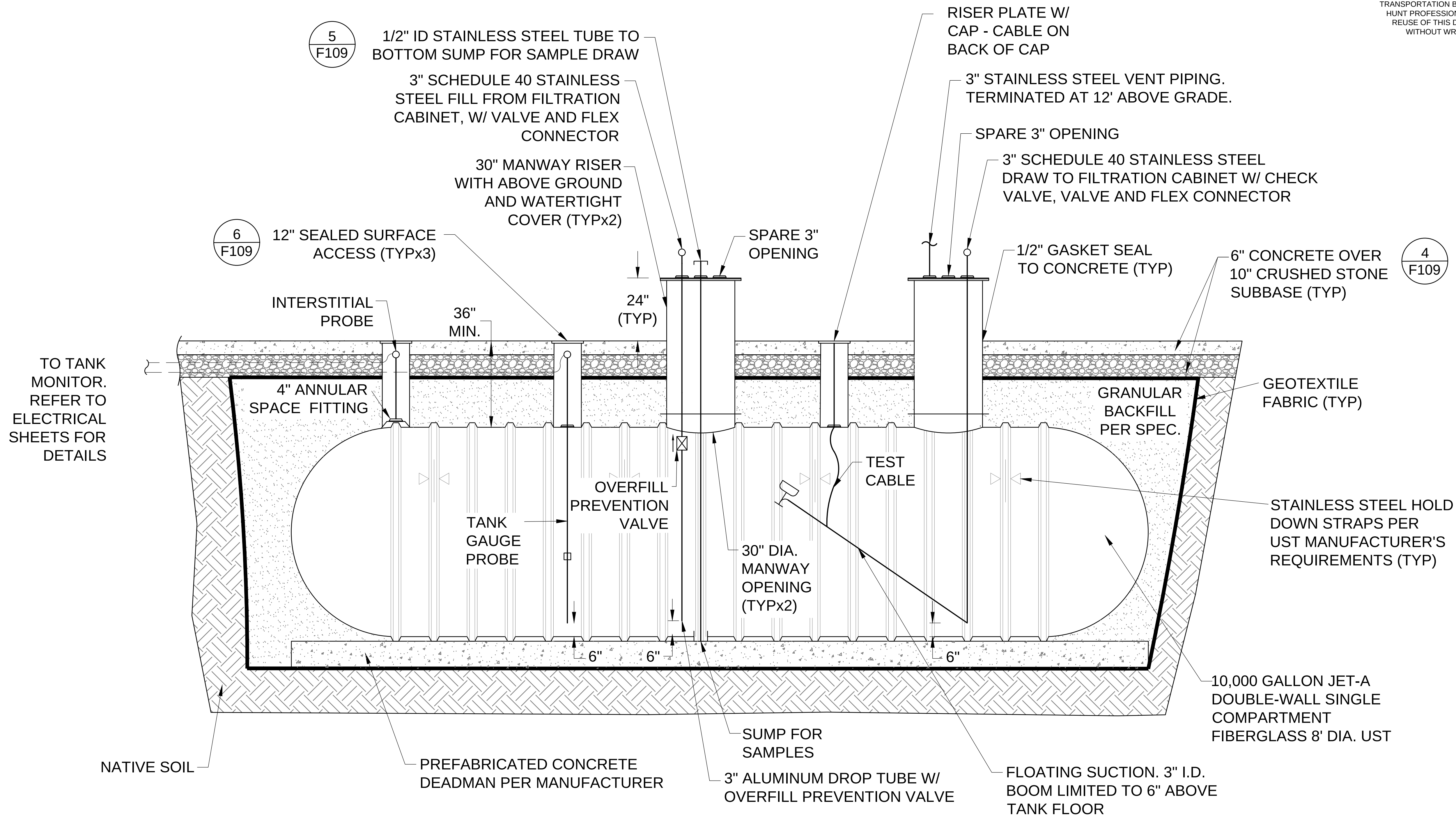
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2025 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

JET A P&ID

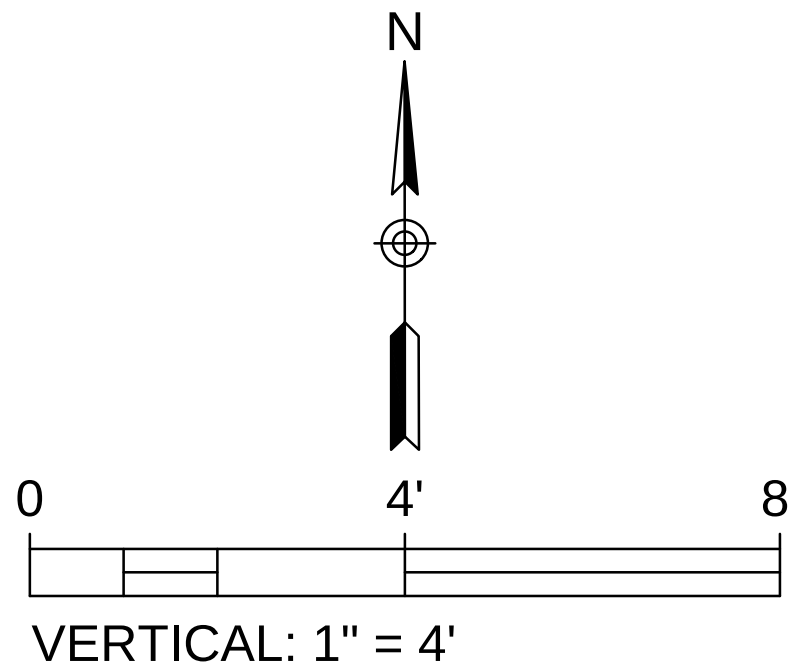
F106

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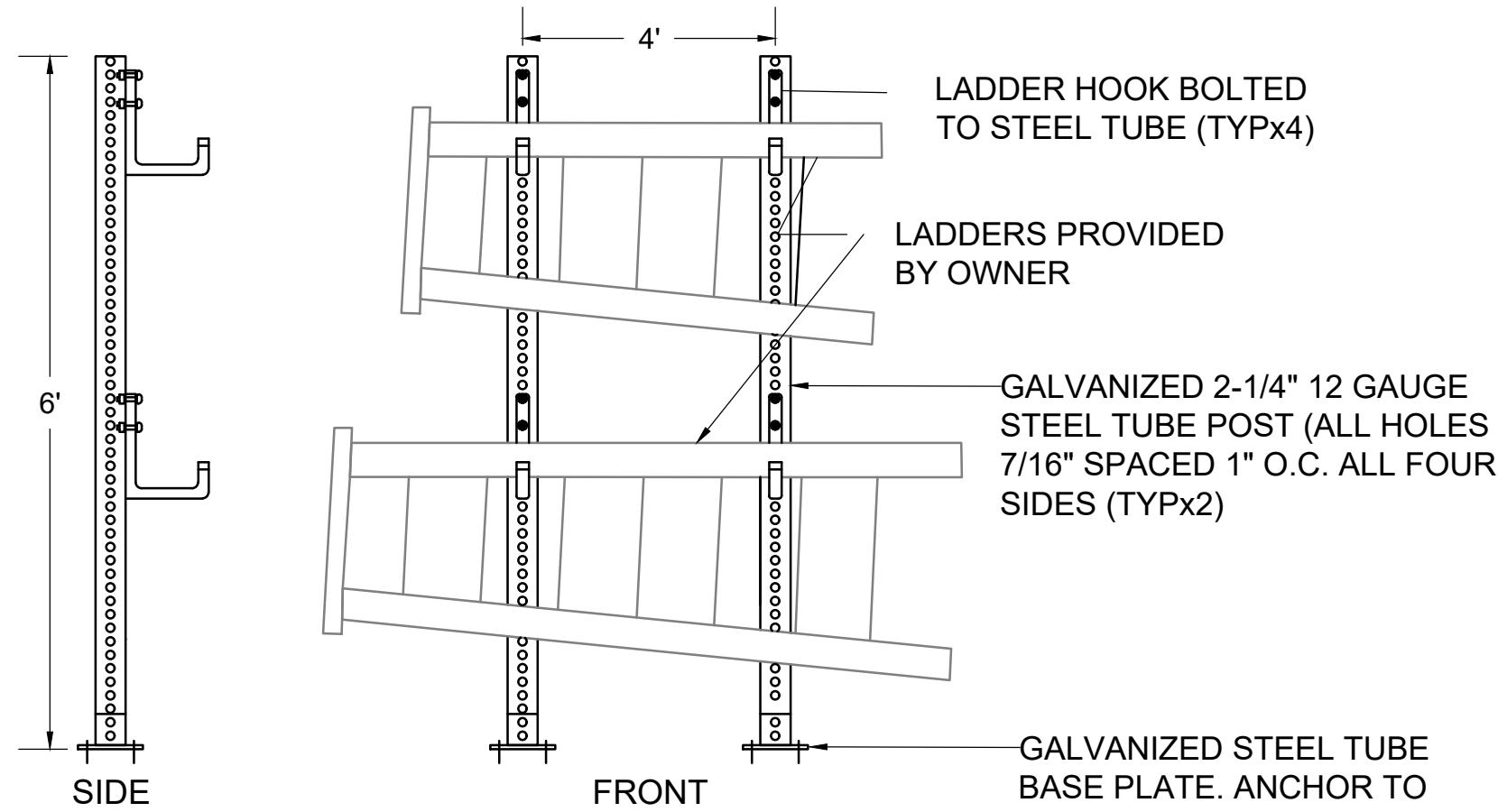
NOTES:

1. CONCRETE RAISED ALONG THE TANK CENTRAL AXIS TO DIRECT WATER AWAY FROM COVERS.
2. ABOVE GROUND FIBERGLASS TO BE COATED FOR UV EXPOSURE.
3. TESTING, PLACEMENT AND INSTALLATION OF THE TANK IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
4. PROTECT ADJACENT STRUCTURES AND PAVEMENTS FROM UNDERCUT BY EXCAVATION.
5. MAINTAIN SPACING BETWEEN TANK SHELLS AND EXCAVATION SIDEWALLS PER MANUFACTURER'S REQUIREMENTS.
6. TANK TO BE ANCHORED PER MANUFACTURERS REQUIREMENT TO PREVENT FLOTATION.
7. PLACE INTERIOR DEFLECTOR PLATES AT ALL WEAR POINTS.
8. ABOVEGROUND PIPING TO BE PLUMB AND LEVEL.



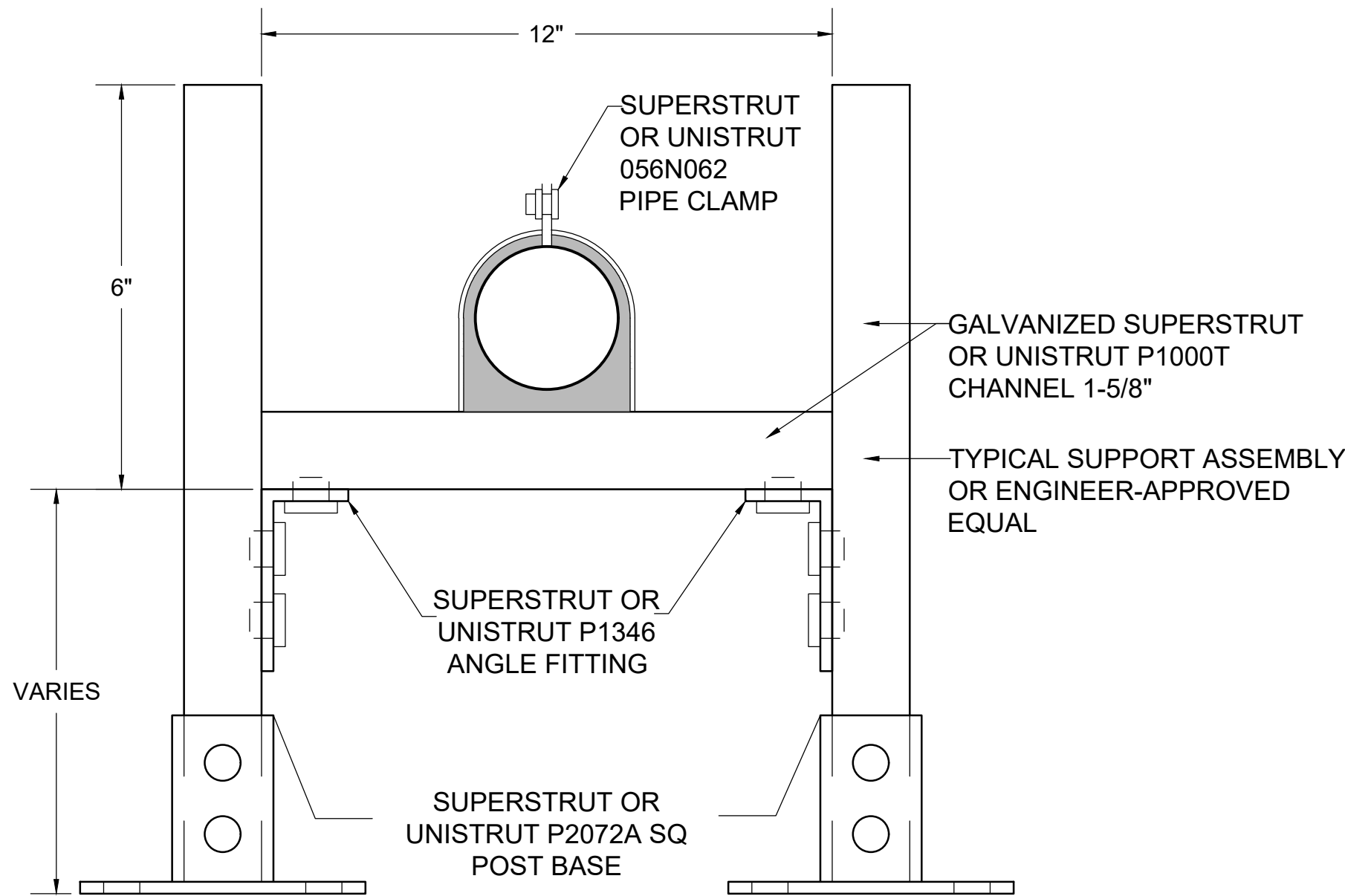
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SEH Project	SSTPA_187258	Rev.#	Revision Issue Description	Date	Rev.#	Revision Issue Description	Date
Drawn By	BMF	-	90% DESIGN DRAFT	10/24/25	#	#	#
Designed By	WCW	#	#	#	#	#	#
Checked By	WCW	#	#	#	#	#	#



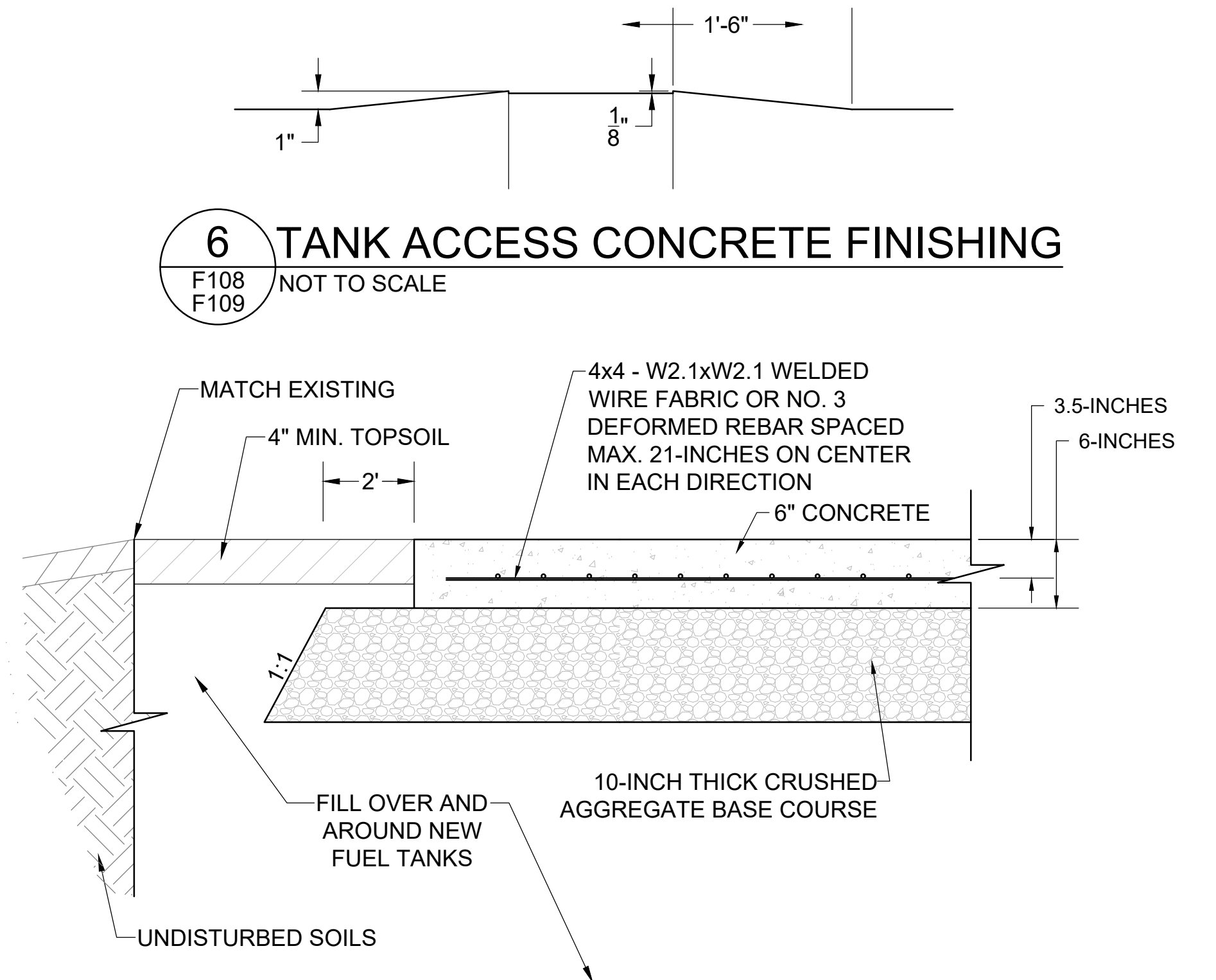
2 LADDER RACK DETAIL

F105
F106



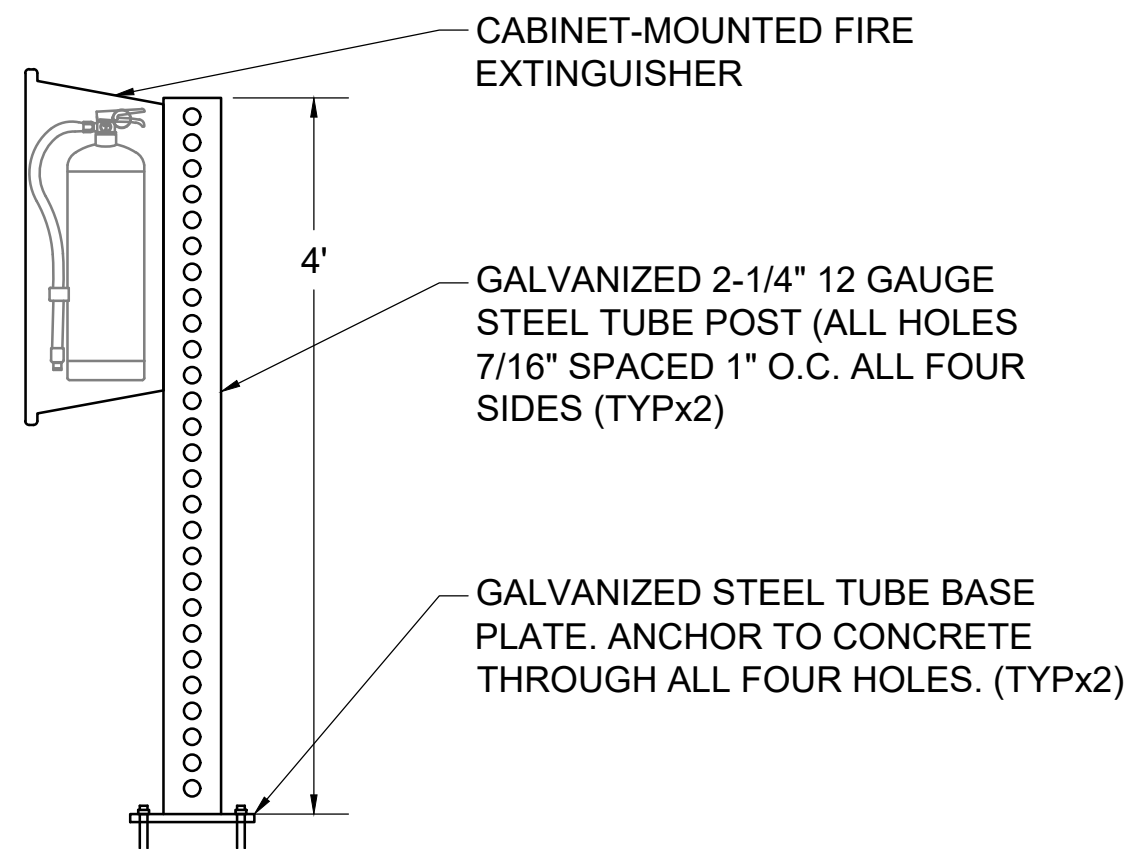
3 PIPING SUPPORT

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F104



6 TANK ACCESS CONCRETE FINISHING

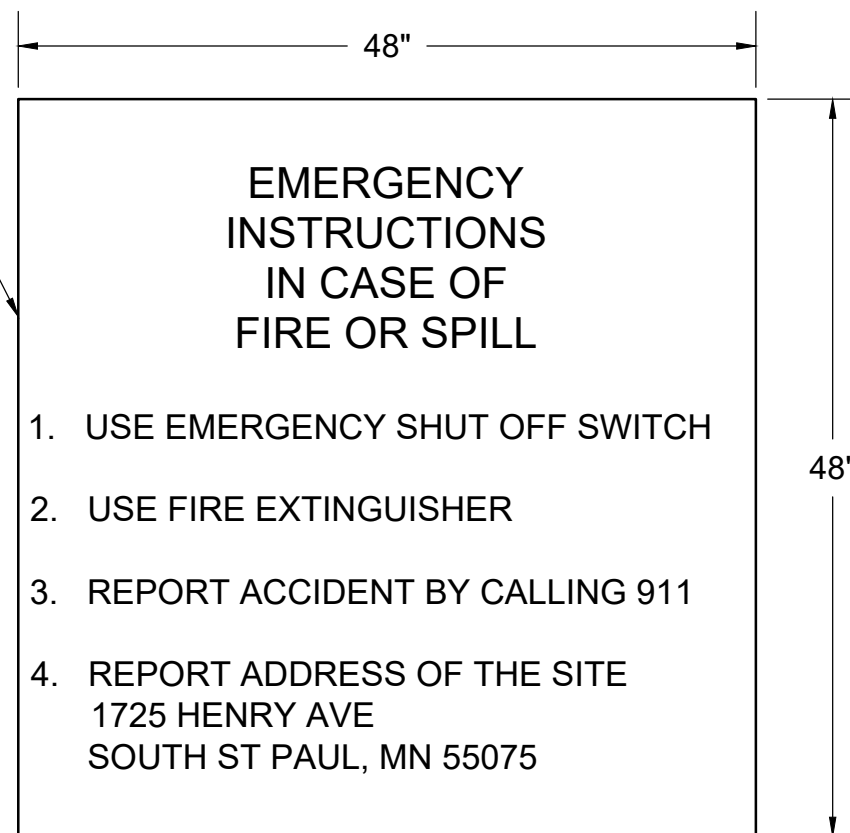
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8 FIRE EXTINGUISHER

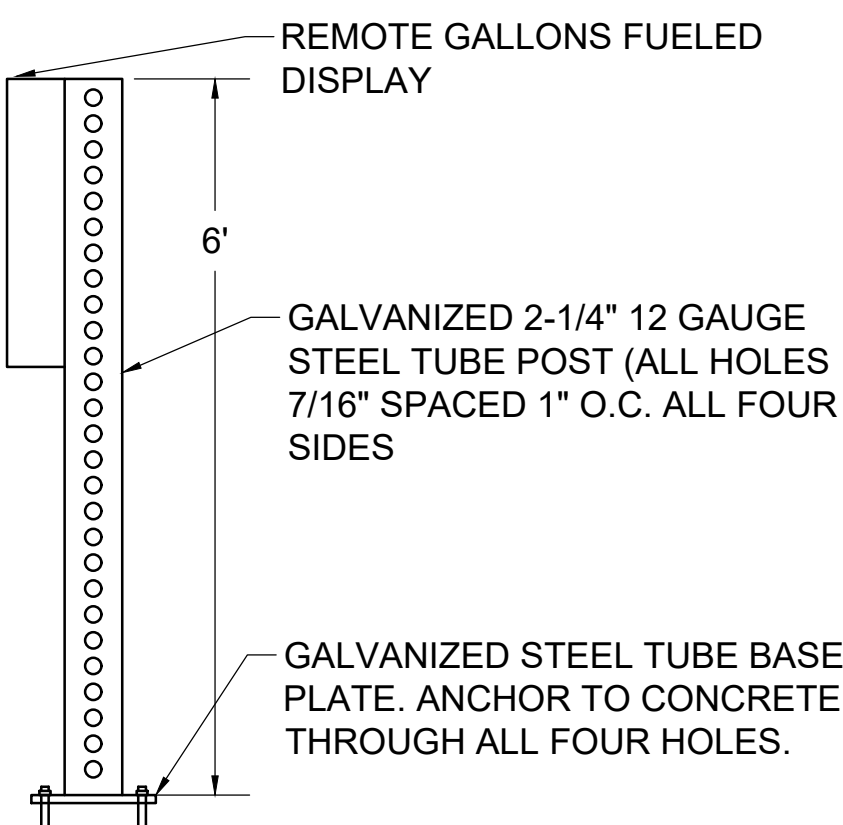
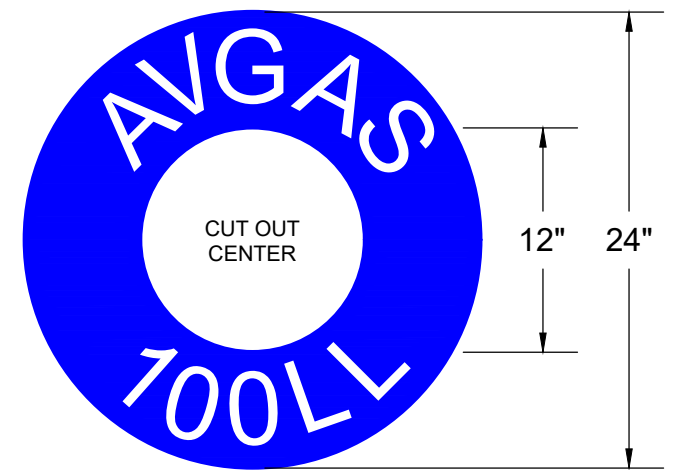
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ALUMINUM PLATE. ENAMAL PAINTED. WHITE BACKGROUND AND MIN. 1-1/2\"/>



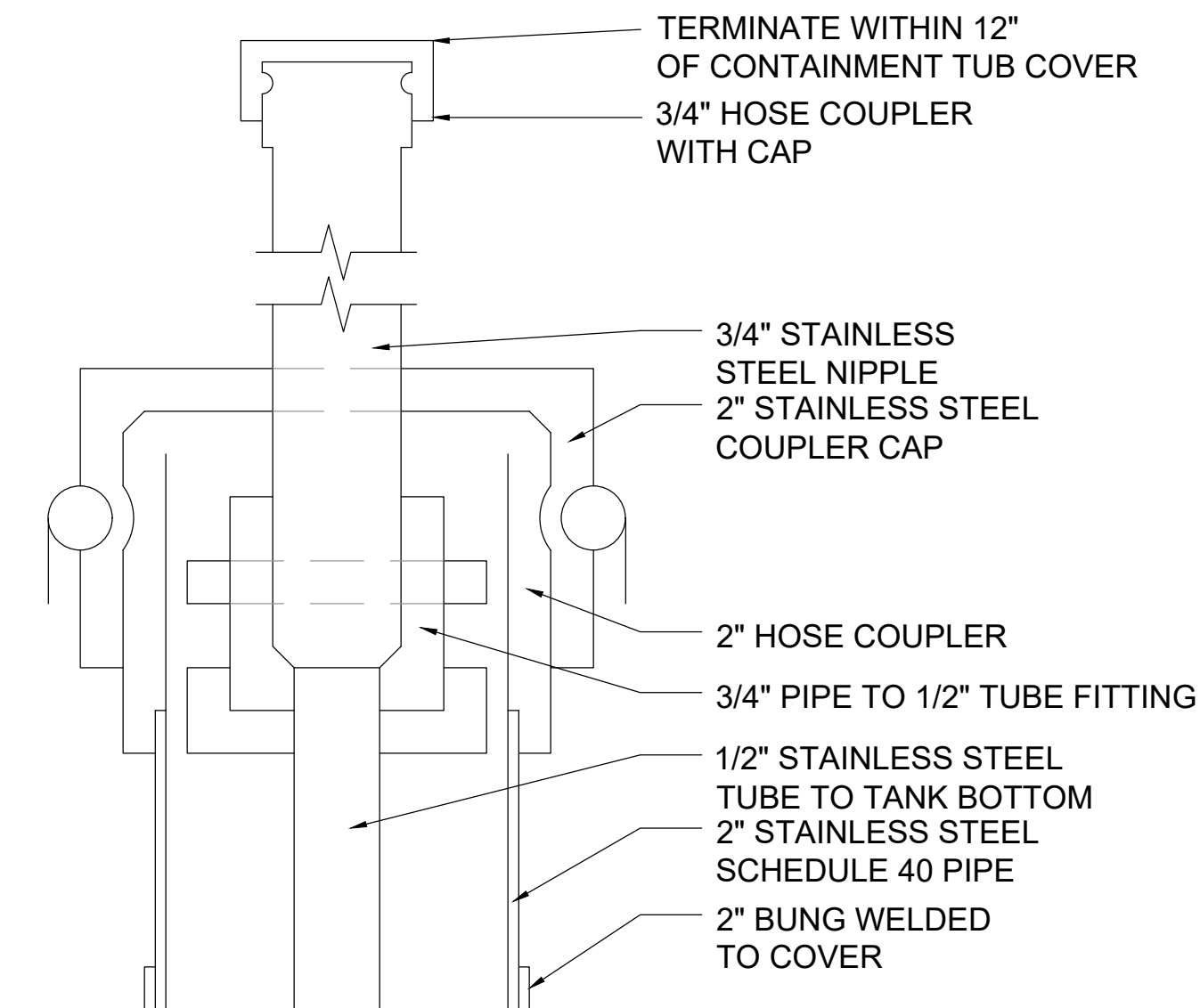
4 TYPICAL CONCRETE PAD

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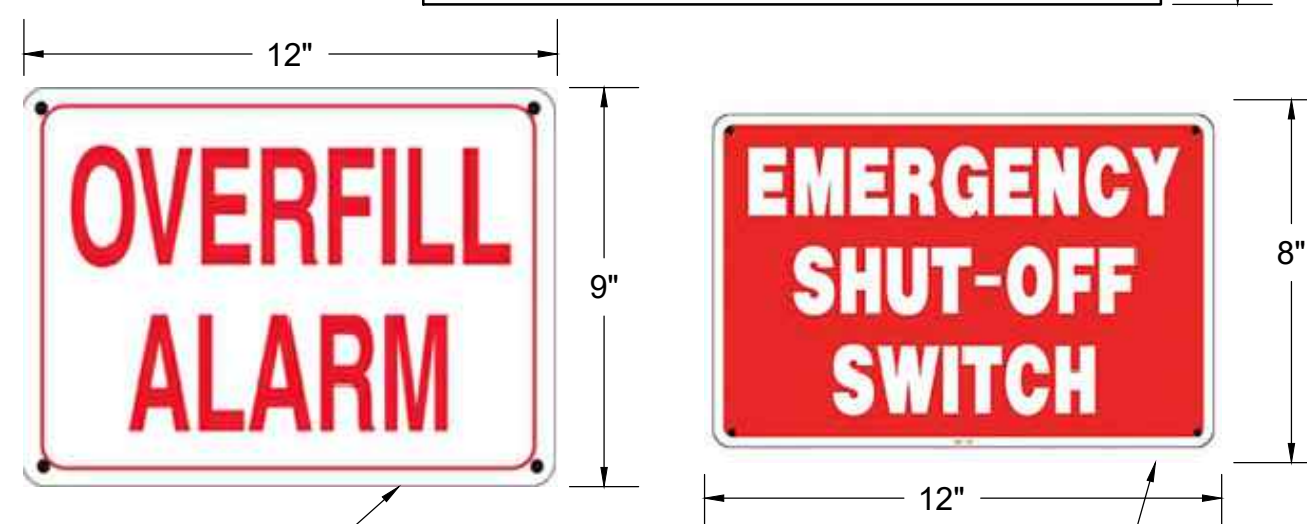
9 REMOTE FUEL DISPLAY

F103
F104



5 SAMPLE PORT

F107
F108



1 SIGN DETAILS

F103

7 OFFLOAD FILL POINT MARKING DETAIL

F103
F107

Endpoint Solutions

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SEH Project	SSTPA_187258	Rev. #	Revision Issue Description	Date	Rev. #	Revision Issue Description	Date
Drawn By	BMF	-	90% DESIGN DRAFT	10/24/25	#	#	#
Designed By	WCW	#	#	#	#	#	#
Checked By	WCW	#	#	#	#	#	#

Endpoint Solutions

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2025 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

DETAIL SHEET

F109
23 of 33

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GENERAL STRUCTURAL NOTES

1. These notes detail requirements for the design represented in these documents and are to be read in conjunction with the specifications. Any discrepancies or conflicts between the two shall be brought to the attention of the Structural Engineer of Record (SER) for resolution. In these Notes and the Specifications, the word "shall" means "has a duty to."
2. These drawings are for this specific project and no other use is authorized.

GOVERNING BUILDING CODE:

2020 Minnesota State Building Code
2018 International Building Code as adopted and amended by the state building code

DESIGN CODES AND STANDARDS:

All codes adopted by reference in IBC Chapter 35

DESIGN LOADS PER ASCE 7-16

Risk category I

1. Live load:	
Floor slabs	100 PSF
Roof live load	20 PSF
2. Dead load:	
Superimposed roof load	10 PSF
3. Snow loads:	
Ground snow load	50 PSF
Importance factor	1.10
Sloped roof snow load	34 PSF + drifting & unbalanced
Snow on overhang	68 PSF + drifting & unbalanced
Snow exposure factor	1.0
Thermal factor	1.0
4. Rain Loads:	
Rain Load Intensity	3.06 in/hr (60-min)
5. Wind loads:	
Wind speed (3 sec gust)	102 mph
Wind exposure	C
Mean roof height	10 feet
Kd	0.85
Kzt	1.0
G	0.85 (rigid building)
Structure is:	Enclosed
Internal press coef	+/-0.18
Interior walls	5 PSF lateral load
6. Seismic loads:	
Site class	D
Ss	0.047 g
S1	0.030 g
Fa	1.6
Fv	2.4
Sds	0.05 g
Sd1	0.047 g
Ie	1.25
Seismic design category	A

DESIGN / CONSTRUCTION CRITERIA

1. The contractor shall verify dimensions and conditions before construction and notify the engineer of any discrepancies, inconsistencies, or difficulties affecting the work before proceeding.
2. All material, workmanship, and details shall be in accordance with typical competent construction practices, current manufacturer's recommendations, and all applicable codes and government regulations.
3. The contractor shall coordinate all disciplines, verifying size and location of all openings, whether shown on structural drawings or not, as called for on process, architectural, mechanical, electrical or other drawings. All conflicts, inconsistencies, or other difficulties affecting structural work shall be called to the architect and engineer's attention for direction before proceeding.
4. Equipment and structural anchor rod sizes, types, embedment, and patterns shall be verified with the manufacturer or fabricator. All anchor patterns shall be templated to ensure accuracy of placement.
5. The contractor shall supply all necessary temporary bracing, shoring, guying, or other means to avoid excessive stresses and to hold structural elements in place during construction.
6. Job site safety (including excavations) is the sole responsibility of the general contractor and their subcontractors.
7. The engineer is not responsible for construction means, methods, techniques or practices. Where drawings and details imply, they are provided to show final construction. If a contractor desires to use different means and methods than implied by these drawings, submit similar details for review.
8. Standard or typical structural details are intended to illustrate design concepts and to specify material and required physical dimensions matching or similar to the referenced locations in the drawing set. Standard details apply whether or not they are cut on the drawings.
9. There is no provision for future vertical or horizontal expansion in the design.

EXISTING CONSTRUCTION

1. Before proceeding with any work within the existing facility, the contractor shall familiarize themself with existing structural and other conditions. It shall be the contractor's responsibility to design, provide, and erect all necessary bracing, shoring and other safeguards to maintain all parts of the existing work in a safe condition during the process of demolition and construction and to protect from damage those portions of the existing work which are to remain.
2. The contractor shall field verify the dimensions, elevations, etc. necessary for the proper construction and alignment of the new portions of the work to the existing work. The contractor shall make all measurements necessary for fabrication and erection of structural members. Any discrepancy shall be immediately brought to the attention of the engineer.
3. Any existing construction damaged in the removal of adjacent elements shall be replaced at the contractor's expense.
4. Where existing concrete elements are to be demolished and reinforcing is not required to remain, cut existing reinforcing flush with concrete to remain and coat with epoxy, unless covered with concrete in final construction.

FOUNDATIONS

1. CAUTION: Existing underground utilities may exist anywhere on the site. Notify owner and Gopher One-Call (800) 252-1166 prior to disturbing any grade or excavation.
2. Material Definitions and Gradations:
- a. Non-frost-susceptible fill:
- 100% passing 1" sieve
 - < 50% passing #40 sieve
 - < 6% passing #200 sieve
 - < 2% organic content
- b. Aggregate Base:
- 100% passing 1" sieve
 - 70-100% passing 3/4" sieve
 - 45-90% passing 3/8" sieve
 - 35-80% passing #4 sieve
 - 20-65% passing #10 sieve
 - 10-35% passing #40 sieve
 - 3-10% passing #200 sieve
 - < 2% organic content
 - Large aggregates through #4 have minimum 25% fractured faces or crushed (per gradation)
- c. Aggregate Filter/Base:
- 100% passing 1" sieve
 - 85-100% passing 3/4" sieve
 - 45-90% passing 3/8" sieve
 - 20-60% passing #4 sieve
 - 0-10% passing #10 sieve
 - 0-6% passing #200 sieve
 - < 2% organic content
 - Large aggregates through #4 have minimum 75% fractured faces or crushed
- d. Granular Structural Backfill:
- 100% passing 1" sieve
 - 0-65% passing #10 sieve
 - 0-65% passing #40 sieve
 - 0-10% passing #200 sieve
 - < 2% organic content

FOUNDATIONS (CONT)

3. Structural foundations consist of wall and spread footings established on material capable of safely supporting 1500 PSF as recommended by IBC minimum bearing pressure. The structural engineer is not responsible for the accuracy or content of the subsurface soil conditions described in the specifications, test borings, or geotechnical report. A licensed geotechnical engineer shall be present during construction to test, inspect and verify all assumed soil conditions as required.
4. Soil criteria:
- | | |
|--|---|
| Q100/design water elevation | GRADE |
| Measured groundwater elevation at the time of drilling | NA |
| Dewater as required to keep excavations dry | |
| Frost depth | 42 inches (heated building)
60 inches (unheated structure) |
| Anticipated max differential settlement | 1/2 inch |
| Anticipated max total settlement | 1 inch |
5. Limit compaction to hand operated power equipment within 8 feet of wall.
6. More than 8 feet away from walls, place fill in 8-inch loose lifts and compact to 98 percent Standard Proctor beneath foundations, 95 percent otherwise.
7. When placing compacted fill adjacent to foundation walls and piers, place backfill at equal rates on both sides to prevent overturning or structural damage.
8. Contractor shall provide for dewatering.
9. Moisture content in soils beneath building locations should not be allowed to vary after footing excavations and after grading for slabs on grade are completed to a degree that would de-stabilize the compacted soil. If subgrade materials become desiccated or softened by water or other conditions, remove and replace with engineered fill as recommended by the geotechnical engineer. Do not place concrete on frozen ground, nor allow ground beneath foundations to freeze. All foundation work shall be placed on substrate approved and tested by geotechnical engineer of record.
10. Do not place backfill on frozen subgrade. Do not place frozen backfill.
11. Slabs on grade shall be constructed on a subgrade of native material compacted to at least 98 percent of its maximum dry density (standard proctor), and 6 inches of Aggregate Base or Aggregate Filter/Base (as defined above)below the slab compacted to 100 percent standard proctor density UNO in geotechnical report. In wet or potentially wet situations, use Aggregate Filter/Base (as defined above).
- Grading: where not specifically shown on the plans, it is intended that all excavated and backfilled areas shall be graded to slope away from buildings and other structures.

CONCRETE

1. All concrete except as noted in the following paragraphs shall meet the following requirements:
- Compressive Strength f_c = 4,000 PSI min at 28 days
 - Water / (cement + pozzolan) ratio 0.45 max (0.40 max if exposed to sulfates)
2. Concrete used in exterior flatwork and stoop slabs shall meet the following requirements:
- Compressive Strength f_c = 4,500 PSI min at 28 days
 - Water / (cement + pozzolan) ratio 0.42 max
3. Concrete and grout exposed to frost (including foundation walls) shall be air entrained 6% +/- 1.5%.
4. Do not add water to concrete at the jobsite without written approval of the SER, and in no case in excess of the water in the approved mix design.
5. No chloride containing admixtures are allowed.
6. All concrete is normal weight UNO.
7. When fly ash is used air-entrained concrete, air entraining shall be adjusted as necessary to account for LOI.
8. Measured from the time water and cement are batched together, no more than 90 minutes shall elapse until concrete is placed. This time shall be reduced by two minutes for every degree that concrete temperature exceeds 75 degrees Fahrenheit. These criteria may be relaxed by the use of set-controlling admixtures.
9. Protect concrete in accordance with ACI 305 and ACI 306 for hot weather concreting and cold weather concreting respectively.
10. Concrete being placed shall be protected from rain. If rain falls on concrete before it has set, or within 3 hours of placement in any event, contractor shall bear cost of testing to prove concrete is unaffected, and shall remove and replace affected concrete to the satisfaction of the engineer.
11. Wet cure (poly and burlap or proprietary blankets kept moist daily) for a minimum of 7 days; sides of footings may be buried after 24 hours. Contractor is responsible for staining caused by burlap in visible areas
12. Coordinate with other trades for sleeves, conduit, electrical grounding wires, inserts, underground utilities, and other items to be embedded into concrete and verify that they are properly installed and supported before casting concrete. Holes through slab or wall shall leave minimum 1 inch clear to reinforcing; shift reinforcing as required. Placement of such items shall be coordinated with reinforcing placement where they would otherwise displace each other. For instance, in areas with a single mat of reinforcing, east-west conduit should be placed with east-west reinforcing and north-south conduit is placed with north-south reinforcing.
13. In no case shall embedments violate the required concrete cover. Conduit and pipes, with their fittings, embedded in concrete shall not be larger in outside dimension than 1/3 the overall thickness of slab, wall, or beam in which they are embedded and shall not be spaced closer than three diameters on center. Conduit and pipes placed within 2 feet below bottom of slabs and footings shall not be spaced closer than three diameters on center and shall be encased in CLSM or concrete vibrated to flow around conduit.
14. No uncoated aluminum items shall be embedded in any concrete. All aluminum surfaces in direct contact with concrete shall receive one coat of 8-12 mil dry film thickness bitumastic.
15. Bevel all exposed corners of concrete 3/4"x3/4".
16. All interior slabs on grade shall be placed over 15 Mil vapor retarder meeting ASTM E1745 class A, with joints welded or lapped and sealed according to manufacturer's recommendations. Vapor retarder shall permit less than 0.01 perm after conditioning. All damage and penetrations shall be sealed according to manufacturer's recommendations.
17. All concrete to be trowel finished shall be tested for air content, whether or not it is purposely air entrained. If concrete contains more than 2 percent entrained air, delay start of finishing to preclude weakened air-rich plane just below surface.

REINFORCING STEEL

1. All concrete is reinforced concrete UNO. This does not apply to CLSM or grout fill. Reinforce all concrete not otherwise shown with same steel as in similar sections or areas. Any details not shown shall be detailed per ACI 315 and meet requirements of ACI 318, current editions.
2. All reinforcing steel shall conform to the requirements of ASTM A615 grade 60 steel. Reinforcing steel shall not be welded without authorization of the SER, and if welded shall be A706 grade 60 steel. Reinforcing to be welded shall only be welded to structural steel, not other reinforcing. UNO. Welded plain wire fabric shall be supplied in sheets, not rolls, and conform to the requirements of ASTM A185.
3. Clear minimum cover of concrete over reinforcing steel shall be as follows UNO:
- 3" Concrete placed against earth
 - 3" Top mat of base slabs to receive waterstops at wall joint
 - 2" All other concrete
4. All reinforcing shall be tied to crossing reinforcing on at least every other bar (every bar at perimeter), and sufficiently to resist displacement from workers and placement of concrete.
5. All footing dowels shall be accurately positioned and wired in place before casting footing concrete. Provide and install hooked dowels of same size and spacing as vertical reinforcement in all columns and walls, UNO. Position all anchor bolts with templates.
6. Bar lap table can be found on the first general sheet of the structural drawings.
7. Bar lap lengths in concrete and 90 degree end hooks shall be in accordance with the bar lap table UNO. This table lists class 'B' laps. "Lap" indicated in details shall be class 'B.' For epoxy coated reinforcing steel, increase lap length by 50% with c-c bar spacing < 6db and cover to center of bar <3db, otherwise increase by 20%. For masonry reinforcing, use f_c = 3000 psi values.
8. Bars marked continuous, corner bars, and all vertical steel shall be lapped in accordance with Bar Lap table at splices and embedments, UNO. Splice top bars near midspan and splice bottom bars over supports, UNO.
9. Corner bars shall project minimum 2'-6" beyond inside face of tank UNO. Lap to continuing bar according to Bar Lap table.
10. Slabs on ground with a single mat of reinforcing may be reinforced with FRP bars such as Gator Bar or similar, substituted one for one (same bar size and spacing) as the steel reinforcing called for on the drawings. FRP bar may not be substituted for steel reinforcing for any other purpose without written permission from the SER.
11. Bar support accessories shall be as specified in latest edition of the ACI detailing handbook and the concrete reinforcing steel institute design handbook. Maximum accessory spacing shall be 4'-0" on center, and all accessories on exposed surfaces shall have plastic coated ends. Chairs shall be supported on sand plates as required to keep from sinking into subgrade. WWF shall be supported by continuous bolsters or bars on chairs sufficiently close to prevent sheets from sagging appreciably during concrete placement. Support rebar used at contractor's option shall be extra bars supplied by contractor, not taken from design reinforcing.
12. All exterior stoops, aprons, and concrete stairs shall be reinforced with epoxy coated bars UNO.

POST-INSTALLED ANCHOR RODS AND DOWELS

1. UNO, anchors and reinforcing dowels installed in concrete or concrete masonry shall be as noted below. Post-installed anchors shall only be used where shown on the construction documents. Anchors not shown or noted on the drawings, those required by the contractor solely for his means and methods, or those required by mechanical/electrical and carrying less than 100 pounds of non-safety-related items, do not require special inspection.
2. Approved manufacturers are: HILTI, ITW / Redhead, Simpson, Dewalt / Powers, and Rawl.
- a. Post installed anchors shall have current ICC approval in accordance with ACI 355 and ICC ES corresponding to anchor base material.
- b. Submit product data and current ICC ES report or IAPMO report showing product is compliant with project code requirements for review.
- c. Contractor shall arrange for manufacturer's rep to train all installers on the complete installation process. A letter of procedure stating method of drilling, the product for use, the complete installation procedure, manufacturer training date and a list of the personnel trained on anchor installation shall be submitted to the engineer.
- d. Substitution requests of alternate products must be approved in writing by structural engineer of record prior to use by providing technical data that the substituted product is capable of meeting performance requirements of specified products including but not limited to the following basis of design parameters ACI 355.2 or ACI 355.4 qualifications.
3. Permanent anchors exposed to earth, weather, or corrosive environments, including all anchors in wet areas of WWTP and water treatment plant work, and anchors engaging stainless steel or aluminum members, shall be stainless steel type A304 or 316; anchors in contact with sewage or chloride deicer runoff shall be type 316. Otherwise, anchors shall be zinc plated, minimum ASTM A36 material, unless ASTM A193 grade B7 is noted in the drawings, and shall be according to ASTM F1554. Reinforcing dowels shall be of the same size (U.N.O.), material and coating (if any) as the continuing reinforcing.
4. Where expansion anchors are called for, contractor may substitute screw type anchors with self-tapping threads or adhesive anchors of the same size and embedment, subject to review of capacity by the engineer for the product substituted. Where adhesive anchors are called for, other types shall not be substituted. Screw type anchors shall not be re-used on permanent work.
5. Adhesive shall have a current ICC ES report. Use high viscosity adhesive and placement devices in consultation with the manufacturer for overhead work. Adhesive anchors in overhead or horizontal installation shall be subject to continuous special inspection during installation and shall only be performed by installers certified per ACI/CRSI Adhesive Anchor Certification Program Section 17.8.2 or Engineer approved equivalent. Use low temperature formulations for cold weather work. Do not apply load to anchors until their capacity has been assured.
6. Anchors installed in concrete masonry and precast hollow core concrete shall be installed in cores grouted solid. Minimum grout strength f_g = 3,000 PSI. Minimum 12 inches of grout each way along horizontal cores from anchor. Vertical cores shall be grouted full height. Anchors installed in masonry shall not be installed within 1 1/2 inches of any head joint unless block are square end and mortared across full width of head joint, or filled bond beam.
7. Holes shall be drilled dry, cleaned, and maintained until installation in accordance with manufacturer's recommendations and ICC-ES report using standard rotary-impact bits and oil-free compressed air. Diamond core bits shall not be used unless specifically approved by the manufacturer.
8. The general contractor shall engage a testing company to locate existing reinforcing bars, PT tendons, and embedded items, by non-destructive means (GPR, X-ray, or other approved means) prior to drilling for installation of anchors. Notify EOR of any conflicts with existing embedded items. Do not cut or damage existing reinforcing or embedded items unless approved by the EOR.
9. Maintain critical spacing and edge/corner distances as recommended by manufacturer UNO in the drawings.
10. UNO, anchors shall be installed to the following minimum embedments:

	Diameter	CIP Concrete (1)	Grouted CMU (1)
Expansion:	3/8 inch	3 inches	3 inches
	1/2 inch	3 1/4 inches	4 1/2 inches
	5/8 inch	4 inches	5 inches
	3/4 inch	4 3/4 inches	6 1/4 inches
Screw:	3/8 inch	3 inches	4 inches
	1/2 inch	4 1/2 inches	5 1/2 inches
	5/8 inch	4 3/4 inches	6 1/4 inches
	3/4 inch	6 1/4 inches	8 inches
Adhesive*:	3/8 Inch	3 3/8 inches	4 1/2 inches
	1/2 inch	4 1/2 inches	5 1/2 inches
	5/8 inch	5 5/8 inches	6 3/4 inches
	3/4 inch	6 3/4 inches	8 1/2 inches

- (1) Drilled hole shall stop minimum 1 1/2 inches from far face of concrete and minimum 2" from far face of CMU.
- *For adhesive at reinforcing bars, increase embedment above by 33%.
11. All anchors shall have intermittent special structural inspection by one of the following, UNO. Load tests shall be to 150 percent of service capacity or 75 percent of ultimate strength, with no appreciable slip, permanent deformation, or concrete damage. Anchors which fail this test shall be replaced at no cost to the project. Two failures in a given installation shall result in mandatory load testing at double the rate noted below.
- a. Expansion and screw anchors:
- Witness installation with torque wrench according to manufacturer's recommendations and requirements of ICC report;
 - Test all anchors with torque wrench after installation (including load test of 5 percent of installed anchors); or
 - Load test of 10 percent of installed anchors by supplier or third party inspector
- b. Adhesive anchor rods and dowels:
- Witness installation according to manufacturer's recommendations and requirements of ICC report; or
 - Load test of 10 percent of installed anchors by supplier or third party inspector

LUMBER AND WOOD FRAMING

1. Quality and construction of wood framing members and their fasteners for load supporting purposes not otherwise indicated on the drawings shall be in accordance with the International Building Code. Cutting, notching, drilling, or coring of members or shear walls shall be permitted only as detailed, or with written permission of the SER.
2. Minimum wood grades shall be as follows. Other species with equal or greater properties may be substituted. If Southern Yellow Pine is substituted, allowance must be made for difference in standard dimensions. Submit signed calculations by contractor's structural engineer, licensed in the state of the project, if substitutions are submitted.
- Bending members (joists, beams and headers): No. 2 and Better Spruce-Pine-Fir (SPF) visually graded lumber or equal (allowable bending stress 875 PSI, allowable shear stress of 135 PSI and an elastic modulus of 1,400,000 PSI).
 - Axially loaded members (studs, posts and columns): Stud grade SPF visually graded lumber (allowable compression of 725 PSI and an elastic modulus of 1,200,000 PSI) unless noted otherwise per UNO in plan.
 - Plates shall be no. 2 or better grade, sufficiently straight to lay flat. Plates on masonry, concrete, or precast concrete shall be treated, with stainless steel anchors.
3. Refer to architectural drawings for locations of fire rated walls. Provide sheathing and studs in accordance with wall assemblies in shear wall schedule. Exterior sheathing shall be minimum 7/16 inch Structural 1 grade / APA span rated, fastened to studs with 8D nails at 6 inches on center at edges and 12 inches on center in the field of a panel, but in any event shall be fastened with number and size of fasteners not less than that set forth in table 2304.9.1 of the International Building Code. In end walls, fasten edges of each panel with 8D nails at 4 inch spacing. Any panel joints perpendicular to supports shall be blocked with solid 2x6 blocking. Floor sheathing shall be APA rated tongue and groove Stud-I-Floor, Exposure 1, glued and nailed with 8d ring shank nails or #10 screws at 12" on center at all supports. Roof sheathing shall be Structural 1 grade / APA span rated. For low-slope or flat roofs (roofs with pitch less than 2:12, or 2inch per foot) provide panel clips along the panel edge running perpendicular to the support framing as specified by the APA Engineered Wood Construction Guide.
4. Beams built up of multiple members shall be nailed or otherwise fastened together in accordance with table 2304.9.1 of the International Building Code.
5. Lintel or header members shall have minimum 3 inches of bearing. Joists shall bear full width of supporting members (stud walls, beams, etc.).
6. Bridging of stud bearing walls and shear walls shall be solid matching sheathing joists.
7. Joist blocking and bridging shall be solid wood or cross bridging of either wood or metal straps. Spacing in any case shall not exceed 8'-0" or half of span.
8. Joists or trusses and studs shall be lined up where they are at the same spacing. Where not at the same spacing or if they can't be lined up, provide triple top cap.
9. Otherwise, top caps shall be double 2x members, lapped minimum 48 inches with at least six 16d nails at each lap and not more than 16 inches between nails. Splice at studs only.
10. Sill plates shall be bolted to concrete walls or steel beams with 1/2" diameter bolts at 48" on center, and no more than 6 inches from end of wall. Plates in direct contact with concrete or masonry shall be treated lumber.
11. Provide double joists under parallel partitions.
12. Joist hangers shall be Simpson Strong-Tie, USP, or approved equal.
13. Bolts in wood shall not be less than 7 diameters from the end and 4 diameters from the edge of the member to centerline of bolt. Bolt holes in wood shall be drilled 1/32 inch larger than the bolt diameter. Bolt heads and nuts bearing on wood shall have standard cut washers.
14. All screws shall be high strength self-tapping screws with integral washer heads. If manufacturer is different than noted, submit for review with strength data. All screws shall have a minimum steel strength of 100,000 psi. All screws greater than 5/16" diameter shall have pre-drilled pilot holes per manufacturer's recommendations.

SHOP DRAWING REVIEW

1. Short Elliott Hendrickson Inc. (SEH) will review the general contractor's (GC) shop drawings and related submittals (as indicated below) with respect to the ability of the detailed work, when complete, to be a properly functioning integral element of the overall structural system designed by SEH. In general, submittals will not be reviewed for correct quantities or construction considerations. SEH shall review shop drawings and related materials with comments provided that each submission has met the requirements herein. SEH shall return without comment unrequired material or submissions without GC approval stamp.
2. Any items requiring submittal of calculation packages shall have calculations submitted prior to or as part of the shop drawing submittal they accompany. Shop drawings submitted prior to submittal of required calculations will be rejected. All calculations shall be sealed and signed by an engineer licensed in the state of the project. The supplier's engineer must provide calculations for all systems and connections that differ from the drawings. Design shall comply with the requirements in these notes, the drawings and the specifications.
3. Prior to submittal of a shop drawing or any related material to SEH, the GC shall:
- Review each submission for conformance with the means, methods, techniques, sequences and operations of construction and safety precautions and programs incidental thereto, all of which are the sole responsibility of the GC.
 - Review and approve each submission.
 - Stamp each submission as approved.
4. SEH shall assume that no submission comprises a variation from the contract documents unless the GC advises SEH with written documentation. Should SEH require more than ten (10) working days to perform the review, SEH shall so notify the GC. Submittals shall include drawings and related material (if any) as indicated below.
- Concrete mix designs and material certificates including admixtures, compounds applied to the concrete after placement, and associated product data. See specifications.
 - Aggregate tests and concrete test history for each mix design, with the submission of concrete mix designs.
 - Reinforcing steel shop drawings including erection drawings and bending details. Bar list will not be reviewed for correct quantities. Include elevations of all reinforced concrete masonry walls and all concrete walls with footing steps or other elevation changes, at a scale no smaller than 1/8" = 1'-0" showing all required reinforcing.

SPECIAL INSPECTION

1. Special inspection and testing is required according to the table on the first general sheet of the structural drawings. Refer to specification section 01 45 10 for responsibilities. Contractor shall coordinate with SER, testing agency and geotechnical engineer throughout the project.
- Special Inspections shall be performed in accordance with IBC Chapter 17.
 - Special Inspection of reinforcing steel and anchor rod placement shall be performed prior to concrete placement or during anchor rod installation for adhesive anchors.
 - Continuous inspection during concrete placement is required.
 - Conduct concrete slump tests in accordance with ASTM C143.
 - Obtain set of a four (4) concrete test cylinders each time concrete is placed. Make test cylinders in accordance with ASTM C39.
 - See these Notes for testing of Post-Installed anchors and rebar where installation is not witnessed.
 - It is assumed that shop welding, bolting, and general configuration inspection will be performed on the premises of a fabricator registered and approved to perform such work without Special Inspection. G/C shall submit fabricator documents, standards, and procedures in accordance with IBC 1705.2.
 - It is assumed that precast concrete will be cast on the premises of a fabricator registered and approved to perform such work without Special Inspection. G/C shall submit fabricator documents, standards, and procedures in accordance with IBC 1705.2.
 - Reports of Special Inspections shall be provided, at the frequency noted above, to the Owner, Contractor, and Engineer of Record by the firm contracted to perform Special Inspections.
 - Special Inspection criteria presented above and in specification shall apply to all footings and foundation walls, but does not apply to non-structural slab on grade and site work concrete.

REQUIRED SPECIAL INSPECTION AND TESTS					
DESCRIPTION OF WORK PER IBC CHAPTER 17	Inspection Frequency		Testing		
	Continuous	Periodic	Yes	No	N/A
CONCRETE CONSTRUCTION					
1. Inspect Reinforcement		X		X	
2. Reinforcing Bar Welding	X		X		X
3. Inspect Anchors Cast In Concrete			X		
4. Inspect Anchors Post-Installed In Concrete	X			X	
5. Verify Use of Required Design Mix		X		X	
6. Prior to Concrete Placement, Fabricate Specimens For Strength Tests, Perform Slump And Air Content Tests, and Determine The Temperature Of The Concrete		X	X		
7. Inspect Concrete Placement For Proper Application Techniques		X		X	
8. Verify Maintenance Of Specified Curing Temperature And Techniques		X		X	
9. Inspect Prestressed Concrete Members					X
10. Inspect Erection Of Precast Concrete Members					X
11. Verify In-Situ Concrete Strength Prior To Post-Tensioning Concrete And Prior To Removal Of Shores And Forms From Beams And Structural Slabs					X
12. Inspect Formwork For Shape, Location And Dimensions Of The Concrete Member Being Formed		X		X	
SOILS					
1. Verify Materials Below Shallow Foundations Are Adequate To Achieve The Design Bearing Capacity		X	X		
2. Verify Excavations Are Extended To Proper Depth And Have Reached Proper Material		X	X		
3. Perform Classification And Testing Of Compacted Fill Materials Verify Use Of Proper Materials, Densities, And Lift Thicknesses During Placement And Compaction Of Compacted Fill		X	X		
4. Prior To Placement Of Compacted Fill, Inspect Subgrade And Verify That Site Has Been Prepared Properly	X		X		

SEH Project	SSTPA_187258	Revision Issue	Description
Drawn By	PAM		
Designed By	NRD		
Checked By			

Revision Issue	Description



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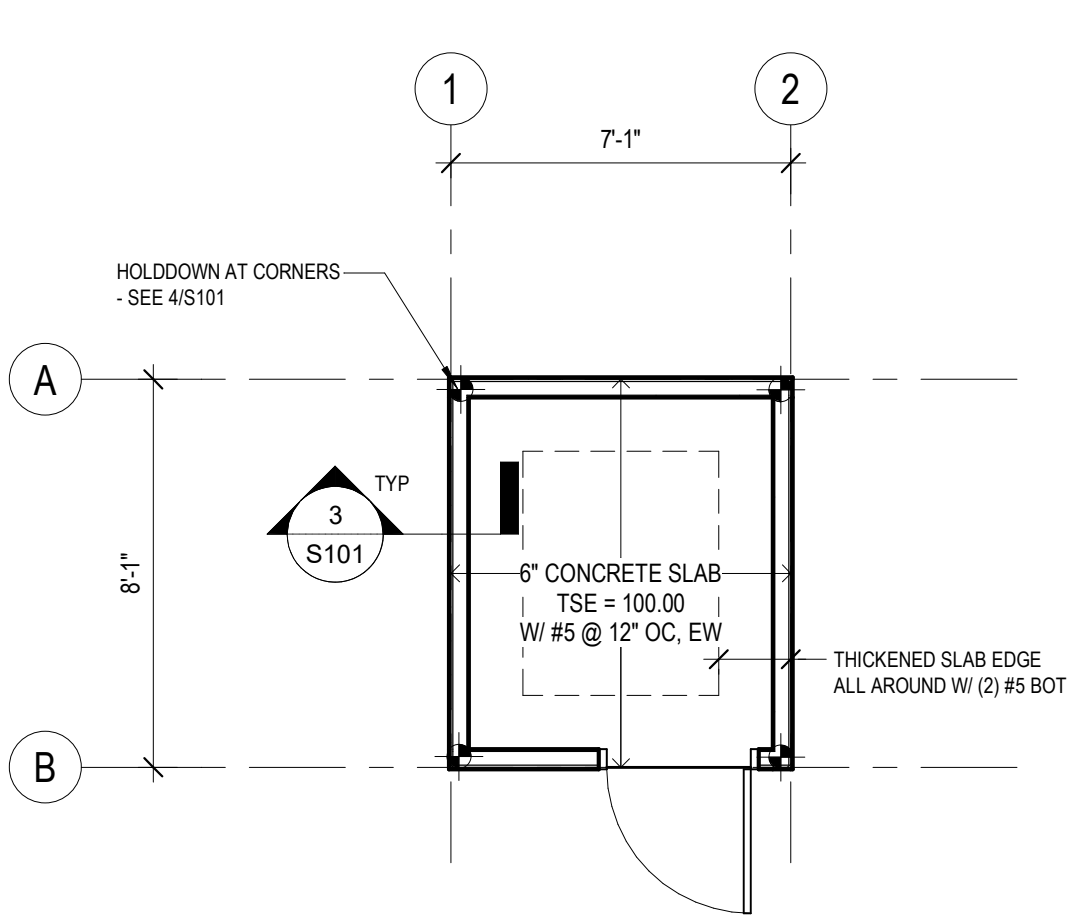
2026 FUEL SYSTEM REPLACEMENT

SOUTH ST. PAUL, MN

GENERAL STRUCTURAL NOTES

S001

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1/4" = 1'-0"
0 2' 4' 8'
PROJECT NORTH

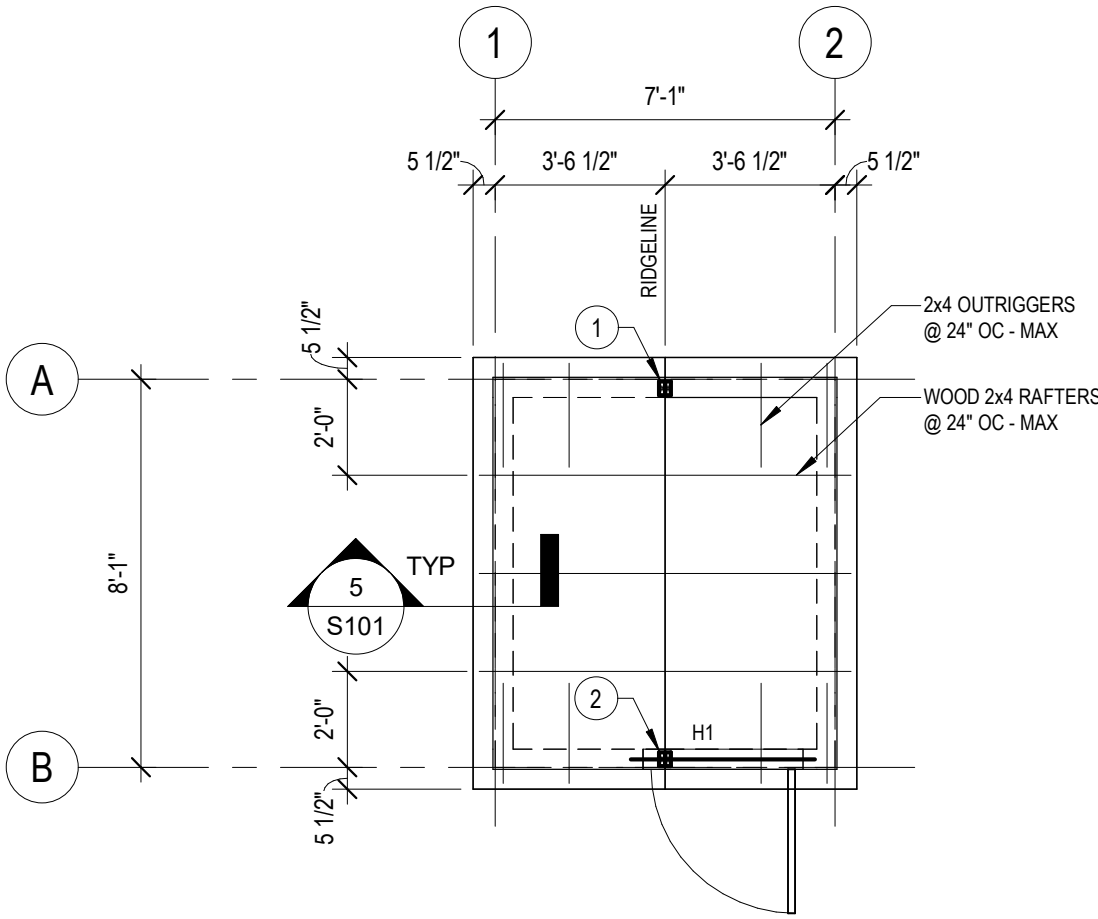
FOUNDATION PLAN GENERAL NOTES:

(TYPICAL UNLESS NOTED OTHERWISE)

- FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS.
- TSE = 100'-0" = ____ - VERIFY W/ CIVIL.
- VERIFY ALL DIMENSIONS AND CONDITIONS WITH ARCHITECTURAL DRAWINGS.
- SEE CIVIL/LANDSCAPING DRAWINGS FOR SIDEWALK AND SITE DETAILS AT BUILDING EXTERIOR.

FOUNDATION PLAN KEYNOTES:

1 XX



2
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1/4" = 1'-0"
0 2' 4' 8'
PROJECT NORTH

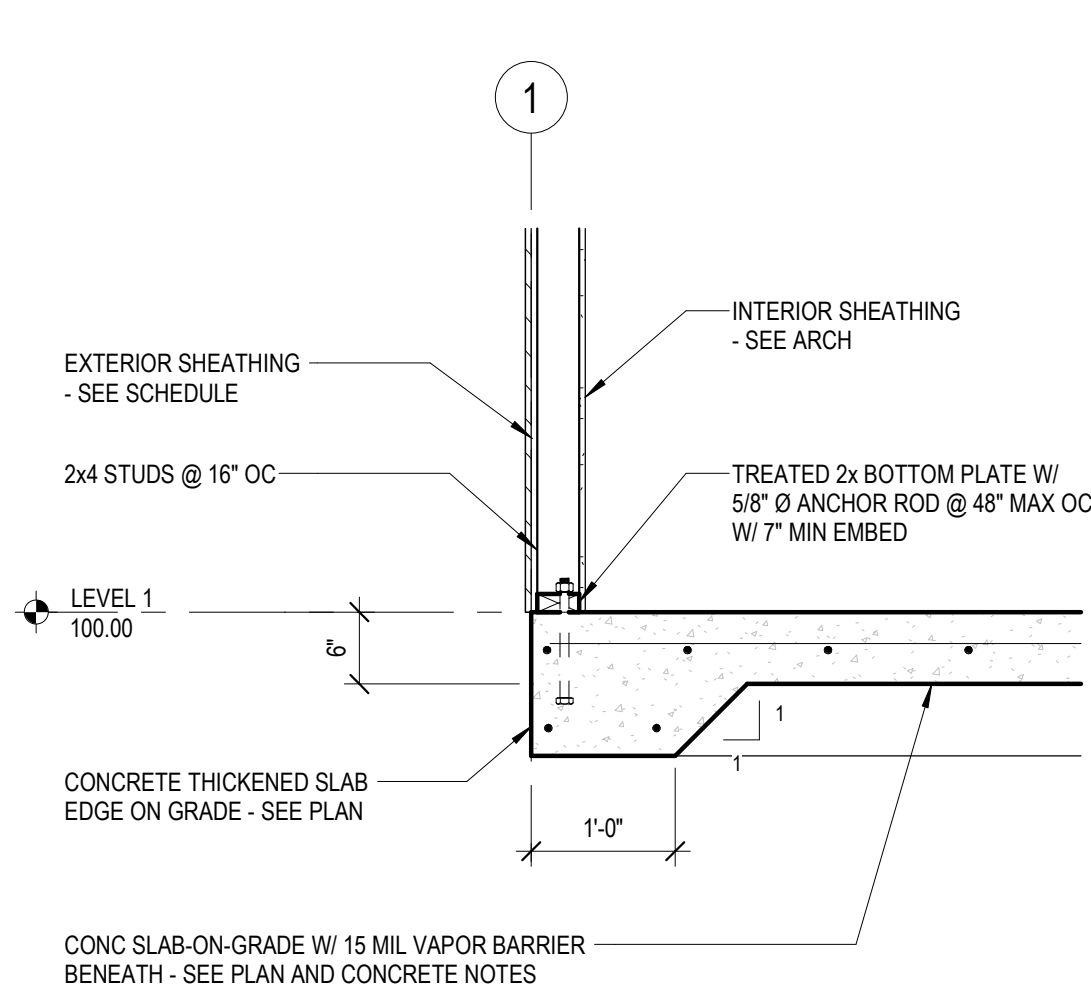
ROOF PLAN GENERAL NOTES:

(TYPICAL UNLESS NOTED OTHERWISE)

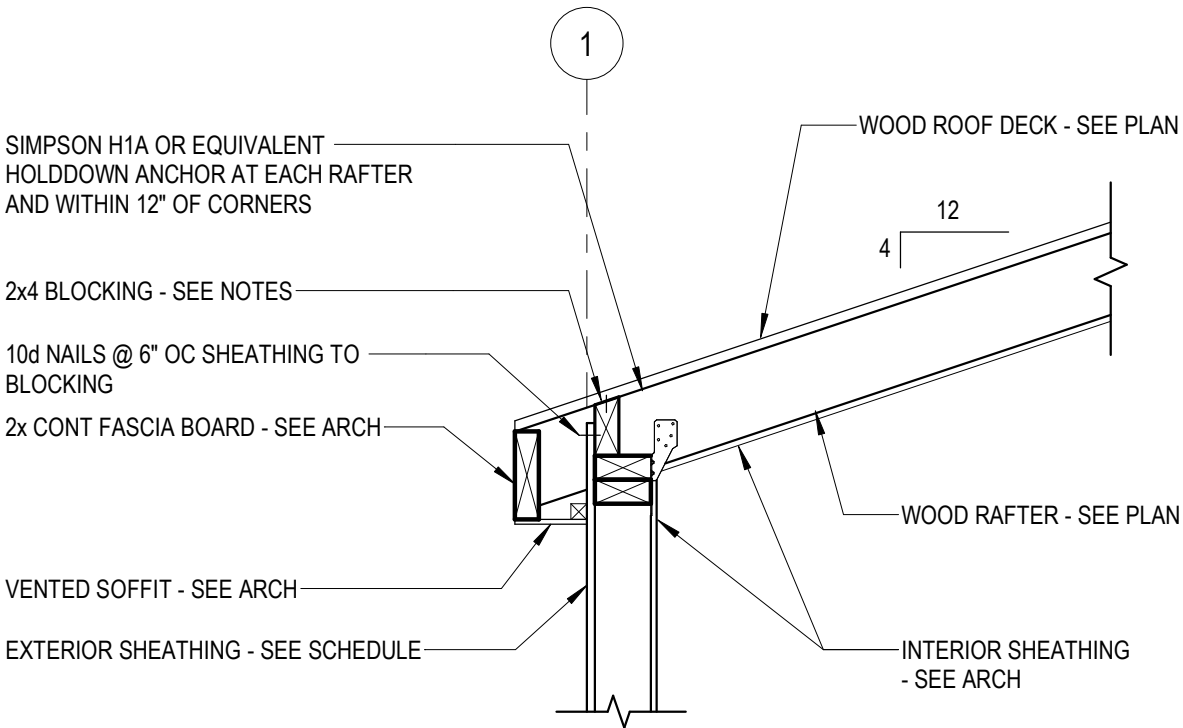
- ROOF SHEATHING: USE 3/4" APA RATED SHEATHING STRUCTURAL GRADE 1. MINIMUM 40/20 APA RATING.
- DIAPHRAGM NAILING: UNBLOCKED DIAPHRAGM W/ 10d NAILS @ 6" OC AT PANEL EDGES, 12" OC, IN FIELD.

ROOF PLAN KEYNOTES:

- (2) 2X4 COLUMN TO SUPPORT RIDGE BEAM FULL HEIGHT
- (2) 2X4 COLUMN TO SUPPORT RIDGE BEAM BEARING ON DOOR LINTEL

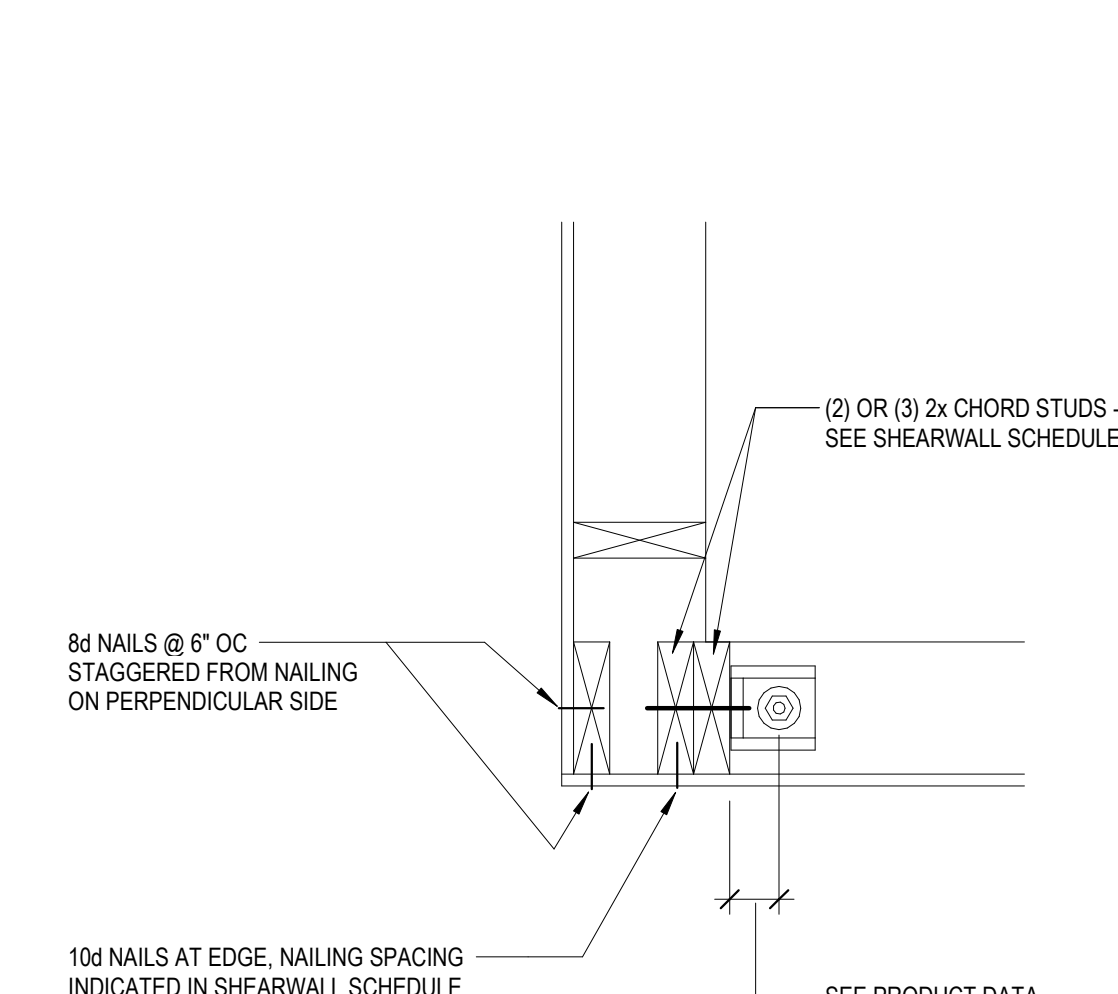


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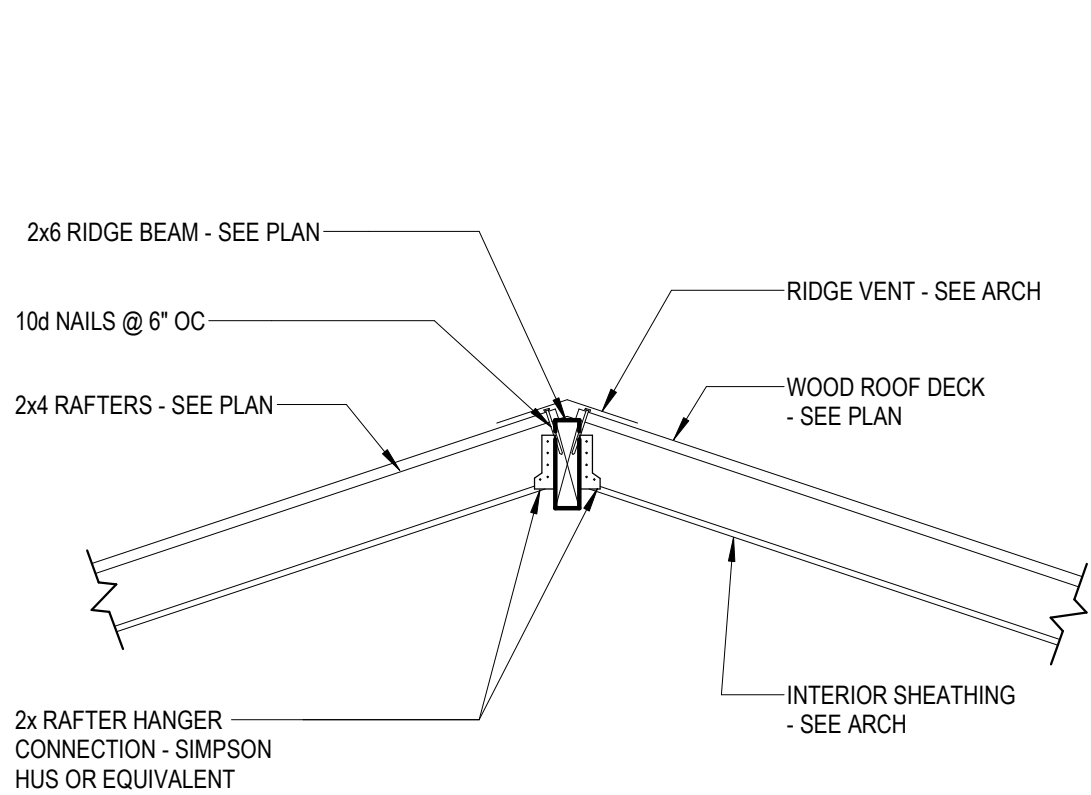


NOTE:
PROVIDE BLOCKING AT ROOF RAFTERS AS NECESSARY
TO PROVIDE NAILING SURFACE FOR SHEATHING.

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SHEARWALL SCHEDULE												
MARK	SHEATHING	THICKNESS	NAILS	SPACING		ANCHOR RODS			HOLD DOWNS (UNO ON PLAN)			
				EDGE	INTER.	SIZE	SPACING	EMBED	POST	TYPE	ANCHORS	EMBED
SW1	APA RATED SHEATHING OUTSIDE FACE	15/32"	8d	6"	12"	5/8" Ø	48"	7"	(2) - 2x STUDS MIN	SIMPSON DTT1Z EACH END	5/8" Ø 7" LONG HEADED "L" ROD	N/A

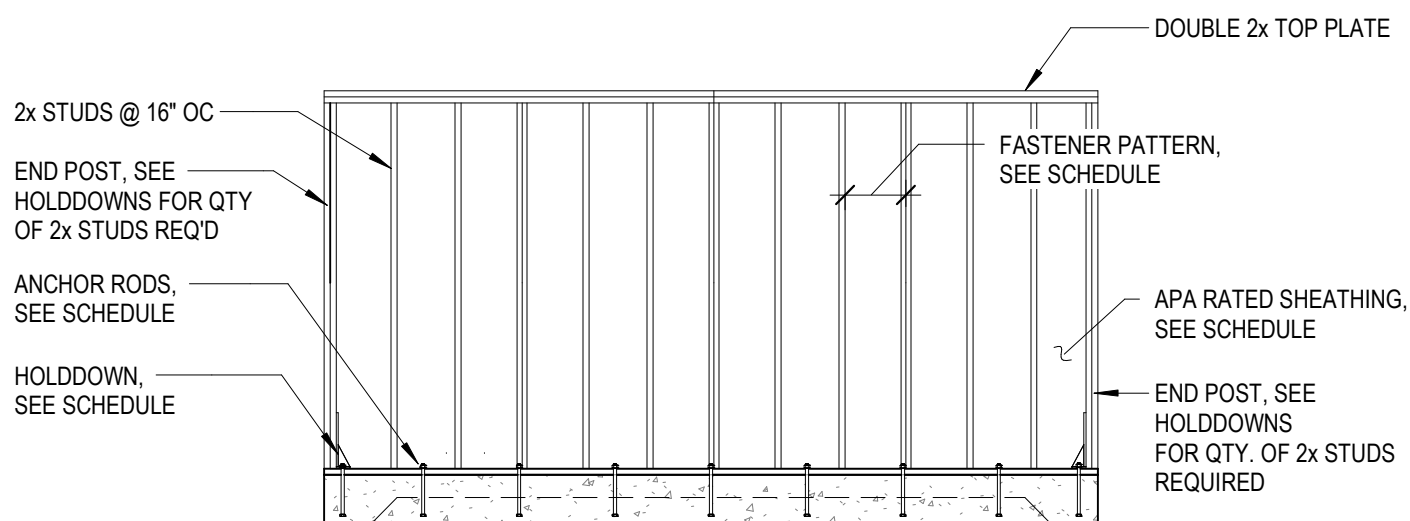
NOTES:

- SHEARWALL FRAMING TO BE 2x4 @ 16" OC UNLESS NOTED OTHERWISE. PROVIDE 2x BLOCKING FOR ALL JOINTS IN SHEATHING, EXCEPT WHERE NOTED.
- SHEARWALL FRAMING SHALL BE SOUTHERN PINE (S. PINE) STUD GRADE OR ANOTHER SPECIES WITH SPECIFIC GRAVITY OF 0.55 OR GREATER.
- ANCHOR RODS INDICATED AS HEADED MAY CONSIST OF THREADED ROD WITH STANDARD HEX NUT TACK WELDED TO EMBEDDED END.

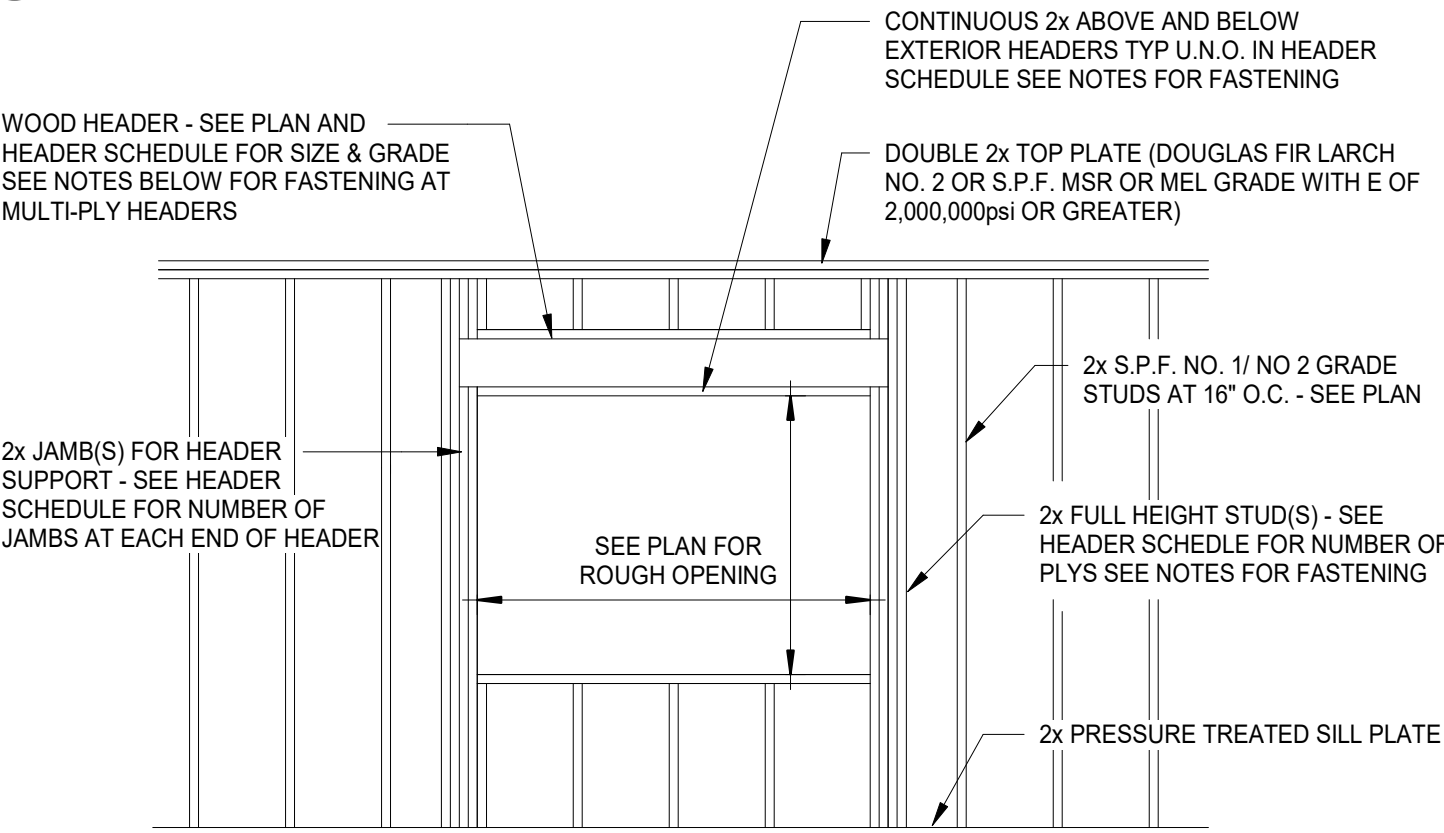
HEADER / JAMB SCHEDULE		
MARK	HEADER	JAMB
H1	(2) 2x8 (S. PINE) GRADE NO. 1/ NO. 2	(1) 2x TO BRG (1) 2x FULL HT

NOTES:

- SEE ARCH PLANS FOR ROUGH OPENING LOCATIONS AND HEADER ELEVATIONS.
- FASTEN BUILT UP HEADERS AND BUILT UP STUDS/POSTS PER TYPICAL DETAILS.
- FASTEN FULL HT BUILT UP STUDS TO TOP AND SILL PLATES W/SIMPSON (2) A35 CLIPS 2/(12) 8d NAILS EA CLIP. ONE CLIP EACH SIDE OF BUILT UP STUDS.
- FASTEN SILL PLATES TO CONC WALL BELOW FULL HT BUILT-UP STUDS W/ 1/2" Ø ANCHOR EACH SIDE SEE TYP DETAILS



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NOT TO SCALE



NOTES:

- SEE ARCHITECTURAL DRAWINGS FOR ROUGH OPENING TYPE AND LOCATION
- FASTEN FULL HEIGHT STUDS TO TOP PLATE AND SILL PLATE AS FOLLOWS UNO IN HEADER SCHEDULE:
a. TOP PLATE TO STUD - END NAIL W/ 2-16d COMMON or 3- 3"x0.131" NAIL
b. STUD TO SILL PLATE - TOE NAIL 4 - 8d COMMON or 4-3" x 0.131" NAIL, END NAIL W/ 2-16d COMMON or 3- 3"x0.131" NAIL
c. STUD TO SILL PLATE - TOE NAIL 4 - 8d COMMON or 4-3" x 0.131" NAIL, END NAIL W/ 2-16d COMMON or 3- 3"x0.131" NAIL
- AT WALL OPENINGS, FASTEN CONTINUOUS TOP/BOTTOM PLATES AT HEADERS AND SILL PLATES TO ADJACENT BUILT UP STUDS AS FOLLOWS: UNO IN HEADER/JAMB SCHEDULE OR ON PLAN
ROUGH OPENING WIDTH < 6'-0" END NAIL W/(2) 16d COMMON NAILS OR 3-3" x 0.131" NAIL
ROUGH OPENING WIDTH > 10'-0" PROVIDE SIMPSON LS-70 CLIP W/(8)- 0.148 X1 1/2" ABOVE AND BELOW HEADER + CONT PLATES (2) AT EA END. PROVIDE (1) SIMPSON LS-70 EACH END OF WINDOW SILL PLATE.
FASTEN BUILT UP HEADERS AS FOLLOWS:
a. 2-PLY FACE NAIL W/16d COMMON AT 16" OC ONE ROW EACH EDGE
b. 3-PLY - FACE NAIL W/2 ROWS OF 20d COMMON NAILS AT 32" OC STAGGER OPPOSITE SIDES
c. MULTI PLY LVLS (3 OR LESS) - FACE NAIL W/ 2 ROWS OF 16d NAILS AT 12" OC STAGGER ROWS ON OPP SIDES OF HEADER
-

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SEH Project SSTPA_187258
Drawn By PAM
Designed By NRD
Checked By

Revision Issue
Description

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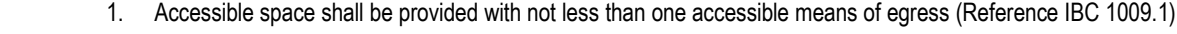
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2026 FUEL SYSTEM REPLACEMENT

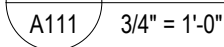
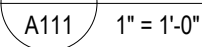
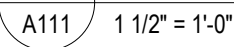
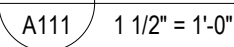
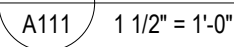
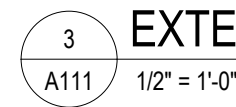
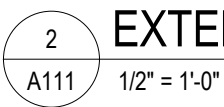
SOUTH ST. PAUL, MN

PLANS, ELEVATION, AND DETAILS

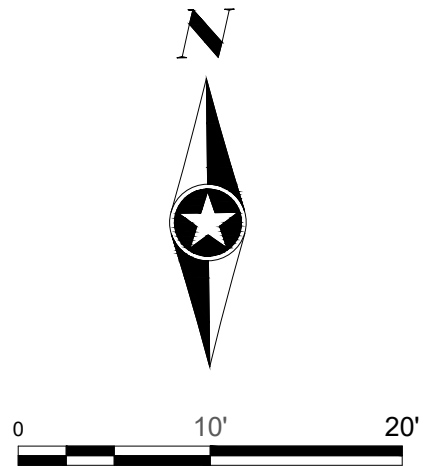
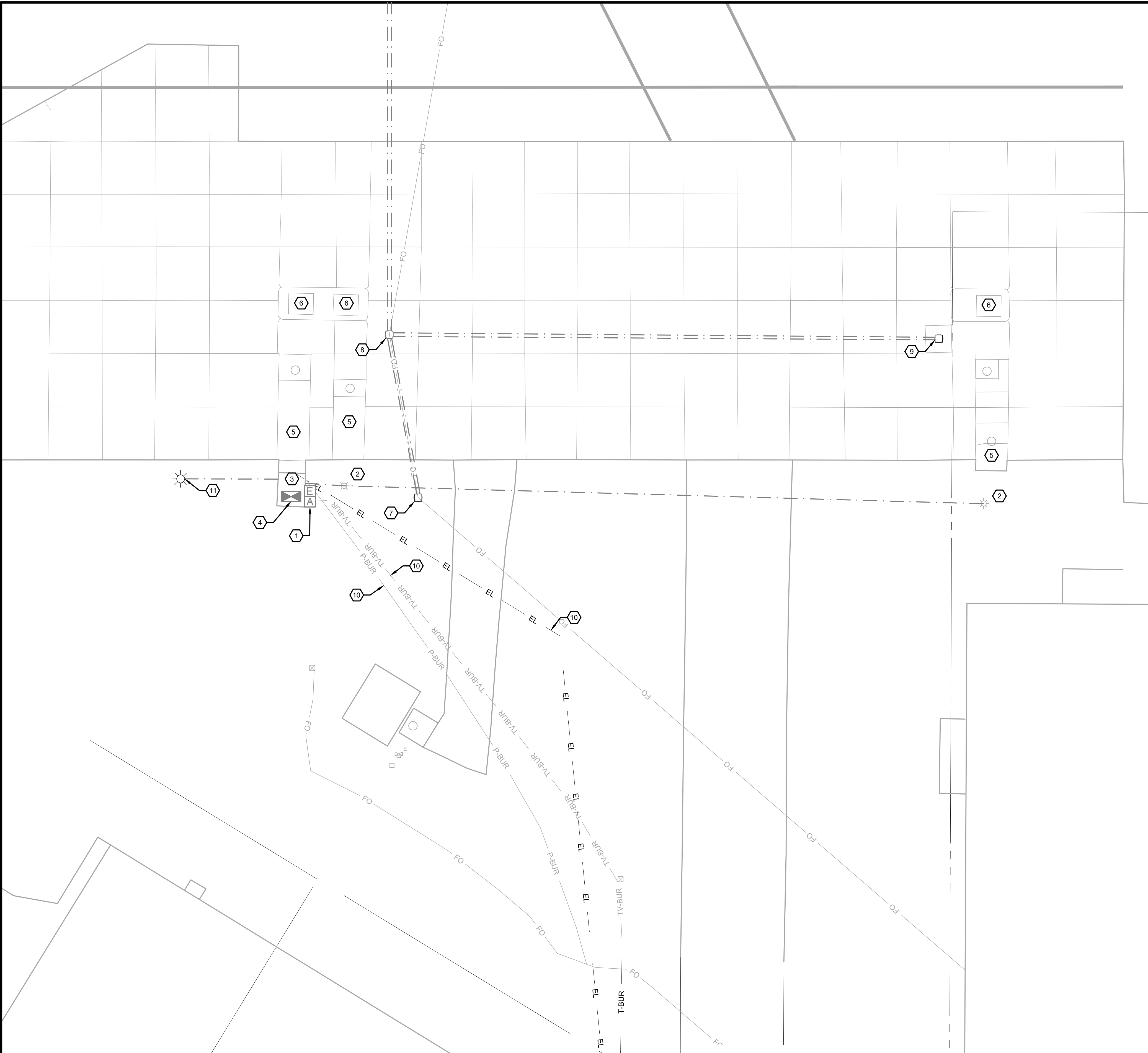
S101



1. LIGHT FIXTURE - SEE ELECTRICAL, MOUNT TOP OF
FIXTURE AT 8'-0" A.F.F.
2. 1"x4" PREFINISHED CORNER AND SOFFIT TRIM
3. PREFINISHED COMPOSITE LAP BOARD SIDING
4. THICKENED CONCRETE SLAB SHOWN DASHED,
COORDINATE WITH STRUCTURAL
5. PREFINISHED METAL FASCIA
6. ASPHALT SHINGLE ROOF
7. WALL MOUNTED MECHANICAL UNIT - SEE MECHANICAL

A111

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LEGEND

- EXISTING TANK MONITORING SYSTEM CONTROLLER
- EXISTING EMERGENCY STOP BUTTON
- EXISTING EMERGENCY ALARM AND VISUAL DEVICE
- EXISTING HANDHOLE
- EXISTING CONDUIT
- EXISTING LIGHTING UNIT

GENERAL NOTES:

- A. EQUIPMENT LOCATIONS AND CONDUIT ROUTING ARE SHOWN DIAGRAMMATICALLY.

KEYNOTES:

1. SALVAGE EXISTING EMERGENCY STOP BUTTON AND VISUAL ALARM DEVICE FOR RE-USE.
2. REMOVE EXISTING LIGHTING UNIT AND ASSOCIATED CONDUIT/CONDUCTORS BACK TO SOURCE OF POWER.
3. DISCONNECT POWER AT EXISTING TANK BUILDING AND REMOVE ALL ASSOCIATED CONDUIT/CONDUCTORS.
4. SALVAGE EXISTING TANK MONITORING SYSTEM CONTROLLER FOR RE-USE.
5. REMOVE ALL TANK ASSOCIATED INSTRUMENTATION, PUMPS, AND ASSOCIATED CONDUIT/CONDUCTORS BACK TO SOURCE.
6. REMOVE EXISTING DISPENSER, DISPENSER GROUND RODS, GROUND CLAMPS, CARD READER, AND ASSOCIATED CONDUIT/CONDUCTORS BACK TO SOURCE.
7. PROTECT EXISTING HANDHOLE AND ASSOCIATED CONDUIT FOR RE-USE.
8. REMOVE EXISTING HANDHOLE. PROTECT EXISTING CONDUIT AND PROVIDE NEW CONDUIT/COUPLINGS TO CREATE CONTINUOUS RUN. RE-CONNECT CIVIL CONTROL BUILDING YELLOW WIRE.
9. REMOVE EXISTING HANDHOLE AND ASSOCIATED CONDUIT.
10. REMOVE EXISTING CONDUIT/CONDUCTORS BACK TO SOURCE.
11. PROTECT EXISTING PHILLIPS 66 SIGN. REMOVE ASSOCIATED CONDUIT/WIRE FROM BASE OF POLE BACK TO SOURCE OF POWER. REPLACE WITH NEW.

SEH Project	SSTPA_187258	Rev.#	Plan Revision Issue Description	Date	Rev.#	Sheet Revision Issue Description	Date
Drawn By	SJL						
Designed By	-						
Checked By	-						

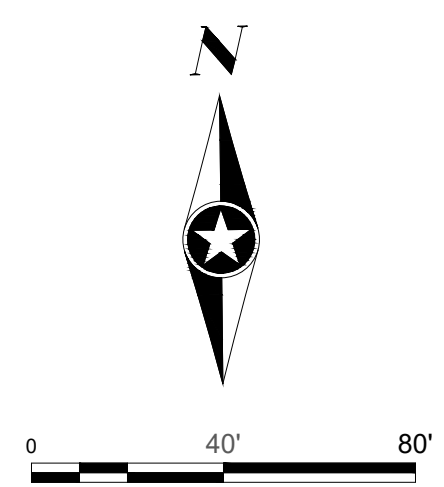


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2026 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

DEMOLITION PLAN - ELECTRICAL

E100

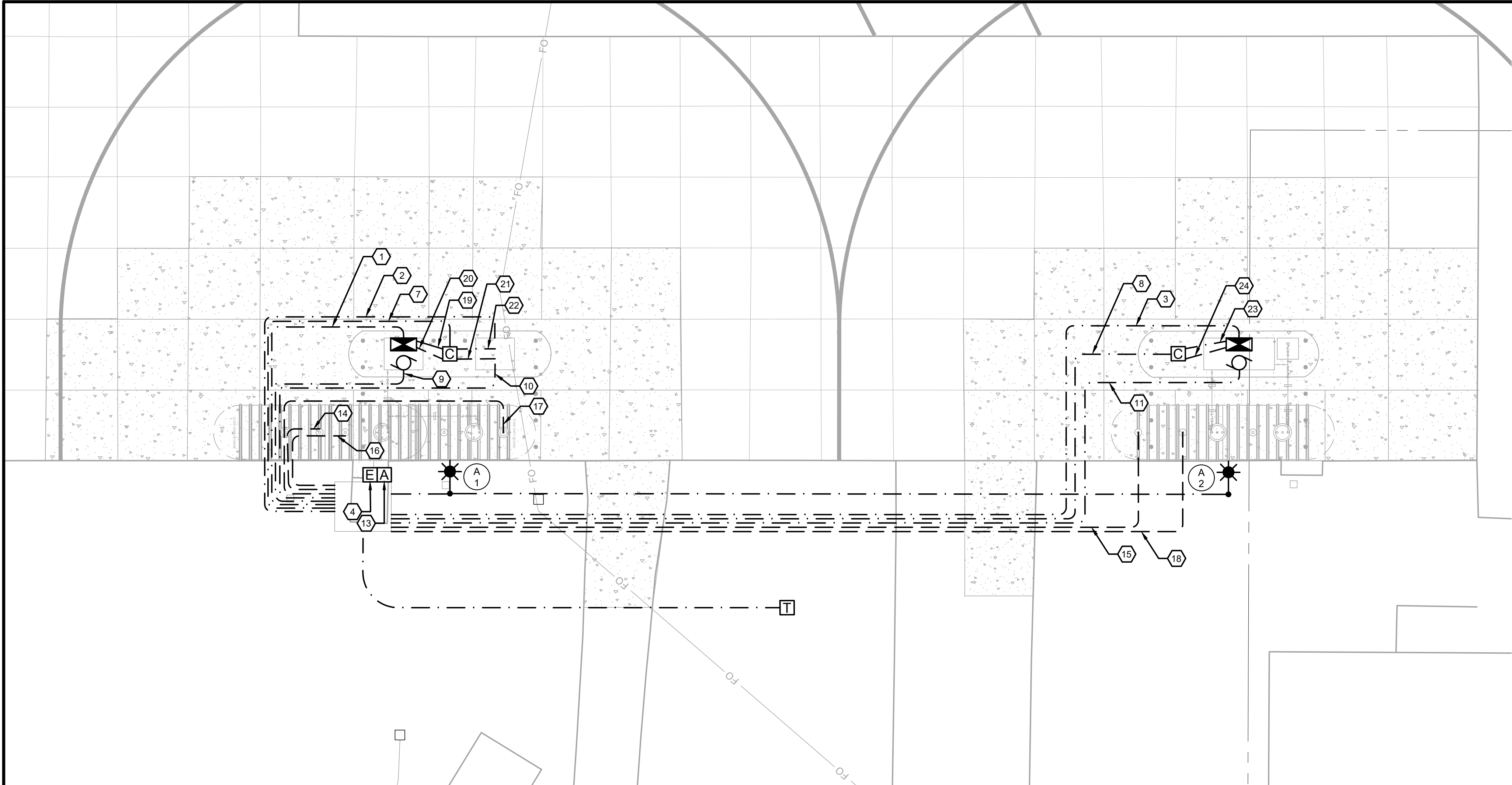


	EXISTING IT NETWORK RACK
	PAD MOUNTED TRANSFORMER
S.O.P.	SOURCE OF POWER
	EXISTING HANDHOLE
	PROPOSED HANDHOLE
	EXISTING CONDUIT
	PROPOSED POWER CONDUIT
	PROPOSED COMMUNICATION CONDUIT

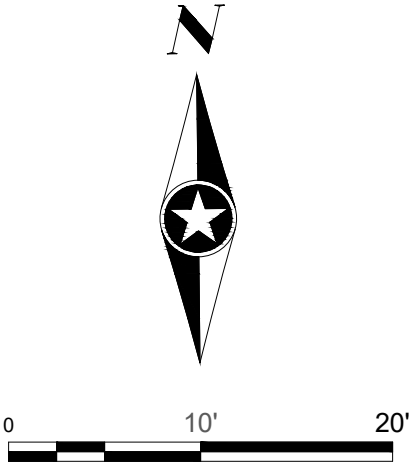
- A. PROVIDE METER SOCKET PER UTILITY COMPANY REQUIREMENTS.
- B. COORDINATE ELECTRICAL SERVICE CONNECTION(S) WITH ROSS FULLER AT XCEL ENERGY, ROSS.J.FULLER@XCELENERGY.COM, 651-421-2971.
- C. EQUIPMENT LOCATIONS AND CONDUIT ROUTING ARE SHOWN DIAGRAMMATICALLY, COORDINATE WITH OWNER FOR EXACT EQUIPMENT LOCATIONS, MOUNTING HEIGHTS, AND BUILDING PENETRATIONS. CONTRACTOR SHALL PROVIDE SKETCH TO ENGINEER AND OWNER AND HAVE OWNER'S WRITTEN APPROVAL PRIOR TO STARTING WORK.
- D. CONDUIT INSIDE OF COMPUTER EQUIPMENT ROOM 101 TO BE MOUNTED AT MINIMUM OF 48" AFF. CONFIRM MOUNTING HEIGHT AND ROUTING WITH OWNER.
- E. EMERGENCY SHUT OFF BUTTON SHALL BE INSTALLED FOR THE DE-ENERGIZING OF THE FUELING SYSTEM. THIS SHALL BE ACCOMPLISHED BY INSTALLING AN EMERGENCY SHUT OFF BUTTON IN ACCORDANCE WITH THE NEC. EMERGENCY SHUT OFF BUTTON SHALL DISCONNECT POWER TO THE ENTIRE FUEL AREA, WHICH INCLUDES FUEL DISPENSERS, PUMP CONTROLS, AND ALL ASSOCIATED EQUIPMENT.
- F. ALL CONDUIT AND JUNCTION BOXES IN CLASSIFIED AREAS TO BE EXPLOSION PROOF.
- G. CONTRACTOR SHALL NOT IMPACT AIRPORT APRON FOR INSTALLATION OR CONSTRUCTION OF ANY ELECTRICAL COMPONENTS. ALL BORING TO AVOID IMPACTS TO APRON IS CONSIDERED INCIDENTAL.
- H. INSTRUMENTATION (SENSORS AND PROBES) IN FUEL TANK AREA TO BE ORDERED WITH 100' LEADS TO ENSURE CONTINUOUS CONNECTION BETWEEN TANK MONITORING SYSTEM CONTROLLER AND INSTRUMENT.

1. PROVIDE PAD MOUNTED TRANSFORMER PER UTILITY COMPANY REQUIREMENTS.
2. DIRECTIONALLY BORE CONDUIT BENEATH AIRPORT APRON.
3. PROVIDE 12-STRAND MMO FIBER OPTIC CONNECTION BETWEEN EXISTING NETWORK RACK IN IT CLOSET IN TERMINAL BUILDING AND NETWORK RACK IN TANK BUILDING. COORDINATE WITH IAN HARDIE ON TERMINATION POINT IN TERMINAL BUILDING.
4. COUPLE NEW 1" CONDUIT TO EXISTING CONDUIT AT HANDHOLE AND ROUTE TO TANK BUILDING.

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CONTRACTOR SHALL VERIFY CONTROL CIRCUITRY CABLE, CONDUIT SIZE, TYPE, AND ROUTING WITH MANUFACTURER FOR DISPENSER, FUEL MANAGEMENT UNIT, AND TANK MONITORING SYSTEM. PLAN AND SPECIFICATION REVISIONS SHALL BE SENT TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. ANY CHANGES SHALL BE CONSIDERED INCIDENTAL AND NO ADDITIONAL PAYMENT SHALL BE MADE FOR MATERIAL OR LABOR TO PROVIDE A COMPLETE AND OPERATIONAL ELECTRICAL AND CONTROL SYSTEM.



LEGEND

PROPOSED FUEL DISPENSER

PROPOSED FUEL MANAGEMENT UNIT (FMU)

PROPOSED EMERGENCY STOP BUTTON

PROPOSED EMERGENCY ALARM AND VISUAL DEVICE W/ ACKNOWLEDGEMENT BUTTON

PAD MOUNTED TRANSFORMER

EXISTING HANDHOLE

PROPOSED HANDHOLE

PROPOSED POWER CONDUIT

PROPOSED COMMUNICATION CONDUIT

PROPOSED PUMP

PROPOSED LIGHTING UNIT

LIGHTING UNIT NUMBER

CONDUIT AND WIRE SCHEDULE					
IDENTIFIER	LOAD SERVED "FROM"	LOAD SERVED "TO"	CONDUIT SIZE	CONDUCTORS	GROUND
1*	PANEL 101A	AVGAS FUEL CABINET 1	1"	(2) #10	#12
2+	PANEL 101A	(FUTURE) FUEL CABINET	1"		
3*	PANEL 101A	JET A FUEL CABINET 2	1"	(2) #10	#12
4	PANEL 101A	EMERGENCY FUEL STOP PUSHBUTTON	3/4"	(2) #10	#13
5*	PANEL 101A	COMBINATION STARTER/DISCONNECT	3/4"	(2) #10	#12
6*	PANEL 101A	COMBINATION STARTER/DISCONNECT	3/4"	(2) #10	#12
7*	PANEL 101A	FUEL MANAGEMENT UNIT 1 (FMU)	3/4"	(2) #10	#12
8*	PANEL 101A	FUEL MANAGEMENT UNIT 2 (FMU)	3/4"	(2) #10	#12
9	COMBINATION STARTER/DISCONNECT	FUEL PUMP 1	1"	(2) #10	#12
10+	(FUTURE) COMBINATION STARTER/DISCONNECT	(FUTURE) FUEL PUMP	1"		
11	COMBINATION STARTER/DISCONNECT	FUEL PUMP 2	1"	(2) #10	#12
12	EMERGENCY FUEL STOP PUSHBUTTON	RELAY PANEL	3/4"	(2) #10	#12
13	TANK MONITORING SYSTEM	AUDIO AND VISUAL ALARM	3/4"	(2) #10	#12
14#	TANK MONITORING SYSTEM	INTERSTITIAL MONITOR PROBE 1	3/4"	(1) BELDEN CABLE #8760	N/A
15#	TANK MONITORING SYSTEM	INTERSTITIAL MONITOR PROBE 2	3/4"	(1) BELDEN CABLE #8760	N/A
16#	TANK MONITORING SYSTEM	AVGAS TANK LEVEL PROBE 1	3/4"	(1) BELDEN CABLE #8760	N/A
17#	TANK MONITORING SYSTEM	AVGAS TANK LEVEL PROBE 2	3/4"	(1) BELDEN CABLE #8760	N/A
18#	TANK MONITORING SYSTEM	JET A TANK LEVEL PROBE 3	3/4"	(1) BELDEN CABLE #8760	N/A
19	FUEL MANAGEMENT SYSTEM 1 (FMU)	FUEL CABINET 1	3/4"	(2)#12	#12
20	FUEL MANAGEMENT SYSTEM 1 (FMU)	PULSER IN FUEL CABINET 1	3/4"	(1) BELDEN CABLE #8618	N/A
21+	FUEL MANAGEMENT SYSTEM 1 (FMU)	(FUTURE) FUEL CABINET	3/4"		
22+	FUEL MANAGEMENT SYSTEM 1 (FMU)	(FUTURE) FUEL CABINET	3/4"		
23	FUEL MANAGEMENT SYSTEM 2 (FMU)	FUEL CABINET 2	3/4"	(2)#12	#12
24	FUEL MANAGEMENT SYSTEM 2 (FMU)	PULSER IN FUEL CABINET 2	3/4"	(1) BELDEN CABLE #8618	#12

* = CIRCUITS SHALL BE CONTROLLED BY ESTOP RELAY PANEL.
= SENSOR/PROBE CONDUIT ROUTING IS SHOWN DIAGRAMMATICALLY, CONTRACTOR SHALL ROUTE CONDUITS TO APPROPRIATE TANK LOCATIONS FOR COMMUNICATION CONNECTIONS.
+ = PROPOSED FUTURE EQUIPMENT. PROVIDE CONDUIT WITH PULLSTRING TO LOCATION SHOWN ON PLANS. PROVIDE CONDUIT STUB.
NOTE: SCHEDULE REPRESENTS CONDUIT ROUTING FROM EQUIPMENT ROOM 101 TO FUEL ISLAND AND THE ASSOCIATED ELECTRICAL EQUIPMENT.

GENERAL NOTES:

- A. PROVIDE METER SOCKET PER UTILITY COMPANY REQUIREMENTS.
- B. COORDINATE ELECTRICAL SERVICE CONNECTION(S) WITH ROSS FULLER AT XCEL ENERGY, ROSS.J.FULLER@XCELENERGY.COM, 651-421-2971.
- C. EQUIPMENT LOCATIONS AND CONDUIT ROUTING ARE SHOWN DIAGRAMMATICALLY, COORDINATE WITH OWNER FOR EXACT EQUIPMENT LOCATIONS, MOUNTING HEIGHTS, AND BUILDING PENETRATIONS. CONTRACTOR SHALL PROVIDE SKETCH TO ENGINEER AND OWNER AND HAVE OWNER'S WRITTEN APPROVAL PRIOR TO STARTING WORK.
- D. CONDUIT INSIDE OF COMPUTER EQUIPMENT ROOM 101 TO BE MOUNTED AT MINIMUM OF 48" AFF. CONFIRM MOUNTING HEIGHT AND ROUTING WITH OWNER.
- E. EMERGENCY SHUT OFF BUTTON SHALL BE INSTALLED FOR THE DE-ENERGIZING OF THE FUELING SYSTEM. THIS SHALL BE ACCOMPLISHED BY INSTALLING AN EMERGENCY SHUT OFF BUTTON IN ACCORDANCE WITH THE NEC. EMERGENCY SHUT OFF BUTTON SHALL DISCONNECT POWER TO THE ENTIRE FUEL AREA. WHICH INCLUDES FUEL DISPENSERS, PUMP CONTROLS, AND ALL ASSOCIATED EQUIPMENT.
- F. ALL CONDUIT AND JUNCTION BOXES IN CLASSIFIED AREAS TO BE EXPLOSION PROOF.
- G. CONTRACTOR SHALL NOT IMPACT AIRPORT APRON FOR INSTALLATION OR CONSTRUCTION OF ANY ELECTRICAL COMPONENTS. ALL BORING TO AVOID IMPACTS TO APRON IS CONSIDERED INCIDENTAL.
- H. INSTRUMENTATION (SENSORS AND PROBES) IN FUEL TANK AREA TO BE ORDERED WITH 100' LEADS TO ENSURE CONTINUOUS CONNECTION BETWEEN TANK MONITORING SYSTEM CONTROLLER AND INSTRUMENT.

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Designed By	-						
Checked By	-						



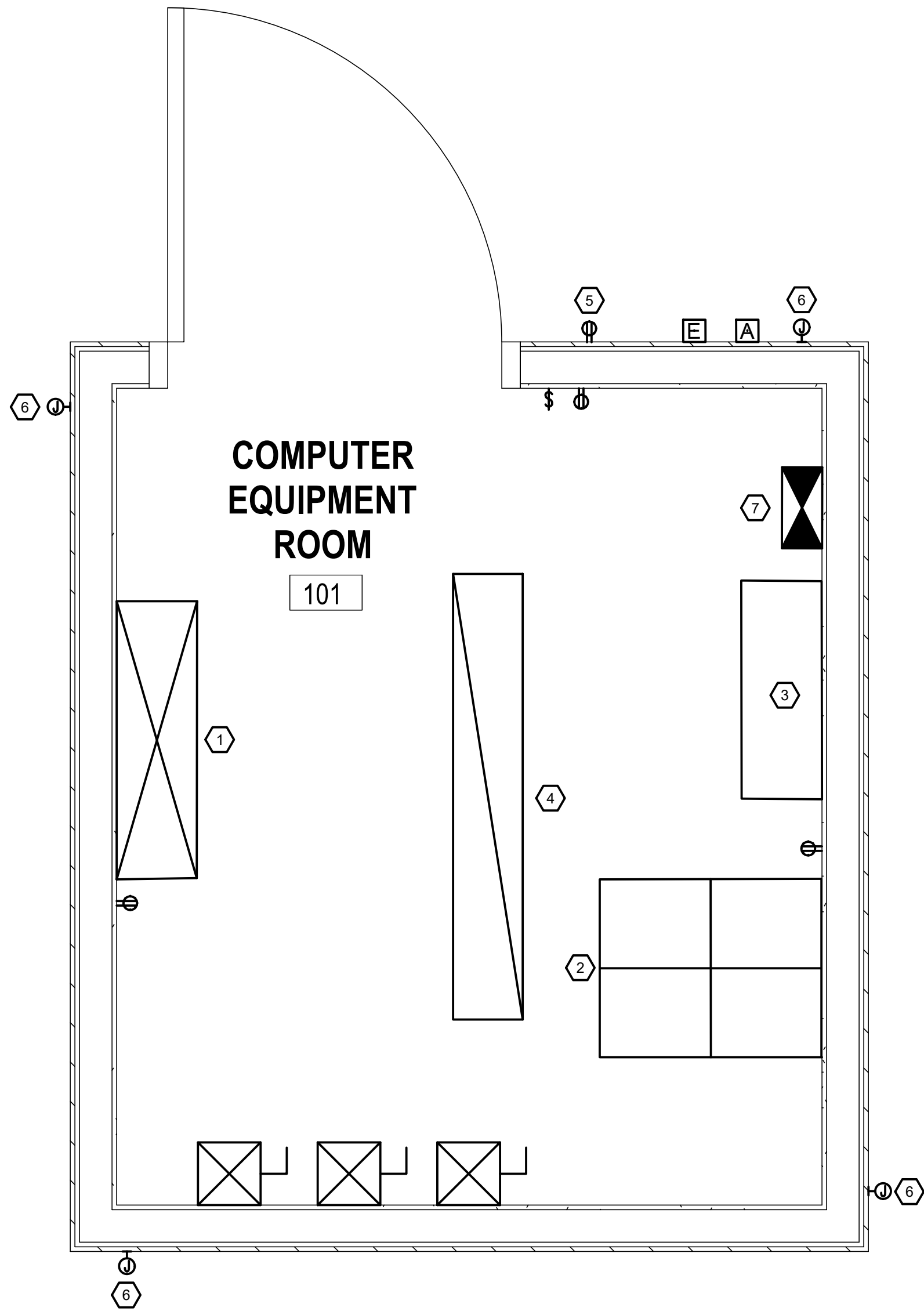
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2026 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

POWER PLAN - ELECTRICAL

E201

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PANELBOARD SCHEDULE TO BE ADDED AFTER
SERVICE ENTRANCE TYPE IS CONFIRMED

KEYNOTES:

1. PROVIDE PANELBOARD
2. PROVIDE WALL MOUNTED NETWORK RACK.
3. PROVIDE RELAY PANEL WITH ALL RELAYS CONTROLLED BY THE EMERGENCY STOP BUTTON. ALL CIRCUITS SHALL PASS THROUGH A RELAY SIZED TO MATCH OVERCURRENT PROTECTION CIRCUIT WITH NORMALLY CLOSED CONTACTS IN THE RELAY PANEL.
4. PROVIDE SURFACE MOUNTED LINEAR LIGHT FIXTURE CONTROLLED BY LIGHT SWITCH LOCATED NEAR THE ENTRANCE.
5. PROVIDE WEATHERPROOF RECEPTACLE.
6. PROVIDE WEATHERPROOF JUNCTION BOX MOUNTED ON EXTERIOR OF BUILDING AT 8'-0" AFF FOR FUTURE SECURITY CAMERAS. PROVIDE 3/4" CONDUIT ROUTED FROM NETWORK RACK TO JUNCTION BOX LOCATION. PROVIDE NECESSARY WALL PENETRATIONS AND SEALS.
7. RE-INSTALL SALVAGED TANK MONITORING SYSTEM.

LEGEND

- PROPOSED ELECTRICAL PANEL
- PROPOSED IT NETWORK RACK
- TANK MONITORING SYSTEM CONTROLLER
- PROPOSED RELAY PANEL
- PROPOSED EMERGENCY STOP BUTTON
- PROPOSED EMERGENCY ALARM AND VISUAL DEVICE W/ ACKNOWLEDGEMENT BUTTON
- PROPOSED JUNCTION BOX
- PROPOSED POWER CONDUIT
- PROPOSED COMMUNICATION CONDUIT
- PROPOSED COMBINATION STARTER/DISCONNECT
- PROPOSED LIGHTING UNIT
- PROPOSED LIGHT SWITCH
- PROPOSED RECEPTACLE

GENERAL NOTES:

- A. PROVIDE METER SOCKET PER UTILITY COMPANY REQUIREMENTS.
- B. COORDINATE ELECTRICAL SERVICE CONNECTION(S) WITH ROSS FULLER AT XCEL ENERGY, ROSS.J.FULLER@XCELENERGY.COM, 651-421-2971.
- C. EQUIPMENT LOCATIONS AND CONDUIT ROUTING ARE SHOWN DIAGRAMMATICALLY, COORDINATE WITH OWNER FOR EXACT EQUIPMENT LOCATIONS, MOUNTING HEIGHTS, AND BUILDING PENETRATIONS. CONTRACTOR SHALL PROVIDE SKETCH TO ENGINEER AND OWNER AND HAVE OWNER'S WRITTEN APPROVAL PRIOR TO STARTING WORK.
- D. CONDUIT INSIDE OF COMPUTER EQUIPMENT ROOM 101 TO BE MOUNTED AT MINIMUM OF 48" AFF. CONFIRM MOUNTING HEIGHT AND ROUTING WITH OWNER.
- E. EMERGENCY SHUT OFF BUTTON SHALL BE INSTALLED FOR THE DE-ENERGIZING OF THE FUELING SYSTEM. THIS SHALL BE ACCOMPLISHED BY INSTALLING AN EMERGENCY SHUT OFF BUTTON IN ACCORDANCE WITH THE NEC. EMERGENCY SHUT OFF BUTTON SHALL DISCONNECT POWER TO THE ENTIRE FUEL AREA, WHICH INCLUDES FUEL DISPENSERS, PUMP CONTROLS, AND ALL ASSOCIATED EQUIPMENT.
- F. ALL CONDUIT AND JUNCTION BOXES IN CLASSIFIED AREAS TO BE EXPLOSION PROOF.
- G. CONTRACTOR SHALL NOT IMPACT AIRPORT APRON FOR INSTALLATION OR CONSTRUCTION OF ANY ELECTRICAL COMPONENTS. ALL BORING TO AVOID IMPACTS TO APRON IS CONSIDERED INCIDENTAL.
- H. INSTRUMENTATION (SENSORS AND PROBES) IN FUEL TANK AREA TO BE ORDERED WITH 100' LEADS TO ENSURE CONTINUOUS CONNECTION BETWEEN TANK MONITORING SYSTEM CONTROLLER AND INSTRUMENT.

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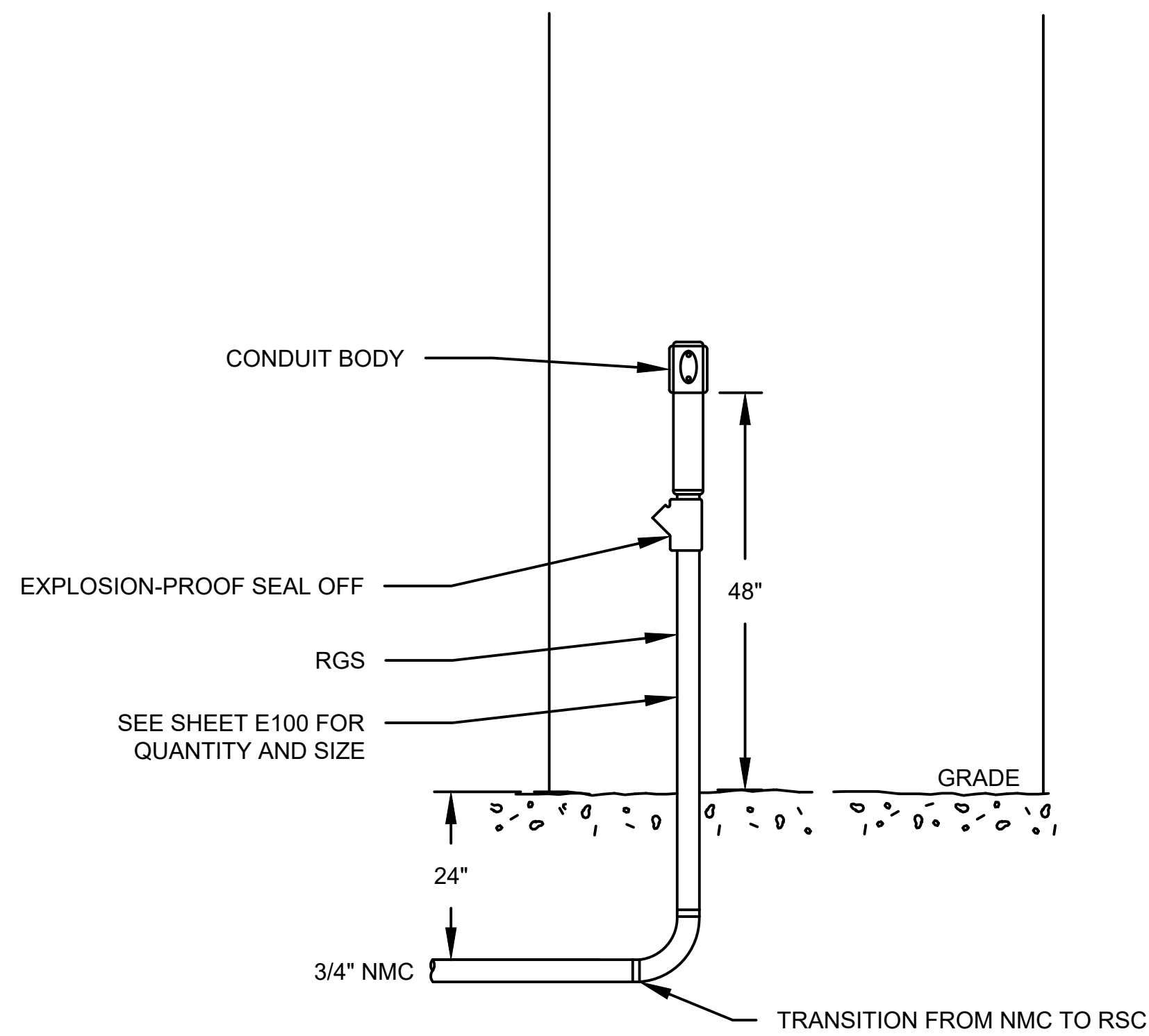
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2026 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

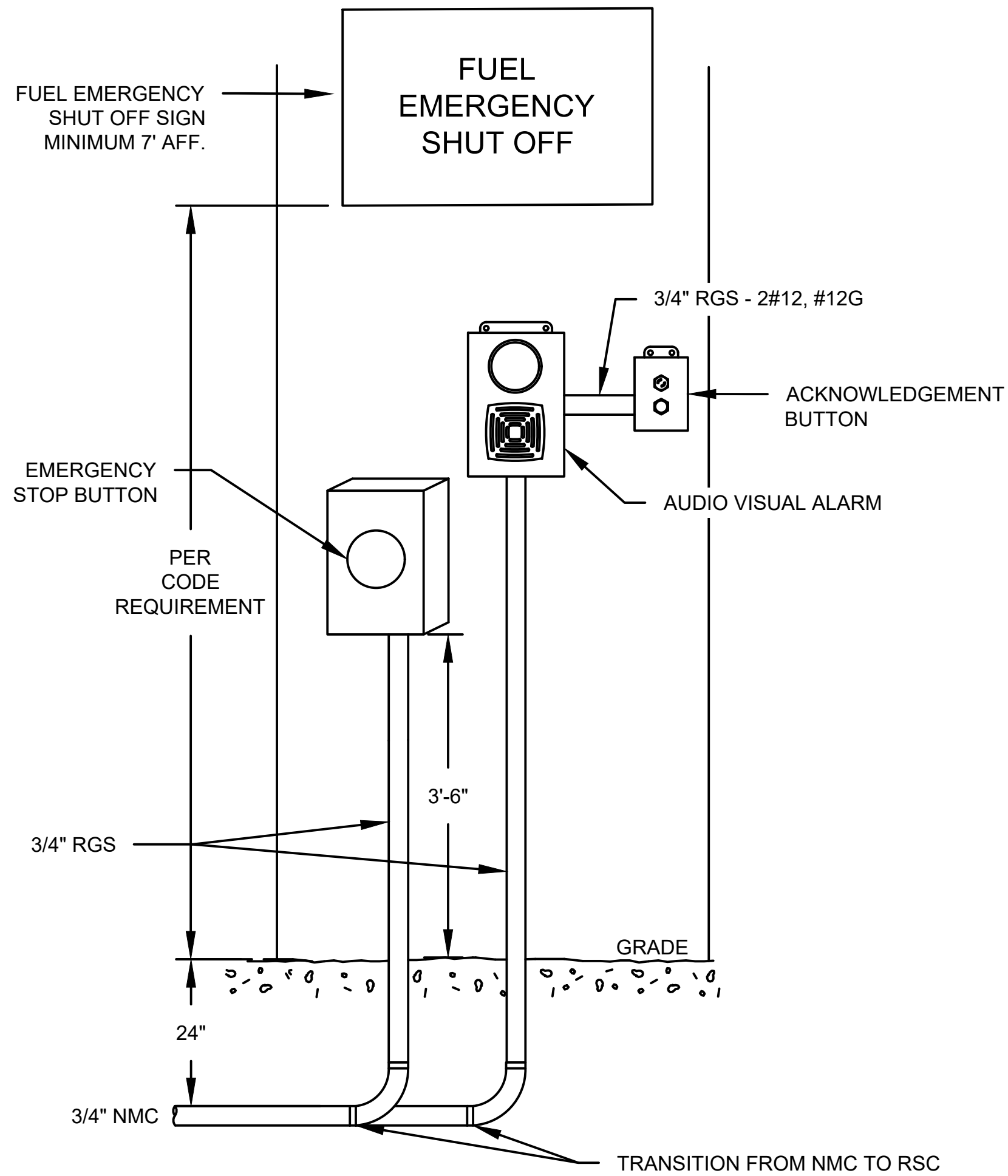
ENLARGED POWER PLAN - ELECTRICAL

E202

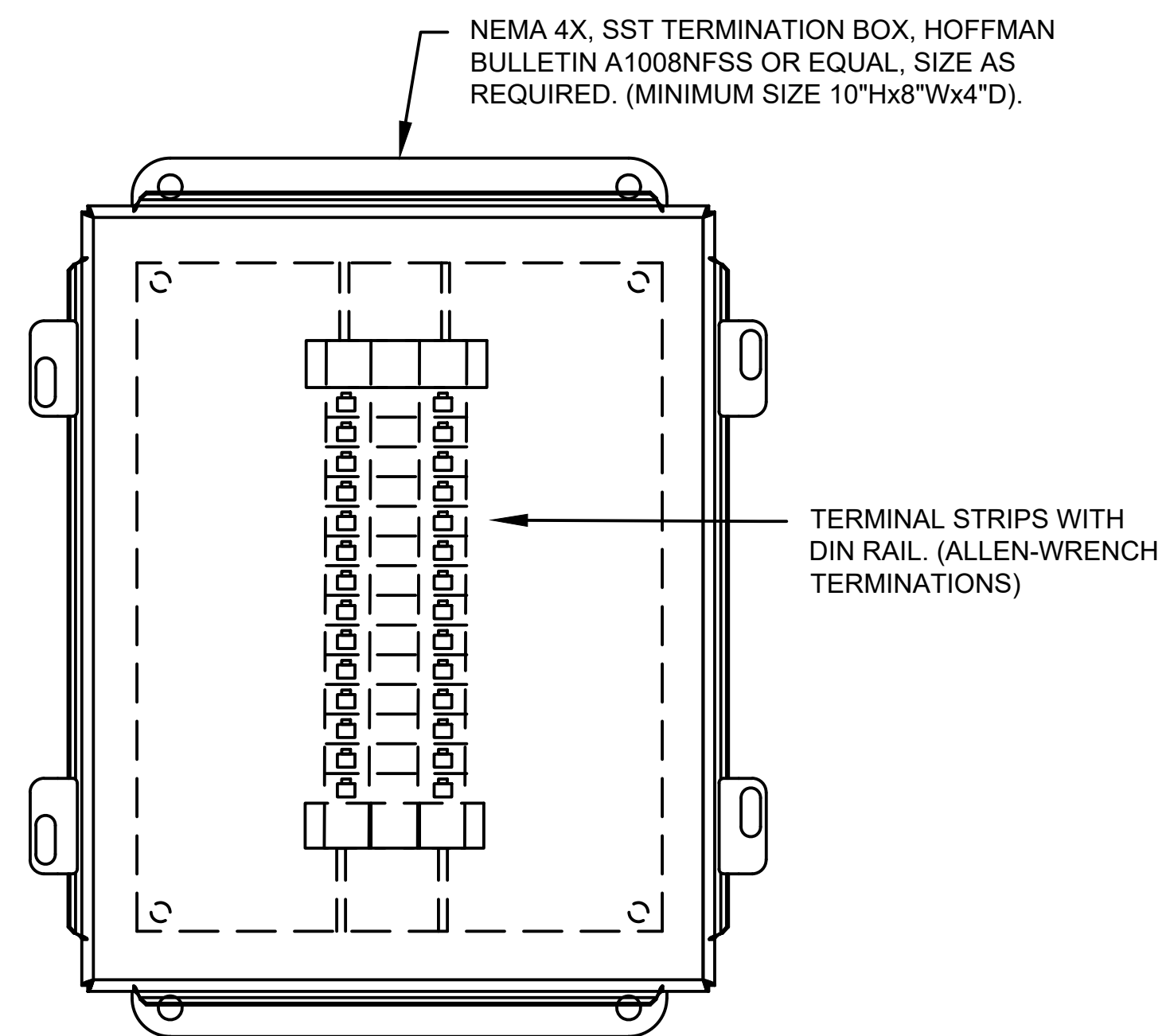
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TRANSITION FROM INTERIOR TO EXTERIOR OF BUILDING DETAIL
NOT TO SCALE



EMERGENCY STOP BUTTON AND AUDIO VISUAL ALARM ON EXTERIOR OF BUILDING
NOT TO SCALE



TERMINAL BOX DETAIL
NOT TO SCALE

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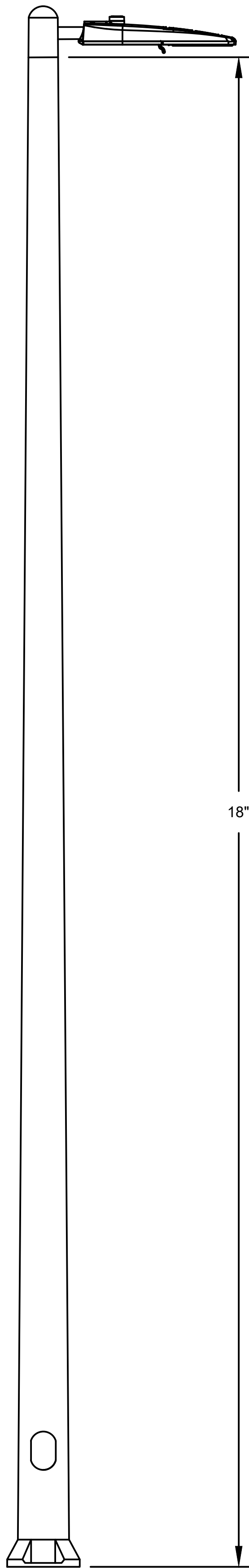
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2026 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

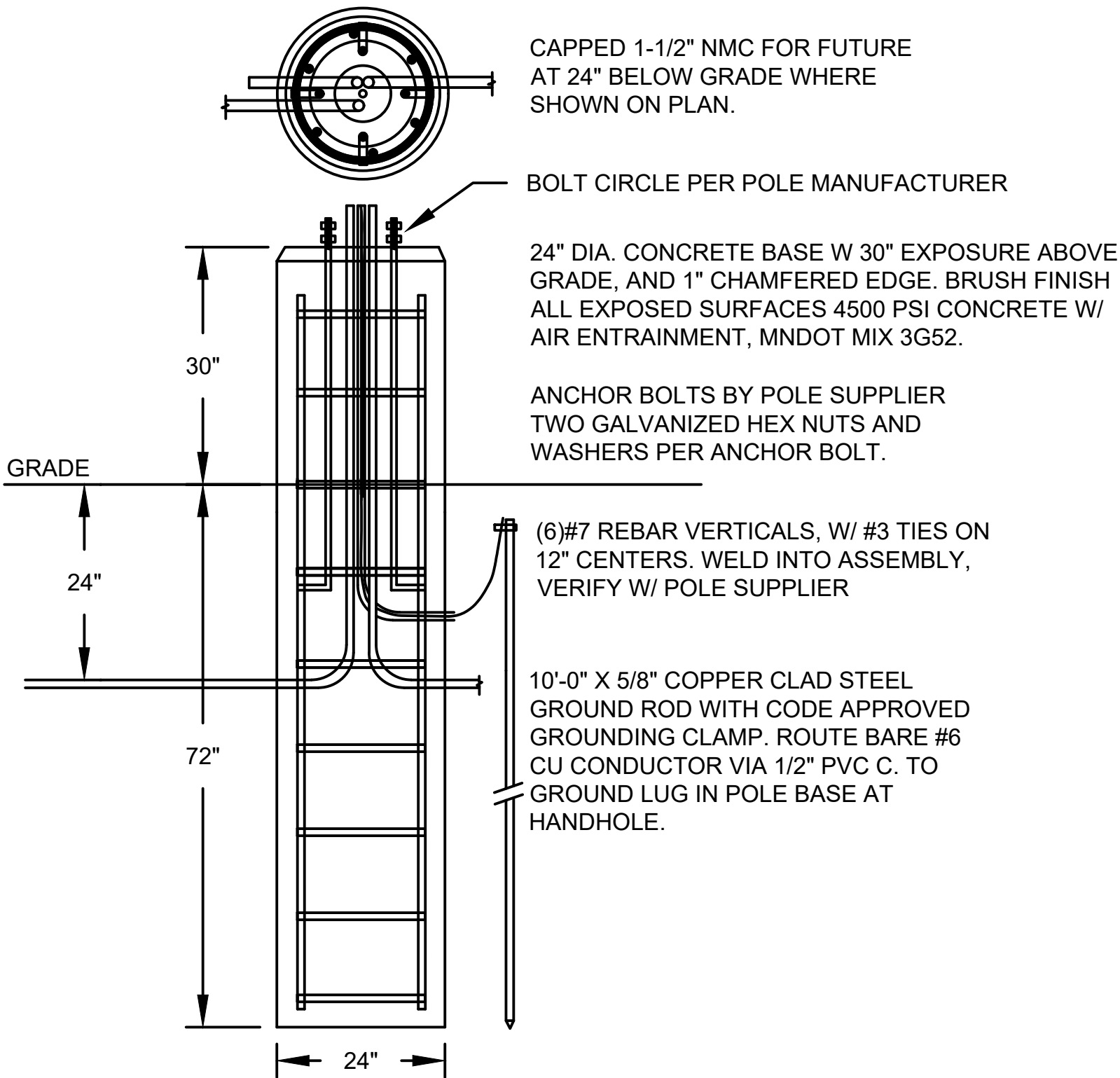
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LIGHTING UNIT TYPE SPECIAL DETAIL
NOT TO SCALE



LIGHT FOUNDATION DESIGN SPECIAL DETAIL
NOT TO SCALE

EQUIPMENT SCHEDULE							
SYMBOL	DESCRIPTION	WATTAGE & CCT	LUMENS	MOUNTING	OPTICS	COLOR & FINISH	MANUFACTURER & SERIES #
	LIGHTING UNIT TYPE SPECIAL LED LUMINAIRE ON ARM AND ROUND TAPERED ALUMINUM POLE	70 WATT LED 4000K	9,736	18' POLE ON LIGHT FOUNDATION DESIGN SPECIAL	TYPE 3	BLACK POWDER COAT	AMERICAN ELECTRIC - LUMINAIRE: ATBO-P203-MVOLT-R5-PCLL-BK HOLOPHANE - ARM: ARM-151-BK POLE: RTA1850C-BO4-NDR-BK

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ECT	2026 FUEL SYSTEM REPLACEMENT SOUTH ST PAUL, MN	ELECTRICAL DETAILS	E301
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NOTES:

- THIS WORK SHALL CONSIST OF FURNISHING ALL LABOR, EQUIPMENT, AND MATERIALS FOR THE CONSTRUCTION OF A COMPLETE AND OPERATIONAL FUELING ELECTRICAL AND COMMUNICATION SYSTEM INCLUDING LIGHTING, ELECTRICAL, AND COMMUNICATION SYSTEMS.
- THE CONTRACTOR SHALL SUBMIT A COMPLETE SET OF SHOP DRAWINGS FOR ALL PROPOSED EQUIPMENT TO THE OWNER AND ENGINEER FOR REVIEW. THE SUBMITTED ITEMS MUST BE APPROVED PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL SUPPLY ACCURATE AS-BUILT DRAWINGS OF THE PROJECT TO THE OWNER. DRAWINGS SHALL INDICATE ALL ELECTRICAL AND COMMUNICATION EQUIPMENT ASSOCIATED WITH THE FUELING STATION SYSTEM, AND ALL CABLE, CONDUIT, LIGHT POLE, AND HANDHOLE LOCATIONS MEASURED FROM A KNOWN LOCATION.
- CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND UTILITY COORDINATION.
- ALL MATERIAL AND WORK SHALL BE IN ACCORDANCE WITH PEI/RP200-96, NFPA 30, 30A, 407, 70(NEC), 2020 MINNESOTA STATE FIRE CODE, AND THE 2020 EDITION OF MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. COMPLIANCE WITH PROVISIONS OF MNDOT 2545 WILL BE PARTICULARLY ENFORCED IN CONJUNCTION WITH THE CONSTRUCTION OF ANY KIND OR TYPE OF ELECTRICAL, COMMUNICATION, AND LIGHTING SYSTEM, AND CONDUIT OR CONDUIT SYSTEMS FOR THE CONVEYANCE OF THE ELECTRICAL AND COMMUNICATION CONDUCTORS INCLUDING TRENCHING, BACKFILLING, AND COMPACTION REQUIREMENTS OR THE REQUIRED PORTIONS THEREOF, AS SPECIFIED IN THE CONTRACT.
- HAZARDOUS LOCATION BOUNDARIES SHALL MEET THE REQUIREMENTS OF ARTICLE 515 PER NFPA 407 5.1.6. FUELING EQUIPMENT SHALL MEET CLASS 1 DIVISION 2 REQUIREMENTS OF A 20' RADIUS AROUND DISPENSERS, 18" ABOVE GRADE, AND AN 18" BUBBLE AROUND FUELING EQUIPMENT. PROVIDE SEAL OFFS AND EXPLOSION PROOF EQUIPMENT AS REQUIRED.
- CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH THE GENERAL CONTRACTOR, OWNER, AND THE ENGINEER TO ENSURE ALL OUTDOOR AND UNDERGROUND WORK IS COMPLETED PRIOR TO ANY NEW HARD SURFACES BEING INSTALLED ON THE SITE. CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH ALL OTHER PARTIES OCCUPYING THE SITE SO AS TO NOT IMPEDE OR DELAY CONSTRUCTION PROGRESS. CONTRACTOR SHALL ATTEND ANY REGULARLY SCHEDULED CONSTRUCTION PROGRESS MEETINGS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AMONG SUPPLIERS AND CONTRACTORS PROVIDING EQUIPMENT FOR THE PROJECT. THE COORDINATION SHALL INCLUDE, BUT NOT BE LIMITED TO, OPERATORS, POWER REQUIREMENTS, ETC. COOPERATE WITH OTHER TRADES TO AVOID INTERFERENCES IN THE INSTALLATION OF THIS WORK. INSTALL ALL EQUIPMENT AND SYSTEMS SO AS NOT TO DELAY PROGRESS OF CONSTRUCTION, AND CORRELATE WITH OTHER TRADES TO AVOID DELAY. SHOULD DIFFERENCES OF OPINION DEVELOP, THE ENGINEER'S DECISION WILL BE FINAL. CONTRACT BID PRICES SHALL REFLECT ALL CONSTRUCTION AND INSTALLATION COSTS.
- ALL MATERIALS SHALL BE LISTED BY A NATIONAL RECOGNIZED TESTING LABORATORY (NRTL) AS DEFINED BY THE U.S. DEPARTMENT OF LABOR. THE TESTING LABORATORY MUST BE LISTED BY OSHA IN ITS SCOPE OF RECOGNITION FOR THE APPLICABLE TEST BEING CONDUCTED AS REQUIRED BY THIS SPECIFICATION. A LIST OF RECOGNIZED TESTING LABS FOR PRODUCTS SOLD IN THE UNITED STATES MAY BE FOUND ON THE U.S. DEPARTMENT OF LABOR'S WEB SITE: [HTTP://WWW.OSHA.GOV/](http://www.osha.gov/)
- ALL UNDERGROUND CONDUIT SHALL BE NMC SCHEDULE 80, UNLESS OTHERWISE NOTED.
- ALL ABOVE GROUND CONDUIT SHALL BE RIGID STEEL, UNLESS OTHERWISE NOTED.
- ALL CONDUIT IN COMPUTER BUILDING ROOM 101 SHALL BE RIGID STEEL, UNLESS OTHERWISE NOTED.
- ALL CONDUCTORS SHALL BE COPPER, TYPE XHHW-2.
- ALL CONDUIT SHALL BE PLACED A MINIMUM OF 24" DEEP, AND BE PLACED BY TRENCHING, PLOWING OR DIRECTIONAL BORING.
- CONDUIT ROUTING IS SHOWN DIAGRAMMATICALLY AND SHALL BE INSTALLED AS STRAIGHT AS POSSIBLE WHILE KEEPING RUNS AS SHORT AS POSSIBLE WITHIN CONSTRUCTION LIMITS. CONDUITS SHALL BE INSTALLED IN COMMON TRENCH WHENEVER POSSIBLE.
- SPLICING SHALL BE PERFORMED USING BURNDY UNITAP SPLICING HARDWARE OR APPROVED EQUAL. WIRE NUTS ARE NOT AN APPROVED METHOD OF SPLICING WITHIN JUNCTION BOXES.
- THE CONTRACTOR SHALL COAT ALL THREADED HARDWARE WITH AN APPROVED ZINC-BASED ANTI-SEIZE COMPOUND PRIOR TO ASSEMBLY.
- CONTRACTOR SHALL COORDINATE NEW SERVICE CONNECTIONS WITH OWNER AND UTILITY.
- EXACT LOCATION OF CONDUIT STUB-UPS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE TO REPLACE AND COMPACT THE SUBGRADE MATERIAL AND REPLACE THE PERMANENT SURFACE MATERIAL IN KIND (EXACTLY AS THE EXISTING).
- THE CONTRACTOR SHALL GUARANTEE THE OPERATION OF THE INSTALLATION AND THAT THE MATERIALS AND WORKMANSHIP OF THE EQUIPMENT BE FREE FROM DEFECTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE, PROVIDING THE EQUIPMENT HAS BEEN OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. IF A DISPUTE EXISTS REGARDING WHETHER THE EQUIPMENT HAS BEEN MAINTAINED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS, THE ENGINEER'S DECISION WILL BE FINAL. THE GUARANTEE SHALL INCLUDE ALL PARTS AND LABOR NECESSARY TO RETURN THE SYSTEM TO NORMAL OPERATION. THE GUARANTEE ON ALL EQUIPMENT SHALL START AFTER FORMAL ACCEPTANCE OF EQUIPMENT AS DEFINED BY THE GENERAL CONDITIONS AND AFTER SUCCESSFUL COMPLETION OF STARTUP PROCEDURES.
- THE CONTRACTOR SHALL COLLECT, GATHER AND ASSEMBLE INTO ONE BOOK THE INSTALLATION DETAILS, INSTRUCTIONS, SCHEMATICS OF ACTUAL EQUIPMENT AND OPERATIONS DIRECTIONS SUPPLIED BY THE MANUFACTURER WITH ALL EQUIPMENT. FINAL ACCEPTANCE OF THE WORK WILL BE WITHHELD UNTIL SUCH DATA HAS BEEN PRESENTED COMPLETE TO THE OWNER. THE MANUAL SHALL BE AVAILABLE FOR INSTRUCTION OF OPERATIONS AND MAINTENANCE OF EQUIPMENT AND SYSTEMS.
- FURNISH AND INSTALL HOFFMAN BULLETIN A1008NFSS TERMINAL BOX OR EQUAL.
- FURNISH AND INSTALL (3) 30AMP, THREE PHASE, 3-POLE, 208V, NEMA 3R RATED, NON-REVERSING COMBINATION STARTER/DISCONNECT. SQUARE D #SBW12V02S OR EQUAL.
- CONTRACTOR SHALL COORDINATE WITH TANK MONITOR SYSTEM MANUFACTURER, OWNER'S IT DEPARTMENT, AND INTERNET SERVICE PROVIDER (IF NEEDED) TO ASSURE THAT THE APPROPRIATE STATIC IP ADDRESS IS ACQUIRED TO PROVIDE REMOTE ACCESSIBILITY OF THE TANK MONITORING CONTROL SYSTEM.
- CONTRACTOR SHALL COORDINATE WITH FUEL MANAGEMENT UNIT MANUFACTURER, OWNER'S IT DEPARTMENT, AND CELLULAR SERVICE PROVIDER (IF NEEDED) TO ASSURE THAT THE APPROPRIATE STATIC IP ADDRESS IS ACQUIRED TO PROVIDE REMOTE ACCESSIBILITY OF THE FUEL MANAGEMENT UNIT SYSTEM.
- CONTRACTOR SHALL MAKE THEMSELVES AVAILABLE TO BE ON SITE AND DEDICATED IN ASSISTING WITH COMMISSIONING OF THE FUELING SYSTEMS AFTER CONSTRUCTION HAS BEEN COMPLETED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THE SCHEDULE APPROVED BY ENGINEER AND OWNER.

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2026 FUEL SYSTEM REPLACEMENT
SOUTH ST PAUL, MN

ELECTRICAL SPECIFICATIONS

E400

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Project Manual

2026 Fuel System Replacement

South Saint Paul Municipal Airport
South Saint Paul, Minnesota

AIP No. 3-27-0093-029-2026
SEH No. SSTPA 187258

November 13, 2025



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists

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2026 Fuel System Replacement

**South Saint Paul Municipal Airport
South Saint Paul, Minnesota**

**AIP No. 3-27-0093-029-2026
SEH No. SSTPA 187258**

November 13, 2025

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CERTIFICATION

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

Kyle Nelson, PE

Date: November 13, 2025 License. No. 60818

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

John P. Carlson, PE

Date: November 13, 2025 License. No. 24001

Endpoint Solutions Corporation

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

Wade Wollerman, PE

Date: November 13, 2025 License. No. 55562

END OF SECTION

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PROJECT DIRECTORY

Project Name: 2026 Fuel System Replacement

Location: South Saint Paul Municipal Airport

Owner

Name: City of South Saint Paul
Address: 1725 Henry Avenue
South Saint Paul, MN 55075
Contact: Andrew Wall, Airport Manager
Phone: 651.554.3350
Fax:
E-mail: awall@southstpaul.org

Engineer

Name: Short Elliott Hendrickson Inc.
Address: 3535 Vadnais Center Drive
Saint Paul, MN 55110
Contact: Kyle Nelson, PE
Phone: 651.900.0016
Fax: 888.908.8166
E-mail: knelson@sehinc.com

Electrical Engineer

Name: Short Elliott Hendrickson Inc.
Address: 3535 Vadnais Center Drive
Saint Paul, MN 55110
Contact: Jon Kruse, PE
Phone: 651.490.2080
Fax: 888.908.8166
E-mail: jkruse@sehinc.com

Fuel System Design Engineer

Name: Endpoint Solutions Corp.
Address: 6871 South Lovers Lane
Franklin, WI 53132
Contact: Wade Wollerman, PE
Phone: 414.858.1204
Fax: 414.427.1259
E-mail: wade@endpointcorporation.com

END OF DOCUMENT

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ADVERTISEMENT FOR BIDS

**2026 Fuel System Replacement
South Saint Paul Municipal Airport
South Saint Paul, Minnesota
SEH No. SSTPA 187258**

Notice is hereby given that Online Bids will be received by the City of South Saint Paul until 2:00 p.m., Tuesday, December 9, 2025, via [QuestCDN](#) for the furnishing of all labor and material for the construction of 2026 Fuel System Replacement.

The bid opening will be conducted via Microsoft Teams, at which time they will be publicly opened and read aloud:

2026 FUEL SYSTEM REPLACEMENT Bid Opening
DECEMBER 9, 2025, AT 2:00 P.M. (CDT)

Please join my meeting from your computer, tablet or smartphone: <https://bit.ly/42pW6GU>

Or call in (audio only)
+1 872-242-7640,,407860383# United States, Chicago
Phone conference ID: 407 860 383#

Any person monitoring the meeting remotely may be responsible for any documented costs. Message and data rates may apply.

Major components of the Work include: Removal of existing UST fuel tanks, installation of new UST fuel tanks, fueling cabinets, piping, components, site work, concrete pavement, electrical work, and restoration.

The Bidding Documents may be viewed for no cost at <http://www.sehinc.com> by selecting the Project Bid Information link at the bottom of the page and the View Plans option from the menu at the top of the selected project page.

Digital image copies of the Bidding Documents are available at <http://www.sehinc.com> for a fee of \$30. These documents may be downloaded by selecting this project from the "Project Bid Information" link and by entering eBidDoc™ Number 9910703 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com.

For this project, bids will **ONLY** be received electronically. Contractors submitting an electronic bid **will** be charged an additional \$42 at the time of bid submission via the online electronic bid service [QuestCDN.com](#). To access the electronic Bid Worksheet, download the project document and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bids shall be completed according to the Bidding Documents prepared by SEH dated November 11, 2025.

Bid security in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

A Contractor responding to these Bidding Documents must submit to the City/Owner a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3.

This Work shall be subject to minimum wages and labor standards in accordance with City of South St. Paul, US Department of Labor, and the Minnesota Department of Labor and Industry.

The City of South Saint Paul reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City of South Saint Paul.

Andrew Wall
Airport Manager
South Saint Paul, Minnesota

Publish:

Finance and Commerce – XXX

QuestCDN

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* - The office from which the Bidding Documents are to be issued.
 - B. *Bidder or Responsible Bidder* – Terms used in these Bidding Documents that mean a ‘responsible contractor’ meeting the minimum criteria as defined in Minnesota Statutes, section 16C.285, subdivision 3.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Authorized sets of the Bidding Documents may be obtained digitally or by paper copy as directed in the Advertisement for Bids.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete or unauthorized sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder must submit with its Bid (a) Bidder's Proof of Responsibility, and (b) such other data as may be called for below and deemed necessary by the Owner.
- A. Document 00 43 00 - Bid Bond
 - B. Document 00 43 37 - List of Proposed Suppliers
 - C. Document 00 45 19 - Affidavit of Non-Collusion
 - D. Document 00 45 45 - Verification of Compliance with MN Statutes 16C.285
 - E. Document 00 45 47 - Certification of Compliance with MN Statutes 363A.36 (if project exceeds \$100,000)
- 3.02 The following documents shall be submitted by email to knelson@sehinc.com within 72 hours after bid opening to remain in consideration for the project award.
- A. Document 00 45 58 - Certification of Compliance with FAA Buy American Preference – Construction Projects
 - B. List of First Tier Subcontractors
- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

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

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

- 1. The Supplementary Conditions identify:
 - (a) those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - (b) those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - (c) reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - (d) Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- 4. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

B. Underground Facilities

- 1. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data:

1. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. On request, and to the extent Owner has control over the Site, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- B. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- C. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavations and utility locates.

4.04 *Owner's Safety Program*

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

4.05 *Other Work at the Site*

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

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding documents, including Addenda;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental

Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

- E. consider the information known to Bidder; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will not be held for this Project.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than 5 days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 5 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. Subcontractors must comply with MN Statute 16C.285 to do work under this project. It is the prospective Bidder’s responsibility to verify its proposed subcontractors’ compliances with the statutes. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: Fuel tank installation, concrete paving & site work, electrical installation.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form - Document 00 41 00 and attachments are included in the Bidding Documents. Photocopies of these documents should be made for the purpose of submitting the Bid.
- A. All blanks shall be completed by printing in ink or by typewriter and the Bid signed in ink.
- 13.02 A Bid price shall be indicated for each section, Bid Item and unit price item listed on the QuestCDN Online Bid Worksheet. The Bid Worksheet is a part of and appurtenant to the Bid Form and Bid.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be typed or printed in ink below the signatures and uploaded.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; EVALUATION OF BIDS

- 14.01 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

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

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 The Bid shall be submitted electronically.
 - A. The Bid Form - Document 00 41 00 is to be completed and submitted with all the attachments as required to be submitted under the terms of Article 2 of the Bid Form.
 - B. The Bid Worksheet is to be completed and submitted under the terms of Article 3 of the Bid Form.
- 15.02 The Bid shall be submitted no later than the date and time prescribed as indicated in the Advertisement for Bids, unless altered in an issued addendum.
 - A. The official time and date is the time and date displayed in QuestCDN Online.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner will not be accepted nor opened.
- 15.04 The submitted Bid Bond shall be a copy of original signatures and the seal of the Surety. Request of actual copy upon award may be requested.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base bids and major alternates, if any, will be made available to Bidders after the opening of bids. The abstract can be found by following the “Project Bid Information” link of www.sehinc.com then following the “Project Results” link on the top of the second page.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids. Owner will reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 19.02 If Owner awards the Contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. Owner may also reject the Bid of any bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder.
- 19.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.04 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items, and;
 - C. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bidding Documents.
- 19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within 10 days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – BUY AMERICAN CERTIFICATION

22.01 This Article applies to the Schedule A (Federally Eligible) scope of work and associated line items.

- 22.02 Contract requirements for Buy American Certification shall be in accordance with Document 00 45 48.

- 22.03 Within 3 business days following the opening of the bids and prior to the award of the Contract, the responsible low Bidder will be required to submit the Document 00 45 48 Buy American Certificate for Manufactured Products.
- A. If requesting a Buy American Waiver for this Project, the required documentation is provided in Document 00 45 48.
 - B. If submitting a formal waiver request, the responsible low Bidder shall submit to the Owner within 15 calendar days after the Bid opening.

ARTICLE 23 – RETAINAGE

- 23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

- A. The DBE goal for this project is 0%.

ARTICLE 25 – CERTIFICATION OF NON-SEGREGATED FACILITIES

- 25.01 Notice to Prospective Federally-Assisted Construction Contractors
- A. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
 - B. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
- 25.02 Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities
- A. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
- 25.03 Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ARTICLE 26 – ADDITIONAL CONTRACTUAL OBLIGATIONS

- 26.01 Refer to Document 00 73 30 Additional FAA Contract Provisions for additional contractual obligations.

ARTICLE 27 – PRIORITY CLAUSE

- 27.01 In the event of conflicting terms, the order of priority is as follows:
- A. FAA General Provisions – Sections 10-90
 - B. Document 00 73 30 – Additional FAA Contract Provisions
 - C. EJCDC Standard General Conditions of the Construction Contract
 - D. Document 00 73 00 – Supplementary Conditions

END OF DOCUMENT

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GEOTECHNICAL DATA

PART 1 GENERAL

1.01 FOUNDATION BORING NOTES

- A. Data shown on boring logs is for the Bidders' information. Bidder should be cognizant that materials between borings can vary from that shown on logs. Final and complete identification of all materials between borings can be verified only by Site excavation. Bidder shall assume full responsibility for excavating all materials encountered during construction regardless of density or groundwater condition.
- B. The boring logs are an exact copy of the originals made by photo process reproduction. This information was obtained for design purposes and is made available to Bidders so they may have the same information the designers used. This information is not intended as a substitute for Bidder's personal investigations, interpretations, or judgment. Bidder may make their own soils investigation, but they must first obtain Engineer's approval. Failure of Bidder to conduct his own investigation or to analyze available data shall not relieve Bidder of any responsibility in excavating difficult materials.
- C. Water levels indicated on the boring logs are subject to seasonal and/or annual variations.
- D. The original investigation report is available for Bidder's inspection at Engineer's office.

END OF DOCUMENT

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In addition to the Bid Worksheet electronically completed and submitted online, this
BID FORM - DOCUMENT 00 41 00 and the attachments provided must be completed and uploaded to
QuestCDN Online prior to the Bid opening time and date.

DOCUMENT 00 41 00

BID FORM

Contractor's Name _____

Telephone _____

PROJECT IDENTIFICATION: **2026 Fuel System Replacement**
 South Saint Paul Municipal Airport
 South Saint Paul, Minnesota
 SEH No. SSTPA 187258

BIDS TO BE OPENED: **2:00 p.m., Tuesday, December 9, 2025**

TABLE OF ARTICLES

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to [QuestCDN Online](#).
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are attached to and made a condition of this Bid and shall be uploaded via [QuestCDN Online](#):
- A. Document 00 43 00 - Bid Bond
 - B. Document 00 43 37 - List of Proposed Suppliers.
 - C. Document 00 45 19 - Affidavit of Non-Collusion.
 - D. Document 00 45 45 - Verification of Compliance with Minnesota Statutes 16C.285.
 - E. Document 00 45 47 - Certification of Compliance with Minnesota Statutes 363A.36.
- 2.02 The following documents shall be submitted by email to knelson@sehinc.com within 72 hours after bid opening to remain in consideration for the project award.
- A. Document 00 45 48 Certification of Compliance with FAA Buy American Preference – Construction Projects.

- B. List of First Tier Subcontractors with its Bid

ARTICLE 3 – BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the prices as indicated on the [QuestCDN](#) Online Bid Worksheet. The Bid Worksheet is a part of and appurtenant to the Bid Form and Bid.

UNIT PRICE BID

Include bid schedule without bid unit price and bid price columns.

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 – TIME OF COMPLETION

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

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

- 5.01 Bid Acceptance Period
- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 120 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
 - B. Final contract execution will be contingent upon the receipt of a federal grant.
- 5.02 Instructions to Bidder
- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security.
- 5.03 Receipt of Addenda
- A. Bidder hereby acknowledges receipt of the Addenda via QuestCDN Online.

ARTICLE 6 – BIDDER'S REPRESENTATION AND CERTIFICATIONS

- 6.01 Bidders Representations
- A. In submitting this Bid, Bidder represents that:
 - 1. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents.
 - 2. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

4. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Bidder has carefully studied reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder certifies that:

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 7 – DEFINED TERMS

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

ARTICLE 8 – BID SUBMITTAL

8.01 The Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: _____

State of Corporation: _____

Name (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)Attest: _____
(Signature of Corporate Secretary)Date of Qualification to do business in _____ is ____/____/____.
(State Where Project is Located)**Contact Information**

Bidder's Business Address: _____

Phone: _____ Facsimile: _____ E-mail: _____

Submitted on _____, 20____.

State Contractor License No. _____. (If applicable)

END OF DOCUMENT

BID BOND (PENAL SUM FORM)

Bidder Name: Address (<i>principal place of business</i>):	Surety Name: Address (<i>principal place of business</i>):
Owner Name: City of South Saint Paul, MN Address (<i>principal place of business</i>): 1725 Henry Avenue South Saint Paul, MN 55075	Bid Project (<i>name and location</i>): 2026 Fuel System Replacement South Saint Paul Municipal Airport Bid Due Date: December 9, 2025
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
By: _____ <i>(Full formal name of Bidder)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</i>
Name: _____ <i>(Signature)</i>	Name: _____ <i>(Signature) (Attach Power of Attorney)</i>
Title: _____ <i>(Printed or typed)</i>	Title: _____ <i>(Printed or typed)</i>
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint ventures, if necessary.</i>	

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

LIST OF PROPOSED SUPPLIERS

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Material/Equipment to be Supplied _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Material/Equipment to be Supplied _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Material/Equipment to be Supplied _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Material/Equipment to be Supplied _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Material/Equipment to be Supplied _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Material/Equipment to be Supplied _____

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AFFIDAVIT OF NON-COLLUSION

STATE OF _____

COUNTY OF _____

I Hereby swear (or affirm) under the penalty of perjury:

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

Subscribed and sworn to before me this

_____ day of _____, 20____

Bidder's Signature

Notary

Title

(Seal)

Company

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**VERIFICATION OF COMPLIANCE
WITH MN STATUTES 16C.285**

State of Minnesota – Responsible Contractor Requirement (for responses in excess of \$50,000 only)

Minnesota Statute 16C.285, subdivision 7, **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project... *It is your sole responsibility to provide this information at the due date and time of the bid.*

Minnesota Statute 16C.285, subdivision 3, **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** “Responsible Contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

Your response will be rejected unless:

- (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;
 - (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

Your response will be rejected unless:

- (2) The Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - (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 a three year period;
 - (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
 - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; *

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

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

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

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

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

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

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

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by and owner of officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation documents.

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

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

Minn. Stat. 16C.285, Subd. 6. ADDITIONAL CRITERIA

Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

CERTIFICATION

By signing this document, I certify that I am authorized to sign on behalf 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 in Minn. Stat. 16C.285,
- 2) I have included a list of my first-tier subcontractors with my company's solicitation response,
- 3) If my company is awarded a contract, I will submit a list of additional subcontractors as required.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

Before me on this _____ day of _____, 20____, personally appeared _____
_____ known to be, who being duly sworn did depose and say that they
are the _____ (office) of the Contractor above mentioned that they executed the
above Verification of Compliance and Affidavit on behalf of said Contractor; and that all of the statements
contained therein are true, correct and complete.

Attest:

Notary Signature: _____

Printed Name: _____

My Commission expires: _____, 20____

Date: _____ Telephone number: _____

LIST OF FIRST TIER SUBCONTRACTORS

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

**CERTIFICATION OF COMPLIANCE
WITH MN STATUTES 363A.36**

State of Minnesota - Affirmative Action Data (for responses in excess of \$100,000 only)

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and--if required to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.*

How to determine which boxes to complete on this form:

Then you must complete these boxes...	BOX A	BOX B	BOX C	BOX D
On any single working day within the past 12 months, if your company...				
Employed more than 40 full-time employees in Minnesota	X			X
Did not employ more than 40 full-time employees in Minnesota, but did employ more than 40 full-time employees in the state where you have your primary place of business		X		X
Did not employ more than 40 full-time employees in Minnesota or in the state where you have your primary place of business.			X	X

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months.

Your response will be rejected unless your business:

Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR)
 –or–
 has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We do have a current Certificate of Compliance issued by the MDHR. Proceed to **BOX D**. Include a copy of your certificate with your response.
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date) at _____ (time). [If you do not know when the Department received your Plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contact or agreement can be executed. Proceed to **BOX D**.
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. *We acknowledge that our response will be rejected. Proceed to BOX D. Call the Minnesota Department of Human Rights for assistance.*

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights, Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For companies which *have not* had more than 40 full-time employees within Minnesota but have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where they have their primary place of business.

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business:

- ☐ We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- ☐ We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

BOX C – For those companies not described in BOX A or BOX B.

Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D.**

BOX D – For all companies.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th Street, Suite 700

St. Paul, MN 55101

Metro: 651.296.5663

Toll Free: 800.657.3704

Website: www.humanrights.state.mn.us

Fax: 651.296.9042

Email: employerinfo@therightsplace.net

TTY: 651.296.1283

Affirmative Action Data

Revised 2015 - MDHR

**CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE -
CONSTRUCTION PROJECTS (A4.3.2)**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the FAA and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

END OF DOCUMENT

TAX DELINQUENCY AND FELONY CONVICTIONS (A24.3)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ☐ is not ☐ a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

END OF DOCUMENT

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DEMONSTRATION OF GOOD FAITH DBE EFFORTS

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of Bidder/Offeror's Firm: _____

State Registration No.: _____

By _____
(Signature)

Title

FORM 2: LETTER OF INTENT

Name of Bidder/Offeror's Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of Work to be Performed by DBE Firm: _____

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By _____ Date: _____
(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Submit this page for each DBE subcontractor.

END OF DOCUMENT

NOTICE OF AWARD

To: _____

Date: _____

Contract: 2026 Fuel System Replacement, South Saint Paul Municipal Airport
 SEH Project No: SSTPA 187258

You are notified that your Bid dated _____, 20__ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the above referenced project.

The Contract Price is _____.

Base Bid	\$ _____
Alternates	\$ _____
TOTAL	\$ _____

A digital copy of the proposed Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award; that is by _____, 20__.

1. Deliver the following documents to the Engineer **electronically**:

Notice of Award
 Agreement
 Performance Bond and Payment Bond
 Certificate of Insurance

2. (List other conditions). N/A

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

Within fifteen days after you comply with the above conditions, OWNER will return to you one fully-executed counterpart of the Contract Documents.

SEH

By: _____

Title: Kyle Nelson, PE – Engineer

ACCEPTANCE OF NOTICE

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

By _____

Title _____

c: Owner

END OF DOCUMENT

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**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between the City of South Saint Paul
(Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2026 Fuel System Replacement.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Airport fuel system replacement and associated site work.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).
- 3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 45 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run. Refer to Document 00 73 00, Supplementary Conditions, SC-15.03 for a definition of Substantial Completion.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$2000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted

pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$2000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in the Contractor's Bid attached hereto as Document 00 41 00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Within 60 days of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed; less such amounts set off by Owner

pursuant to Paragraph 15.01.E of the General Conditions; and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. Upon completion or correction and acceptance of said Work, Owner shall pay the amounts withheld within 60 days as recommended by Engineer.

1. After Substantial Completion Owner shall also withhold one percent of the value of the Contract or \$500, whichever is greater, pending completion and submission of all "final paperwork" by the Contractor as defined by Minnesota Statutes, section 15.72, subdivision 2.(e)(2). Owner shall pay said amount withheld after Substantial Completion within 60 days of submission of all final paperwork as recommended by Engineer.

6.03 *Final Payment*

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

6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of 4 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:

1. Addenda (numbers 00 00 1__ to 00 00 1__, inclusive).
2. This Agreement (pages 00 52 00-1 to 00 52 00-6, inclusive).
3. Performance Bond (Document 00 61 13).
4. Payment Bond (Document 00 61 14).
5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-9, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
9. The Drawings listed in the index located on the Drawings.
10. Exhibits to this Agreement (enumerated as follows).
 - a. Contractor's Bid (Document 00 41 00).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. Certificate of Insurance.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Field Order(s).
 - c. Work Change Directive(s).
 - d. Change Order(s).

- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

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

9.02 Assignment of Contract

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

9.03 Successors and Assigns

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

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

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

OWNER:

City of South Saint Paul _____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

CONTRACTOR:

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

License No. _____
(Where Applicable)

Agent for service of process: _____

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

Designated Representative:

Name: _____

Title: _____

Address _____

Phone: _____

Email: _____

END OF DOCUMENT

NOTICE TO PROCEED

SOUTH SAINT PAUL, MINNESOTA
SOUTH SAINT PAUL MUNICIPAL AIRPORT
2026 FUEL SYSTEM REPLACEMENT
AIP NO. 3-27-0093-029-2026
SEH NO. SSTPA 187258

TO:

ADDRESS:

You are hereby notified to proceed with the Work on the project. The Contract Times, as described in Article 4 of the Agreement, will commence to run on _____.

Prior to starting any work on the site, the following must be completed:

1. _____
2. _____
3. _____

GIVEN BY:

ACCEPTED BY:

Owner

Contractor

Signature

Signature

Title

Title

Date

Date

c: SEH

END OF DOCUMENT

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PERFORMANCE BOND

Contractor Name: Address (<i>principal place of business</i>):	Surety Name: Address (<i>principal place of business</i>):
Owner Name: City of South Saint Paul Mailing address (<i>principal place of business</i>): 1725 Henry Avenue South Saint Paul, MN 55075	Contract Description (<i>name and location</i>): 2026 Fuel System Replacement South Saint Paul Municipal Airport Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in

whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

PAYMENT BOND

Contractor Name: Address (<i>principal place of business</i>):	Surety Name Address (<i>principal place of business</i>):
Owner Name: City of South Saint Paul Mailing address (<i>principal place of business</i>): 1725 Henry Avenue South Saint Paul, MN 55075	Contract Description (<i>name and location</i>): 2026 Fuel System Replacement South Saint Paul Municipal Airport Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all

funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 - 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute

against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.

Paragraph Number	Term	Definition
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.

Paragraph Number	Term	Definition
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be

Paragraph Number	Term	Definition
		interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is City of South Saint Paul .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

Paragraph Number	Term	Definition
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.

Paragraph Number	Term	Definition
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

Paragraph Number	Term	Definition
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

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Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See Document 00 11 13 Advertisement for Bids.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

See Document 00 21 13 Instructions to Bidders.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or

materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

See Document 00 21 13 Instructions to Bidders.

20-11 Delivery of proposal. See Document 00 21 13 Instructions to Bidders.

20-12 Withdrawal or revision of proposals. See Document 00 21 13 Instructions to Bidders.

20-13 Public opening of proposals. See Document 00 21 13 Instructions to Bidders.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in “default” for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner’s Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner’s Engineer a written request for interpretation no later than 5 days prior to bid opening.

Any interpretation of the project bid documents by the Owner’s Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 45 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein. The final contract execution will be issued after receiving the grant and shall be executed within 120 days of the date specified for publicly opening proposal. Contractors shall not start work until a Notice to Proceed is issued and are expected to hold their pricing until final contract execution.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. See Document 00 21 13 Instructions to Bidders

30-07 Approval of contract. See Document 00 21 13 Instructions to Bidders.

Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the

Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in Document 00 21 13, Instructions to Bidders, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available

to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within

standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

- a. Document 00 73 30 – Additional Special Provisions for Federally Funded Contracts.

50-05 Cooperation of Contractor. The Contractor shall be supplied with **one** hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be

provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): PDF, CSV and CAD formats.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

Construction Staking and Layout includes but is not limited to:

- a. Rough grade slope stakes at 100-foot stations.
- b. Drainage swales slope stakes and flow line blue tops at 50-foot stations.
- c. Subgrade blue tops at 25-foot stations and 25-foot offset distance (maximum) for the following section locations:
 - 1. Roadways – minimum three (3) per station
- d. Base course blue tops at 25-foot stations and 25-foot offset distance (maximum) for the following section locations:
 - 2. Roadways – minimum three (3) per station
- e. Pavement areas:
 - 3. Edge of pavement hubs and tacks (for stringline by Contractor) at 100-foot stations.
 - 4. Between lifts at 25-foot stations for the following section locations:
 - a. Concrete Pavement Areas – at each panel corner
 - 5. Drain lines, cut states and alignment on 25-foot stations, inlet and manholes.
 - 6. Painting and striping layout marked for paint Contractor.
 - 7. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (that is, paving lane).

As part of this task, the Contractor will also perform an As-built survey. This includes:

- a. Perform final pavement topographic survey. Survey marks should be in a 25' by 25' grid pattern. At a minimum, include pavement shots, fuel system features, and new electrical lines. Provide Engineer/RPR with survey files in PDF, CSV, and CAD format.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making

good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

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Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of

compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) G100 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatsoever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor’s responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities

during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport manager a minimum of

seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Document 00 73 00 Supplementary Conditions.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **10** days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall

show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a **twice** monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

-Apron Area closures to be per CSPP, and reopened nightly as needed for marking modification work items.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract. See Document 00 52 00 Standard Form of Agreement.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or

- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

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Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.

Term	Description
	Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

See Document 00 72 00, General Conditions and Document 00 73 00, Supplementary Conditions for retainage amounts.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

- a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material,

workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within **seven** days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within **14** days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers' warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

- j. Project Operation and Maintenance (O&M) Manual(s).
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of

subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

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

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

5.02 *Use of Site and Other Areas*

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

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

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

5.03 *Subsurface and Physical Conditions*

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

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

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

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

- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

- b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
 - 1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 - 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 - 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
 - 1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

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

Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

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

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the

Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

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

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

6.03 Contractor's Insurance

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

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

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.

- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. Shop Drawings

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. Samples

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

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

D. *Resubmittal Procedures for Shop Drawings and Samples*

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

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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

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

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.

- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

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

7.19 *Delegation of Professional Design Services*

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

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

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other

contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

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

10.05 *Determinations for Unit Price Work*

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

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will

not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

- c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

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

11.10 Notification to Surety

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

ARTICLE 12—CLAIMS

12.01 *Claims*

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

is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

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

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

13.01 Cost of the Work

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

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

- b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;

- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

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

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

16.03 *Owner May Terminate for Convenience*

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

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

16.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2018 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 Copies of Documents

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

- A. Owner shall furnish to Contractor three (3) printed copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished on request at the cost of reproduction.

SC-4.03 Reference Points

Add a new paragraph immediately after Paragraph 4.03.A to read as follows:

- B. Contractor shall provide a minimum of 72 hours' written notice to the Resident Project Representative **OR** Engineer in advance of the need for construction stakes on the Project. No claim for delays under Paragraph 4.05 of the General Conditions due to the need for construction stakes will be considered unless 72 hour written notice has been provided and the Contractor is proceeding under an accepted Progress Schedule.

SC-5.03 Subsurface and Physical Conditions

Add the following new paragraph(s) immediately after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

- 1. Report dated _____, prepared by Braun Intertec, titled: Geotechnical Evaluation Report – Fuel System Replacement, consisting of _____ pages.

SC-5.05 Underground Facilities

Add the following sentence at the end of the first sentence of Paragraph 5.05.A:

The subsurface utility information in this plan is utility quality level D. This quality level was determined according to the guidelines of [CI/ASCE 38-02](#), titled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

SC-5.05.B Underground Facilities

Add new paragraph immediately after Paragraph 5.05.B to read as follows:

- 1. Underground utility locations can be obtained from the following owners and services:

Utility	Owner	Phone
Natural Gas	Xcel Energy	
Other	Federal Aviation Administration	
Location Service	Gopher State One Call	Metro: 651.454.0002 Out State: 800.252.1166

SC-5.06 Hazardous Environmental Conditions

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.C.5:

- D. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Worker's Compensation and related coverages under Paragraphs 6.03 of the General Conditions:
 - a. State: Statutory
 - b. Federal, if applicable (e.g., Longshoreman's): Statutory
 - c. Employer's Liability:
 - 1) Bodily injury, each accident \$1,500,000
 - 2) Bodily injury by disease, each employee \$1,500,000

- 3) Bodily injury/disease, aggregate \$1,500,000
 - e. Foreign voluntary worker compensation: Statutory
 - 2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:
 - a. General Aggregate \$1,500,000
 - b. Products - Completed Operations Aggregate \$1,500,000
 - c. Personal and Advertising Injury \$1,500,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,500,000
 - 3. Automobile Liability under Paragraph 6.03.C of the General Conditions:
 - a. Bodily Injury:
 - Each person \$1,500,000
 - Each Accident \$1,500,000
 - b. Property Damage:
 - Each Accident \$1,500,000
 - 4. Excess or Umbrella Liability:
 - a. General Aggregate \$3,000,000
 - b. Each Occurrence \$3,000,000
 - 5. Contractor's Pollution Liability:
 - a. Each Occurrence \$1,500,000
 - b. General Aggregate \$1,500,000
 - 6. Additional Insureds: Include the following as additional insureds:
 - a. Owner
 - b. Short Elliott Hendrickson Inc.
 - c. Endpoint Solutions
 - d. Braun Intertec

SC-6.05 Property Losses; Subrogation

Delete paragraphs A. through D. in their entirety and substitute the following paragraph in their place:

- A. Property Insurance will not be required of the Contractor.

SC-7.03 Labor; Working Hours

Delete Paragraph 7.03.C in its entirety and substitute the following in its place:

- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor may also perform work on Saturdays and Sundays. Contractor may perform Work outside regular working hours or on legal holidays only with Engineer's written consent, which will not be unreasonably withheld.
1. Regular working hours will be 7:00AM – 7:00PM

SC-7.07 Concerning Subcontractors and Suppliers

Delete Paragraph 7.07.H in its entirety and substitute the following in its place:

- H. Upon Owner's request, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of request.

SC-7.07 Concerning Subcontractors and Suppliers

Add the following paragraph after Paragraph 7.07.M:

- N. In accordance with Minnesota Statute 471.425, Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the municipality. Contractor shall pay interest on any unpaid amounts in accordance with the statute.

SC-7.09 Permits

Add new paragraphs immediately after Paragraph 7.09.A to read as follows:

- B. This Project falls under the requirements of the Minnesota Pollution Control Agency (MPCA) General Stormwater Permit for Construction Activity. The Contractor and Owner are considered Co-Permittees and shall complete form MN R100001 jointly. Contractor shall submit the NPDES form to the MPCA and be the sole permittee responsible for implementing the short- and long-term best management practices (BMP). Information and requirements of the permit are available on the MPCA website: www.pca.state.mn.us.
- C. Owner has made application for the following permits:
 - 1. N/AFees and bonding costs for all permits will be paid by the Contractor.

SC-7.11 Laws and Regulations

Add new paragraphs immediately after Paragraph 7.11.C which are to read as follows:

- D. Contractor shall specifically comply with Equal Opportunity Requirements as listed in Minnesota Rules 5000.3535, Standard State Equal Employment Opportunity Construction Contract Specifications.
- E. Contractor shall specifically comply with Minnesota Rules 5000.3550, Disabled Individuals Affirmative Action Clause.

SC-10.03 Resident Project Representative

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

- C. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - 1. *General*: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. The RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. *Records:*
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- c. Maintain records for use in preparing Project documentation.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the Work.

D. The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

SC-11.09 Change Proposals

- A. Purpose and Content: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. Change Proposal Procedure
1. Submittal: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 3 days) after the start of the event giving rise thereto, or after such initial decision.
 2. Supporting Data: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 7 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with provisions of Paragraphs 4.05.D and 4.05.E of the General Conditions.
 - b. Change Proposals related to a change in Contract Price must include full and detailed accounts of materials incorporated in the Work and labor and equipment used for the subject work.

The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.
 3. Engineer's Initial Review: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. Engineer's Full Review and Action on the Change Proposal: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 3 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 7 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12 in General Conditions.
 5. Binding Decision: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12 in General Conditions.
- C. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12 in General Conditions.
- D. Post-Completion: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B in General Conditions.

SC-12.01 Claims

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

- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 5 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 5 days of the decision under appeal.

SC-13.03 Unit Price Work

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

- E. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment as Defined in Document 00 64 00 (Section 40 – Scope of Work)

SC-15.01.B Applications for Payments

Add the following language at the end of Paragraph 15.01.B.1:

Supporting documentation to accompany each Application for Payment shall include:

- a. Updated Project Schedule.
- b. Updated list showing current status of submittals.
- c. Documentation showing payment by Contractor for materials and/or equipment stored.

SC-15.01.B Applications for Payments

Amend Paragraph 15.01.B.4 to read as follows:

- 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement and as follows:

Minnesota:	5 percent
Exempt Non-Minnesota Contractors:	5 percent
Non-Exempt Non-Minnesota Contractors:	5 percent plus 8 percent* = 13 percent

*State Surety Deposit

Non-Minnesota Contractors are advised to file Form SD-3 with the Minnesota Department of Revenue to determine their exemption status.

SC-15.01.D Payment Becomes Due

Delete Paragraph 15.01.D.1 in its entirety and insert the following:

- 1. 30 days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

SC-15.03 Substantial Completion

Add a new paragraph immediately after Paragraph 15.03.A which reads as follows:

- 1. For this Work, Substantial Completion is further defined as follows:
 - a. 100LL Fuel System fully installed and operational
 - b. Jet-A Fuel System fully installed and operational

SC-15.03 Substantial Completion

Add the following new subparagraph to Paragraph 15.03.B:

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

SC-15.05 Final Inspection

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

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

SC-15.06.A Final Payment

Add the following new paragraph immediately after Paragraph 15.06.A.3:

4. Before final application for payment is made for the work, Contractor must make satisfactory showing of compliance with M.S.A. §290.92 which requires the withholding of state income taxes for wages paid employees on this project. Submittal of Certificate of Compliance from the Commissioner of Taxation to the Owner will satisfy this requirement. Contractor is advised that before such certificate can be issued, they must first place on file with the Commissioner of Taxation an affidavit that they have complied with the provisions of M.S.A. §290.92. The required affidavit form will be supplied by the Minnesota Commissioner of Taxation on request.

SC-15.08 Correction Period

Delete Paragraph 15.08.A in its entirety and insert the following in its place:

- A. If within one year after the date of Final Payment (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. correct the defective repairs to the Site or such other adjacent areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

END OF DOCUMENT

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Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

(Issued on May 24, 2023)

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CURRENT CHANGES

Item	Change
Editorial update made to the January 23, 2023 version (effective May 24, 2023)	The link on page 35 was updated to reflect changes to the Department of Labor website.
Editorial updates made to the November 17, 2022 version (effective January 23, 2023)	Pages 7, 16, 19, 20, 25, and 42 of Appendix A were edited to correct grammatical mistakes, update internal document links, and correct the name of the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

CONTRACT GUIDANCE

1. Purpose of this Document

- 1) The purpose of this document is to establish a convenient resource for Sponsors that consolidates federal contract provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program (AIP). The source of requirements addressed within this document are identified within the section for each individual clause.
- 2) **While this document is intended to assist Sponsors with their compliance efforts, it does not alter or modify the terms of any applicable statute or regulation, is not a substitute for reading the regulation and the applicability matrix, and each corresponding document section, nor does it constitute legal advice.**
- 3) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- 4) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- 5) Terminology:
 - a. The term **“Sponsor”** is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a “recipient” of federal assistance when receiving AIP or other FAA grant funds.
 - b. The term **“Owner”** of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
 - c. For purposes of determining requirements for contract provisions, the term **“contract”** includes professional services, and subcontracts and supplier contracts such as purchase orders.
 - d. The term **“contractor”** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
 - e. The term **“bid”** is understood to mean a bid, an offer, or a proposal.
 - f. The term **“applicant”** is understood to mean the following in different contexts:
 - i. For the Equal Employment Opportunity (EEO) clause, the term **“applicant”** means an applicant for employment (whether or not the phrase, *for employment*, follows the word applicant or applicants).

- ii. For all other clauses, the term “**applicant**” means a bidder, offeror, or proposer for a contract.

2. Sponsor Actions

In general, Sponsor’s actions consistent with obligations:

- 1) Include in its procurements the provisions that are applicable to its project.
- 2) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A Sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.
- 3) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a Sponsor must use.
 - (a) Mandatory Language – Whenever a clause or provision has mandatory text, the Sponsor must incorporate the text of the provision without change, except where specific adaptive input is necessary (e.g., such as the Sponsor’s name).
 - (b) No Mandatory Language – For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some Sponsors may have standard procurement language that is equivalent to those federal provisions. In these cases, Sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.
- 4) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement).
- 5) Require the contractor (including all subcontractors) to incorporate the requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services.
- 6) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.
- 7) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

3. Typical Procurement Steps

The typical procurement steps in a project are:

- 1) Solicitation, Request for Bids, or Request for Proposals – This is also called the Advertisement or Notice to Bidders.
- 2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically

include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications, and related project documents.

- 3) Bid/Proposal Evaluation – Period when Sponsor tabulates, reviews, and evaluates all proposals for bid responsiveness and bidder responsibility.
- 4) Award – Point when the Sponsor formally awards the contract to the successful bidder.
- 5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement with bidder to perform services or provide goods.

4. Applicability Matrix for Contract Provisions

[Table 1](#) Matrix summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the Sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the Sponsor may incorporate references in the solicitation in lieu of including the entire text.

Sponsors are responsible for reviewing both the Matrix and each corresponding section to determine applicability of specific contract provisions.

Meaning of cell values in table below:

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD – Provision the Sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
Access to Records and Reports	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Affirmative Action Requirement	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
Breach of Contract	\$250,000	NIS	REQD	REQD	REQD	REQD	n/a
Buy American Preferences	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) Buy American Statement	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) Construction	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) Equipment/Building Projects	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
Civil Rights – General	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
Civil Rights - Title VI Assurances	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) Clause - Contracts	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) Clause – Transfer of U.S. Property	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) Clause – Transfer of Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) Clause - Construct/Use/Access to Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) List – Pertinent Authorities	\$0	NIS	REQD	REQD	REQD	REQD	REQD
Clean Air/Water Pollution Control	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
Contract Work Hours and Safety Standards	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
Copeland Anti-Kickback	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
Davis Bacon Requirements	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
Debarment and Suspension	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
Disadvantaged Business Enterprise	\$ 250,000	REQD	REQD	REQD	REQD	REQD	n/a
Distracted Driving	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
Domestic Preferences for Procurements	\$0	NIS	REQD	REQD	REQD	REQD	Info
Equal Employment Opportunity	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(1) EEO Contract Clause	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) EEO Specification	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
Federal Fair Labor Standards Act	\$ 0	REQD	REQD	REQD	REQD	REQD	Info
Foreign Trade Restriction	\$ 0	REQD	REQD	REQD	REQD	REQD	n/a
Lobbying Federal Employees	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
Occupational Safety and Health Act	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	\$0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition of Segregated Facilities	\$0	NIS	Limited	REQD	Limited	Limited	n/a
Recovered Materials	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
Right to Inventions	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Seismic Safety	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Tax Delinquency and Felony Conviction	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Termination of Contract	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
Veteran's Preference	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.
2. Airport Sponsors must include the appropriate Civil Rights – Title VI language in their solicitation notices when they seek proposals for concessions.
3. For ACDBE agreements, use the column for *Non-AIP Contracts*.

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.334 requires a Sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.337 establishes that Sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the Sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The Sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the Sponsor prefers to use different language, the Sponsor's language must fully satisfy the requirements of 2 CFR §§ 200.334 and 200.337.

A1.3 MODEL CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR Part 60-4

Executive Order 11246

A2.2 APPLICABILITY

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a Sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "[Participation Goals for Minorities and Females](#)". EAs and SMSAs span state boundaries. A Sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types –

Construction – The Sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

Equipment – The Sponsor must incorporate this notice in any equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer's plant (e.g., firefighting and snow removal vehicles).

Professional Services – The Sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000. Examples include installation of monitoring systems (e.g., noise, environmental, etc.).

Property/Land – The Sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – MANDATORY TEXT. The Sponsor must:

- (a) Incorporate the text of this provision in its solicitations without modification.
- (b) Incorporate the applicable minority participation goal and the covered area by geographic name.
- (c) Not simply insert a reference to the 1980 Federal Register Notice.

A2.3 MANDATORY SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: **[Sponsor must insert established goal]**

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. 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 shall 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 shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Minnesota, Dakota County, South Saint Paul.

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR Part 200, Appendix II(A)

A3.2 APPLICABILITY

This provision requires Sponsors to incorporate administrative, contractual or legal remedies in the event that a contractor violates or breaches contract terms. The Sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$250,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200. Select either "contractor" or "consultant" as applicable.

A3.3 MODEL CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [Contractor | Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [Contractor | Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor | Consultant] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

A4.2 APPLICABILITY

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest.
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

- 1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");

- 2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- 3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Proprietary Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2018 requires that all approved waivers must be posted to the FAA’s website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Buy American Conformance Lists. The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provisions – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully comply with 49 USC § 50101 and BABA.

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.

- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

A4.3 MODEL SOLICITATION CLAUSES

A4.3.1 Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

¹ Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

A4.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

For Information Only

A4.3.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

Contract Types – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all Sponsor contracts *regardless* of funding source.

Use of Provision – MANDATORY TEXT. Each contract must include two civil rights provisions. The first general clause must be included in all contracts, lease agreements, or transfer agreements. An additional specific provision must be included; the applicable text is based on whether the contract is a general contract or whether the contract is a lease or transfer agreement. The Sponsor must incorporate the text of the appropriate general clause and specific clause without modification into the contract, lease, or transfer agreement.

The required clauses for each type of contract are summarized in the table below:

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Clause that is used for all contracts, lease agreements and transfer agreements	Every contract or agreement regardless of funding source.	A5.3.1
Clause that is used for general contract agreements	This applies to all contracts that do not involve property agreements. It applies to all contracts not covered by A5.3.3 regardless of funding source.	A5.3.2
Clause that is used for lease agreements and transfer agreements	This applies to all property agreements such leases of concession space in a terminal and leases where a physical portion of the airport is transferred for use. It applies to all contracts not covered by A5.3.2 regardless of funding source.	A5.3.3

A5.3 MANDATORY CONTRACT CLAUSES

A5.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5.3.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A5.3.3 Specific Clause that is used for Lease Agreements or Transfer Agreements

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation [Order DOT 1050.2](#), Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the Sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

A6.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice – - Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses - Assurance 30(d) of the Airport Sponsors Assurances	1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and 2) All Sponsor proposals for negotiated agreements regardless of funding source.	A6.3.1

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Clauses for Compliance with Nondiscrimination Requirements - Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses - Assurance 30(e)(1) of the Airport Sponsor Assurances	Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence). It has been determined that service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements must include this clause.	A6.4.2
Title VI Required Clause for Property Interests Transferred from the United States - Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses - Assurance 30e.3 of the Airport Sponsor Assurances	As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor. This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract.	A6.4.3
Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program – - Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses - Assurance 30(e)(4)(a) of the Airport Sponsor Assurances	As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility. It applies to agreements not covered by A6.4.4.	A6.4.4

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program - Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses - Assurance 30(e)(4)(b) of the Airport Sponsor Assurances	In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program This applies to agreements such as leases of concession space in a terminal not covered by A6.4.3.	A6.4.5
Title VI List of Pertinent Nondiscrimination Acts and Authorities - Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses - Assurance 30(e)(2) of the Airport Sponsor Assurances	Insert this list in every contract or agreement, unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence. This list can only be omitted if the FAA has determined that the contractor or company is already subject to substantively identical nondiscrimination requirements.	A6.4.1 List must be included in all applicable contracts.

A6.3 MANDATORY SOLICITATION CLAUSE

The Sponsor must include this clause in:

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All Sponsor proposals for negotiated agreements **regardless of funding source.**

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

A6.4 MANDATORY CONTRACT CLAUSES

A6.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the Sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements, which is a rare occurrence.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must

take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

A6.4.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

The Sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.
- 3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or

refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.3 Title VI Clauses for Deeds Transferring United States Property

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances:

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC §§ 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**A6.4.4 Title VI Clauses for Transfer of Real Property
Acquired or Improved Under the Activity, Facility,
or Program**

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee,

licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities

thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

A7.2 APPLICABILITY

Contract Types – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR § 200.

A7.3 MODEL CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

A8.2 APPLICABILITY

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 USC §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

Professional Services – This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

Use of Provision – MANDATORY TEXT. Sponsors must incorporate this text without modification.

A8.3 MANDATORY CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND “ANTI-KICKBACK” ACT

A9.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Parts 3 and 5

A9.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 USC § 874 and 40 USC § 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g., SRE and ARFF vehicles).

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 29 CFR Part 5.

A9.3 MODEL CONTRACT CLAUSE

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

A10.2 APPLICABILITY

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction – Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$ 2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g., SRE and ARFF vehicles)

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Fencing Projects – Fencing projects that exceed \$2,000 must include this provision.

Use of Provision – MANDATORY TEXT. 29 CFR part 5 establishes specific language a Sponsor must use. The Sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The Sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

A10.3 MANDATORY CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor,

Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

A11.2 APPLICABILITY

The Sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally-assisted projects. The Sponsor accomplishes this by:

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, Sponsor may substitute "bidder/offeree" with "consultant."

A11.3 MODEL BID/PROPOSAL CERTIFICATION CLAUSES

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR Part 26

A12.2 APPLICABILITY

A Sponsor that anticipates awarding \$250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (49 CFR § 26.21). The approved DBE program will identify a 3-year overall program goal that the Sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (49 CFR § 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the following provisions, if applicable:

- 1) Clause in all solicitations for proposals for which a contract goal has been established,
- 2) Clause in each prime contract, and
- 3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. *Solicitations with a DBE Contract Goal* – No mandatory language provided. 49 CFR §26.53 requires a Sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements. The Sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.
2. *Solicitations Relying on Race/Gender Neutral Means* – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy requirements for a Sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Assurance for Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED.** Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race/gender neutral means (i.e., no DBE contract goal). Section 26.13 of 49 CFR establishes mandatory language for contractor assurance. The Sponsor must not modify the language. Part 26 of 49 CFR requires Sponsors ensure this clause also flows down into subcontracts (i.e., must be included verbatim in subcontracts).

4. *Prompt Payment for Contracts Covered by DBE Program* – No mandatory language provided. Section 26.29 of 49 CFR requires Sponsors to include a contract clause requiring prompt payment to subcontractors no later than thirty (30) days after the prime contractor receives payment from the Sponsor. The requirement applies to all subcontractors, not just DBEs. The prompt payment language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, such as a specific clause identified in the Sponsor's approved DBE program plan, the Sponsor's revised language must fully satisfy these requirements.
5. *Termination of DBE Subcontractors on Contracts with a DBE Contract Goal* - No mandatory language provided. Section 26.53 of 49 CFR prohibits unauthorized removal or replacement of DBE firms listed in response to a solicitation that had a DBE contract goal and sets forth the specific enforcement mechanism recipients must include in prime contracts. The language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement.
6. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A12.3 REQUIRED PROVISIONS

A12.3.1 Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.3.3 Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

A13.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR § 200.320 (currently set at \$10,000).

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully satisfy these requirements.

A13.3 MODEL CONTRACT CLAUSE

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A14.1 SOURCE

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

A14.2 APPLICABILITY

Sponsors and subgrant recipients are prohibited from using AIP grant funds to:

- a) Procure or obtain,
- b) Extend or renew a contract to procure or obtain, or
- c) Enter into a contract to procure or obtain certain covered telecommunications equipment.

These restrictions apply to telecommunication equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of either).

Contract Types – The Sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully satisfy these requirements. Sponsor may substitute “Contractor and subcontractor” with “Consultant and sub-consultant” for professional service agreements.

A14.3 MODEL CERTIFICATION CLAUSE

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS

A15.1 SOURCE

49 CFR Part 32

Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)

A15.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does ***not*** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the Sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the Sponsor level.

A15.3 CONTRACT CLAUSE

None.

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A16.1 SOURCE

2 CFR Part 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

A16.2 APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally-assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types –

Construction – The Sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment – The Sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

Professional Services – The Sponsor must include contract and specification language into all professional service agreements as required above.

Property – The Sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

Use of Provision – MANDATORY TEXT. 41 CFR § 60-1.4 provides the mandatory ***contract*** language. 41 CFR § 60-4.3 provides the mandatory ***specification*** language. The Sponsor must incorporate these clauses without modification.

A16.3 MANDATORY CONTRACT CLAUSE

A16.3.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in

whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. “Minority” includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p 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 should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. 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, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must 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 must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall 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. Ensure and 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, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite 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 such 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 therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director 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 area 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 Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO 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 EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO 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 onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at 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 EEO 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 EEO 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 the 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, the 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. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. 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, etc., such opportunities.

m. 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 EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). 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 7a through 7p 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 workforce 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 a defense for the Contractor's noncompliance.

9. A single goal 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 the Executive Order 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 the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. 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 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, 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 (e.g., 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 an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOURCE

29 USC § 201, et seq

2 CFR § 200.430

A17.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 USC § 201, et seq. The Sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A17.3 MODEL SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor* | *Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor* | *Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

A18.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The Sponsor must incorporate this provision into all contracts exceeding \$100,000.

Use of Provision – MANDATORY TEXT. Appendix A to 49 CFR Part 20 prescribes language the Sponsor must use. The Sponsor must incorporate this provision without modification.

A18.3 MANDATORY CERTIFICATION CLAUSE

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

A19.1 SOURCE

2 CFR Part 200, Appendix II(C)

41 CFR Part 60-1

A19.2 APPLICABILITY

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP Sponsors must incorporate the Prohibition of Segregated Facilities clause (41 CFR § 60-1.8) in any contract containing the Equal Employment Opportunity clause of 41 CFR § 60-1.4. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor's manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include the installation of noise monitoring equipment.

Property/Land – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 41 CFR Part 60-1.

A19.3 MODEL CONTRACT CLAUSE

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The

Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 SOURCE

29 CFR Part 1910

A20.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 CFR Part 1910.

A20.3 MODEL CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 SOURCE

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

A21.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the Sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

Construction and Equipment – Include this provision in all construction and equipment projects.

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds \$10,000.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200.

A21.3 MODEL CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year;
or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

A22.1 SOURCE

2 CFR Part 200, Appendix II(F)

37 CFR Part 401

A22.2 APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

A22.3 MODEL CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

A23.1 SOURCE

49 CFR Part 41

A23.2 APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 49 CFR part 41.

A23.3 MODEL CONTRACT CLAUSE

A23.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A23.3.2 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1 SOURCE

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

A24.2 APPLICABILITY

The Sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of DOT Order 4200.6.

A24.3 MODEL CERTIFICATION CLAUSE

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify

the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

For Information Only

A25 TERMINATION OF CONTRACT

A25.1 SOURCE

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

A25.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the Sponsor. The provision must address the manner (i.e., notice, opportunity to cure, and effective date) by which the Sponsor’s contract will be affected and the basis for settlement (e.g., incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Convenience – No mandatory text provided. The Sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR § 200.

Termination for Cause – No mandatory text provided. The Sponsor must include a clause for termination for cause (includes default). The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

Equipment, Professional Services, and Property – No mandatory text provided. The Sponsor may use their established clause language provided that it adequately addresses the intent of 2 CFR Part 200 Appendix II(B), which addresses termination for cause and for convenience.

A25.3 MODEL CONTRACT CLAUSES

A25.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A25.3.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOURCE

49 USC § 50104

49 CFR Part 30

A26.2 APPLICABILITY

Unless waived by the Secretary of Transportation, Sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause apply to all AIP funded projects.

Use of Provision – MANDATORY TEXT. 49 CFR Part 30 prescribes the language for this model clause. The Sponsor must include this certification language in all contracts and subcontracts without modification.

A26.3 MANDATORY SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

A27.1 SOURCE

49 USC § 47112(c)

A27.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans [as defined under § 47112(c)] only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 49 USC § 47112.

A27.3 MODEL CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

A28.1 SOURCE

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

A28.2 APPLICABILITY

To the greatest extent “practicable,” Sponsors must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U.S., including, but not limited to iron, aluminum, steel, cement, or other manufactured products.

Contract Types – Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR § 200.322.

A28.3 MODEL CERTIFICATION CLAUSE

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

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FEDERALLY FUNDED CONSTRUCTION CONTRACTS
SPECIAL PROVISIONS DIVISION A - LABOR
February 1, 2006

I. PREAMBLE

It is in the public interest that public buildings and other public works projects be constructed and maintained by the best means and the highest quality of labor reasonably available and that persons working on public works projects be compensated according to the real value of the services they perform.¹

Therefore, the department shall administer this contract pursuant to the **Federal Davis-Bacon and Related Acts, Required Contract Provisions Federal-Aid Construction Contracts, Form-1273, U.S. Department of Labor's Field Operations Handbook, State of Minnesota Statutes and Rules, MN/DOT's Standard Specifications for Construction, MN/DOT's Contract Administration Manual and MN/DOT's State Aid Manual.**

II. DEFINITIONS²

- A. **Contract**: The written agreement between the contracting authority and the prime contractor setting forth their obligations, including, but not limited to, the performance of the work, the furnishing of labor and materials, the basis of payment, and other requirements contained in the contract documents.
- B. **Contracting Authority**: The political subdivision, governmental body, board, department, commission, or officer making the award and execution of contract as the party of the first part.
- C. **Contractor**: The term "contractor" in these provisions shall include the prime contractor, subcontractor, agent, or other person doing or contracting to do all or part of the work under this contract.³
- D. **Department**: The Department of Transportation of the State of Minnesota, or the political subdivision, governmental body, board, commission, office, department, division, or agency constituted for administration of the contract work within its jurisdiction.
- E. **First Tier Subcontractor**: An individual, firm, corporation, or other entity to which the prime contractor sublets part of the contract.
- F. **Independent Truck Owner/Operator (ITO)**: An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity that provides construction services to a public works project.⁴
- G. **Laborer or Mechanic**: A worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.⁵
- H. **Plan**: The plan, profiles, typical cross-sections, and supplemental drawings that show the locations, character, dimensions, and details of the work to be done.
- I. **Prime Contractor**: The individual, firm, corporation, or other entity contracting for and undertaking prosecution of the prescribed work; the party of the second part to the contract, acting directly or through a duly authorized representative.

¹ Minnesota Statute 177.41

² MN/DOT Standard Specifications for Construction, Section 1103

³ Minnesota Statute 177.44, Subdivision 1

⁴ Minnesota Rules 5200.1106, Subpart 7(A)

⁵ Minnesota Rules 5200.1106, Subpart 5(A)

- J. **Project**: The specific section of the highway, the location, or the type of work together with all appurtenances and construction to be performed under the contract.
- K. **Second Tier Subcontractor**: An individual, firm, corporation, or other entity to which a first tier subcontractor sublets part of the contract.
- L. **Special Provisions**: Additions and revisions to the standard and supplemental specifications covering conditions peculiar to an individual project.
- M. **Specifications**: A general term applied to all directions, provisions, and requirements pertaining to performance of the work.
- N. **Subcontractor**: An individual, firm, corporation, or other entity to which the prime contractor or subcontractor sublets part of the contract.
- O. **Substantially In Place**: Mineral aggregate is deposited on the project site directly or through spreaders where it can be spread from or compacted at the location where it was deposited.⁶
- P. **Trucking Broker**: An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users of such services, contracting to obtain such services from providers of trucking services, dispatching the providers of the services to do work as required by the users of the services, receiving payment from the users in consideration of the trucking services provided and making payment to the providers for the services.⁷
- Q. **Trucking Firm/Multiple Truck Owner (MTO)**: Any business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects.⁸
- R. **Work**: The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract upon the contractor. Also used to indicate the construction required or completed by the contractor.

III. SCOPE – SPECIAL PROVISIONS DIVISION A & CONTRACT

- A. These provisions shall apply to this contract, which is funded in whole or in part with federal funds⁹ and state funds.¹⁰
- B. These provisions shall apply to the prime contractor and all subcontractors contracting to do all or part of the work under this contract.¹¹
- C. The provisions established in this document do not necessarily represent all federal, state, and local laws, ordinances, rules and regulations. It is the responsibility of the prime contractor to inform itself and all subcontractors about other regulations that may be applicable to this contract.
- D. The prime contractor is responsible to ensure that each subcontractor performing work under this contract receives copies of all required contract provisions.¹² These provisions shall be incorporated into written subcontracts and must be displayed on the poster board.¹³
- E. The department shall administer this contract in accordance with all applicable federal regulations, state statutes and rules¹⁴, along with the plans, specifications and provisions, which are incorporated into and found elsewhere in this contract.

⁶ Minnesota Rules 5200.1106, Subpart 5(C)

⁷ Minnesota Rules 5200.1106, Subpart 7(C)

⁸ Minnesota Rules 5200.1106, Subpart 7(B)

⁹ 29 CFR Part 5.5(a)

¹⁰ Minnesota Statute 177.41

¹¹ Minnesota Statute 177.44, Subdivision 1

¹² 29 CFR Part 5.5(a)(6)

¹³ Minnesota Statute 177.44, Subdivision 5

- F. An unpublished decision from the Minnesota Court of Appeals affirms the authority of the Minnesota Commissioner of Transportation to enforce the Minnesota Prevailing Wage Law on a case-by-case basis.¹⁵ Therefore, the department shall provide enforcement in a manner consistent with the decision notwithstanding any prior notices on the subject.
- G. For additional information refer to: www.dot.state.mn.us/const/labor/.

IV. PAYROLLS AND STATEMENTS

- A. Each week, in which work was performed under this contract, all contractors shall submit a payroll statement to the department.¹⁶ Each statement shall be submitted within seven days after the regular payment date of the payroll period.¹⁷ Each payroll submitted shall include all employees that performed work under this contract and provide at a minimum the following information:¹⁸
 - 1. Contractor's name, address, and telephone number.
 - 2. State project number.
 - 3. Payroll report number.
 - 4. Project location.
 - 5. Workweek ending date.
 - 6. Name, social security number, and home address for each employee.
 - 7. Labor classification(s) and/or three-digit code for each employee.
 - 8. Hourly straight time and overtime wage rates paid to each employee.
 - 9. Daily and weekly hours worked in each labor classification, including overtime hours for each employee.
 - 10. Authorized legal deductions for each employee.
 - 11. Project gross amount, weekly gross amount and net wages paid to each employee.
- B. Payroll records may be submitted in any form provided it includes all the information contained in **Subpart A (1 - 11)** of this section.¹⁹ However, contractors needing a payroll form may utilize the "front side" of the **U.S. Department of Labor's, WH-347 - Payroll Form**. This form is available by visiting the Labor Compliance website.²⁰
- C. All payroll records must be accompanied with a completed and signed **MN/DOT, 21658 - Statement of Compliance Form**.²¹
- D. The prime contractor is responsible for assuring that its payroll records and those of all subcontractors include all employees that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed.²²
- E. The prime contractor is responsible to maintain all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued.²³

¹⁴ Minnesota Rules 8820.3000, Subpart 2

¹⁵ Minnesota Court of Appeals Case Number: C6-97-1582

¹⁶ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(c)

¹⁷ 29 CFR Part 3.4(a)

¹⁸ Minnesota Rules 5200.1106, Subpart 10

¹⁹ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(c)

²⁰ www.dot.state.mn.us/const/labor/

²¹ Minnesota Rules 5200.1106, Subpart 10

²² 29 CFR Part 5.5(a)(6)

²³ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(a)

- F. At the end of each pay period, each contractor shall provide every employee, in writing, an accurate detailed earnings statement.²⁴
- G. Upon request from the U.S. Department of Labor (U.S. DOL), Federal Highway Administration (FHWA), Minnesota Department of Labor and Industry (MN/DLI) or the Department, the prime contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions.²⁵
- H. At the department's discretion, the project engineer may administer the submission of payroll records according to MN/DOT's Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the **MN/DOT Contract Administration Manual, Section A(4)(d)**. The program has not been approved for federal-aid contracts administered by local units of government and will not be allowed for such contracts. However, the program may be utilized for local state-aid contracts.
- I. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms and those of any subcontractor, the department may implement the actions prescribed in section **XVI (NON-COMPLIANCE AND ENFORCEMENT)**.

V. WAGE RATES

- A. The prime contractor is responsible to ensure that its workers and those of all subcontractors are compensated according to the U.S. DOL federal general decision(s) and the MN/DLI state prevailing wage determination(s) incorporated into and found elsewhere in this contract, **whichever is greater**. All contractors shall pay each worker the required minimum total hourly wage rate for all hours worked on the project and for the appropriate classification of labor.
 - 1. Federal building, heavy and highway general decisions are specific to the county in which the construction work is being performed; a decision does not cross county or state lines.²⁶ If a project extends into more than one county or state, the applicable wage decision for each county or state shall be incorporated into and found elsewhere in this contract.
 - 2. State highway and heavy wage determinations are specific to ten separate regions throughout the state of Minnesota. If a project extends into more than one region, the applicable wage decision for each region shall be incorporated into and found elsewhere in this contract.
 - a. If this contract contains multiple highway and heavy wage determinations, there shall be only one standard of hours of labor and wage rates.²⁷
 - 3. State commercial wage determinations are specific to the county in which the construction work is being performed. If a project extends into more than one county, the applicable wage determination for each county shall be incorporated into and found elsewhere in this contract.
 - a. If this contract contains multiple commercial wage determinations, there shall be only one standard of hours of labor and wage rates.²⁸
- B. Wage rates listed in the federal and/or state wage determination(s) contain two components: the hourly basic rate and the fringe rate; together they equal the total prevailing wage rate. A

²⁴ Minnesota Statute 181.032

²⁵ Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

²⁶ 29 CFR Part 1.7(a)

²⁷ Minnesota Statute 177.44, Subdivision 4

²⁸ Minnesota Statute 177.44, Subdivision 4

contractor shall compensate a worker at a minimum, a combination of cash and fringe benefits equaling the total prevailing wage rate.²⁹

- C. The applicable certified wage decisions incorporated into and found elsewhere in this contract remain in effect for the life of this contract. The wage decisions do not necessarily represent the workforce that can be obtained at the rates certified by the U.S. DOL or MN/DLI. It is the responsibility of the prime contractor and any subcontractor to inform themselves about local labor conditions and prospective changes or adjustments to the wage rates. No increase in this contract price shall be allowed or authorized due to wage rates that exceed those incorporated into this contract.
- D. A contractor shall not reduce a worker's private, regular rate of pay when the wage rate certified by the U.S. DOL or MN/DLI is less than the worker's normal hourly wage.³⁰
- E. From the time a worker is required to report for duty at the project site until the worker is allowed to leave the site, no deductions shall be made from the worker's hours for any delays of less than twenty consecutive minutes.³¹
 - 1. In situations where a delay may exceed twenty consecutive minutes and the contractor requires a worker to remain on the premises or so close to the premises that the worker cannot use the time effectively for the worker's own purposes, the worker is considered "on-call"³² and shall be compensated in accordance with **Subpart B** of this section, unless the worker is allowed or required to leave the project site.
- F. A contractor making payment to an employee, laborer, mechanic, worker, or truck owner-operator shall not accept a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.³³
- G. Any employee who knowingly permits a contractor to pay less than the total prevailing wage or gives up any part of the compensation to which the employee is entitled may be subject to penalties.³⁴

VI. BONA FIDE FRINGE BENEFITS

- A. A "funded" fringe benefit plan is one that allows the contractor to make irrevocable contributions on behalf of an employee to a financially responsible trustee, third person, fund, plan or program, without prior approval from the U.S. Department of Labor. Types of "funded" fringe benefits may include, but are not limited to: pension, health and life insurance.³⁵
- B. An "unfunded" fringe benefit plan or program is one that allows the contractor to furnish an in-house benefit on behalf of an employee. The cost to provide the benefit is funded from the contractor's general assets rather than funded by contributions made to a trustee, third person, fund, plan or program. Types of "unfunded" fringe benefits may include, but are not limited to: holiday plans, vacation plans and sick plans.³⁶
- C. Credit toward the total prevailing wage rate shall be determined for each individual employee and is allowed for bona fide fringe benefits that:³⁷
 - 1. include contributions irrevocably made by a contractor on behalf of an employee to a financially responsible trustee, third person, fund, plan, or program;

²⁹ Minnesota Statute 177.42, Subdivision 6

³⁰ Minnesota Statute 181.03, Subdivision 1(2)

³¹ Minnesota Rules 5200.0120, Subpart 1

³² Minnesota Rules 5200.0120, Subpart 2

³³ Minnesota Rules 5200.1106, Subpart 6

³⁴ Minnesota Statute 177.44, Subdivision 6

³⁵ 29 CFR Parts 5.26 and 5.27

³⁶ 29 CFR Part 5.28

³⁷ 29 CFR Part 5.23

2. are legally enforceable;
 3. have been communicated in writing to the employee; and
 4. are made available to the employee once he/she has met all eligibility requirements.
- D. No credit shall be allowed for benefits required by federal, state or local law, such as: worker's compensation, unemployment compensation, and social security contributions.³⁸
- E. Upon request from the Minnesota Department of Labor and Industry (MN/DLI) or the Department, the prime contractor shall promptly furnish copies of fringe benefit records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions.³⁹
- F. In addition to the requirements set forth in **Subpart C** of this section, it is the responsibility of the prime contractor and any subcontractor to inform themselves about other federal and state fringe benefit regulations that may be applicable to this contract.
- G. Contractors shall submit a completed and signed **MN/DOT, 21658 - Statement of Compliance Form**, identifying any fringe contributions made on behalf of a worker.⁴⁰ The form must be submitted in accordance with section **IV (PAYROLLS AND STATEMENTS), Subparts A and C**.
- H. Pursuant with *Minnesota Statute 181.74, Subdivision 1*, a contractor that is obligated to deposit fringe benefit contributions on behalf of its employees into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions may be guilty of a gross misdemeanor. A contractor found in violation of the above-mentioned statute shall compel the department to take such actions as prescribed in section **XVI, (NON-COMPLIANCE AND ENFORCEMENT)**.

VII. OVERTIME

- A. A contractor shall not permit or require a worker to work in excess of 40 hours per week unless the worker is compensated at a rate not less than 1-1/2 times the basic hourly rate as determined by the United States Secretary of Labor.⁴¹
- B. A contractor shall not permit or require a worker to work longer than the prevailing hours of labor unless the worker is paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic hourly rate of pay.⁴² The prevailing hours of labor is defined as not more than 8 hours per day or more than 40 hours per week.⁴³
- C. In addition to the requirements set forth in **Subparts A and B** of this section, it is the responsibility of the prime contractor and any subcontractor to inform themselves about other federal and state overtime regulations that may be applicable to this contract.

VIII. LABOR CLASSIFICATIONS

- A. All contractors shall refer to the federal general decision or the state wage determination incorporated into and found elsewhere in this contract to obtain an applicable job classification. Workers must be classified and compensated for the actual work performed regardless of the worker's skill level.⁴⁴ The prime contractor shall ensure that all contractors adhere to the following requirements:

³⁸ 29 CFR Part 5.29(f)

³⁹ Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

⁴⁰ Minnesota Rules 5200.1106, Subpart 10

⁴¹ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 7

⁴² Minnesota Statute 177.44, Subdivision 1

⁴³ Minnesota Statute 177.42, Subdivision 4

⁴⁴ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

1. Prior to performing work under this contract, all contractors shall review the federal general decision and complete a **U.S. DOL, SF-1444 - Request for Authorization of Additional Classification and Wage Rate Form** for any labor classification missing from the decision and submit it to the MN/DOT Labor Compliance Unit for processing.⁴⁵
2. If a contractor cannot determine an appropriate job classification, state law requires that the worker be assigned a job classification that is the "same or most similar".⁴⁶ Contractors should refer to the Master Job Classification List⁴⁷ to obtain an applicable labor classification. Clarification regarding labor classifications should be directed to the MN/DLI or the MN/DOT Labor Compliance Unit.

IX. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS AND FOREMAN

- A. An independent contractor performing work as a laborer or mechanic is subject to the contract prevailing wage requirements⁴⁸ for the classification of work performed and shall adhere to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**. In order to ensure compliance, the department may examine the subcontract agreement to determine if the bid price submitted covers the applicable prevailing wage rate for the number of hours worked, along with other records, deemed appropriate by the department.⁴⁹
- B. Pursuant with state regulations, owners, supervisors and foreman performing work under the contract⁵⁰ shall be compensated in accordance with section **V (WAGE RATES)**. Furthermore, the prime contractor and any subcontractor shall adhere to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**.
- C. Pursuant with federal regulations, the contract labor provisions do not apply to owners, supervisors or foreman whose duties are primarily associated with bona fide administrative, executive or clerical positions. These individuals are not deemed to be laborers or mechanics.⁵¹
 1. However, working owners, supervisors and/or foreman who devote more than 20 percent of their time during a workweek to laborer or mechanic duties are considered laborers or mechanics for the time so spent and are subject to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**.

X. APPRENTICES, TRAINEES AND HELPERS

- A. An apprentice is not subject to the federal and/or state wage decisions incorporated into and found elsewhere in this contract, provided the contractor can demonstrate compliance with **Subparts (1 - 4)** of this section:⁵²
 1. The apprentice is performing the work of his/her trade.
 2. The apprentice is registered with the U.S. DOL Bureau of Apprenticeship and Training or MN/DLI Division of Voluntary Apprenticeship.
 3. The apprentice is compensated according to the rate specified in the program for the level of progress.

⁴⁵ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 2

⁴⁶ Minnesota Statute 177.44, Subdivision 1

⁴⁷ Minnesota Rules 5200.1100

⁴⁸ 29 CFR Part 5.2(o) and Minnesota Statute 177.41

⁴⁹ Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10

⁵⁰ Minnesota Statute 177.44, Subdivision 1

⁵¹ 29 CFR Part 5.2(m)

⁵² Minnesota Rules 5200.1070

4. The ratio of apprentices to journeyman workers on the project is not greater than the ratio permitted for the contractor's entire work force under the registered program.⁵³
- B. A trainee is not subject to the federal general decision incorporated into and found elsewhere in this contract, provided the contractor can demonstrate compliance with **Subparts (1 - 4)** of this section:⁵⁴
1. The trainee is performing the work of his/her trade.
 2. The trainee is registered with the U.S. DOL Employment and Training Administration.
 3. The trainee is compensated according to the rate specified in the program for the level of progress.
 4. The ratio of trainees to journeyman workers on the project is not greater than the ratio permitted under the program.
 5. All hours worked in excess of the prescribed hours allowed under the program and/or this contract shall be paid at the journeyman wage rate incorporated into and found elsewhere in this contract.
 6. A trainee is not exempt under state law; the contractor shall assign the trainee a job classification that is the "same or most similar"⁵⁵ and compensate the trainee for the actual work performed regardless of the trainee's skill level, unless the trainee is:⁵⁶
 - a. employed and registered in a bona-fide apprenticeship program; or
 - b. employed in the first 90 days of probationary employment as an apprentice, is not registered in the apprenticeship program, but has been certified by the proper government authorities to be eligible for probationary employment as an apprentice.
- C. A helper may perform work only if the helper classification is specified and defined in the federal general decision incorporated into and found elsewhere in this contract or is approved pursuant to the federal conformance procedure:⁵⁷
1. A helper is not exempt under state law; a contractor shall assign the helper a job classification that is the "same or most similar"⁵⁸ and compensate the helper for the actual work performed regardless of the helper's skill level.⁵⁹
- D. If a contractor fails to demonstrate compliance with the terms established in **Subparts A - C** of this section, the contractor shall compensate the worker not less than the applicable total prevailing wage rate for the actual work performed.⁶⁰

XI. SUBCONTRACTING PART OF THIS CONTRACT⁶¹

- A. If the prime contractor intends to sublet any portion of this contract, it shall complete and submit a **MN/DOT, TP-21834, Request To Sublet Form** to the project engineer 10 days prior to the first day of work for any subcontractor.
- B. The prime contractor shall not subcontract any portion of this contract without prior written consent from the project engineer.

⁵³ MN/DOLI Division of Apprenticeship – April 6, 1995 Memorandum from Jerry Briggs, Director

⁵⁴ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(b)

⁵⁵ Minnesota Statute 177.44, Subdivision 1

⁵⁶ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

⁵⁷ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(c)

⁵⁸ Minnesota Statute 177.44, Subdivision 1

⁵⁹ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

⁶⁰ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(a)(b)(c)

⁶¹ MN/DOT Standard Specifications for Construction, Section 1801

- C. The prime contractor's organization shall perform work amounting to not less than 40 percent of the total original contract cost. However, contracts with Disadvantaged Business Enterprise (DBE) or Targeted Group Business (TGB) established goals, or both, the contractor's organization shall perform work amounting to not less than 30 percent of the total original contract cost.
- D. A first tier subcontractor shall not subcontract any portion of its work under this contract unless approved by the prime contractor and the project engineer. In addition, a first tier subcontractor may only subcontract up to 50% of its original subcontract.
- E. A second tier subcontractor shall not subcontract any portion of its work under this contract.
- F. Written consent to subcontract any portion of this contract does not relieve the prime contractor of liabilities and obligations under the contract and bonds.
- G. Contractors shall not subcontract with or purchase materials or services from a debarred or suspended person.⁶²

XII. POSTER BOARDS

- A. The prime contractor shall construct and display a poster board, which contains all required posters, is legible and is accessible to all workers from the first day of work until the project is 100 percent complete.⁶³ The prime contractor is not allowed to place a poster board at an off-site location.
 - 1. The prime contractor can obtain the required posters by contacting MN/DOT at (651) 366-3091. The prime contractor will need to furnish its name, mailing address, the type of posters (federal-aid) and the quantity needed.

XIII. EMPLOYEE INTERVIEWS

- A. At any time the prime contractor shall permit representatives from the U.S. DOL, FHWA, MN/DLI, or the Department to interview its workers and those of any subcontractor during working hours on the project.⁶⁴

XIV. TRUCKING / OFF-SITE FACILITIES

- A. The prime contractor is responsible to ensure that its workers and those of all subcontractors are compensated in accordance with the federal wage decision incorporated into and found elsewhere in this contract for the following work duties:
 - 1. The processing or manufacturing of material, including the hauling of material to and from an immediately adjacent, dedicated off-site facility.⁶⁵
 - 2. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project.⁶⁶
- B. The prime contractor is responsible to ensure that its workers and those of all subcontractors, are compensated in accordance with the state wage determination incorporated into and found elsewhere in this contract for the following work duties:
 - 1. The processing or manufacturing of material, including the hauling of material to and from a prime contractor's material operation that is not a separate commercial establishment.⁶⁷

⁶² Minnesota Statute 161.315, Subdivision 3(3)

⁶³ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

⁶⁴ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(g)

⁶⁵ 29 CFR Part 5.2(l)(2)

⁶⁶ 29 CFR Part 5.2(j)(1)

⁶⁷ ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2

2. The processing or manufacturing of material, including the hauling of material to and from an off-site material operation that is not considered a commercial establishment.⁶⁸
 3. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the truck leaves the work site at some point.⁶⁹
 4. The delivery of materials from a non-commercial establishment to the project and the return haul.⁷⁰
 5. The delivery of materials from another construction project site to the public works project and the return haul, either empty or loaded. Construction projects are not considered commercial establishments.⁷¹
 6. The hauling required to remove any materials from the project to a location off the project site and the return haul, either empty or loaded from other than a commercial establishment.⁷²
 7. The delivery of mineral aggregate materials from a commercial establishment, which is deposited "substantially in place" and the return haul, either empty or loaded.⁷³
- C. The work duties prescribed in **Subpart A (1 - 2) and Subpart B (1 - 7)** of this section do not represent all possible hauling activities and/or other work duties that may be performed under this contract. It is the responsibility of the prime contractor to inform itself and all subcontractors about other applicable job duties that may be subject to this contract labor provisions.
- D. A contractor acquiring trucking services from an ITO, MTO and/or Truck Broker to perform and/or provide "covered" hauling activities shall comply with the payment of the certified state truck rental rates,⁷⁴ which are incorporated into and found elsewhere in this contract.
1. Each month, in which hauling activities were performed under this contract, the prime contractor and all subcontractors shall submit a **MN/DOT, TP-90550 - Month-End Trucking Report** and **MN/DOT, TP-90551 - Statement of Compliance Form**, along with each ITOs, MTOs and/or Truck Brokers reports to the department.⁷⁵ The specifications regarding the dates for submission can be found near the bottom of the **MN/DOT, TP-90551 - Statement of Compliance Form**.
- E. A Truck Broker contracting to provide trucking services in the construction industry may charge a reasonable broker fee to the provider of trucking services.⁷⁶ The prime contractor and any subcontractor contracting to receive trucking services shall not assess a broker fee.
- F. A contractor with employee truck drivers shall adhere to the requirements established in **Sections IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**.
- G. If after written notice, the prime contractor fails to submit its month-end trucking reports and certification forms and those of any subcontractor, MTO and/or Truck Broker, the department may take such actions as prescribed in section **XVI, (NON-COMPLIANCE AND ENFORCEMENT)**.

⁶⁸ Minnesota Rules 5200.1106, Subpart 3B(2)

⁶⁹ Minnesota Rules 5200.1106, Subpart 3B(1)

⁷⁰ Minnesota Rules 5200.1106, Subpart 3B(2)

⁷¹ Minnesota Rules 5200.1106, Subpart 3B(3)

⁷² Minnesota Rules 5200.1106, Subpart 3B(4)

⁷³ Minnesota Rules 5200.1106, Subpart 3B(5)(6)

⁷⁴ Minnesota Rules 5200.1106, Subpart 1

⁷⁵ Minnesota Rules 5200.1106, Subpart 10

⁷⁶ Minnesota Rules 5200.1106, Subpart 7(C)

XV. CHILD LABOR

- A. No worker under the age of 18 is allowed to perform work on construction projects.⁷⁷
- B. In accordance with state law, a worker under the age of 18, employed in a corporation totally owned by one or both parents that is supervised by the parent(s), may perform work on construction projects.⁷⁸ However, if this contractor is subject to the federal Fair Labor Standards Act, a worker under the age of 18 is not allowed to perform work in a hazardous occupation.⁷⁹
- C. To protect the interests of the department, the project engineer may remove a worker that appears to be under the age of 18 from the construction project until the contractor or worker can demonstrate proof of age⁸⁰ and compliance with all applicable federal and/or state regulations.⁸¹

XVI. NON-COMPLIANCE AND ENFORCEMENT

- A. The prime contractor shall be liable for any unpaid wages to its workers or those of any subcontractor, ITO, MTO and/or Truck Broker.⁸²
- B. If it is determined that a contractor has violated federal and/or state prevailing wage laws, or any portion of this contract, the department may implement, after written notice, one or more of the following sanctions:
 - 1. Withhold or cause to be withheld from the prime contractor under this contract, or any other federally funded contract with the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay workers employed by the prime contractor or any subcontractor the full amount of wages required by this contract.⁸³
 - 2. Withhold or cause to be withheld from the prime contractor such amounts in considerations or assessments against the prime contractor, whether arising from this contract or other contract with the department.⁸⁴
 - 3. The department may reject a bid from a prime contractor that has demonstrated continued or persistent noncompliance with the prevailing wage law on previous or current contracts with the department.⁸⁵
 - 4. The department may take the prosecution of the work out of the hands of the prime contractor, place the contractor in default and terminate this contract for failure to demonstrate compliance with these provisions.⁸⁶
- C. Any contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than \$300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.⁸⁷
- D. All required documents and certification reports are legal documents; willful falsification of the documents may result in civil action and/or criminal prosecution⁸⁸ and may be grounds for debarment proceedings.⁸⁹

⁷⁷ Minnesota Rules 5200.0910, Subpart F

⁷⁸ Minnesota Rules 5200.0930, Subpart 4

⁷⁹ 29 CFR Part 570.2(a)(ii)

⁸⁰ Minnesota Statute 181A.06, Subdivision 4

⁸¹ MN/DOT Standard Specifications for Construction, Section 1701

⁸² MN/DOT Standard Specifications for Construction, Section 1801

⁸³ Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 6

⁸⁴ MN/DOT Standard Specifications for Construction, Section 1906

⁸⁵ Minnesota Statute 161.32, Subdivision 1(d)

⁸⁶ MN/DOT Standard Specifications for Construction, Section 1808

⁸⁷ Minnesota Statute 177.44, Subdivision 6

⁸⁸ Minnesota Statutes 16B, 161.315, Subdivision 2, 177.43, Subdivision 5 177.44, Subdivision 6, 609.63

⁸⁹ Minnesota Statute 161.315

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MINNESOTA LABOR AND WAGE RATE REQUIREMENTS

1.01 GENERAL

- A. Contractor shall conform to the requirements herein specified.
- B. The wage rates provided are in effect on the date of these documents and shall remain in effect for the entire project regardless of the start date or duration of the Work.

1.02 LABOR PROVISIONS

- A. Contractor shall have copies of these provisions on file at the job headquarters, and shall post a notice, approved by Engineer, in a conspicuous place at the site of the Work, informing employees that these provisions are available for their inspection. If a job headquarters is not provided, Contractor shall provide an individual copy to each employee on the job. A copy of the submitted notice will be provided to Owner.

1.03 EMPLOYMENT CLASSIFICATIONS

- A. All employees on the Project shall be classified as being in one of the following four categories, in accordance with the definitions given:
 - 1. Executive or Administrative
 - a. Employees in this category shall be classified in accordance with the definitions for Executive and Administrative employees as adopted by the Secretary of Labor, and in effect at the time of invitations for bids.
 - 2. Skilled
 - a. Skilled labor shall include the operators of complex, heavy power equipment and skilled craftsmen at the journeyman grade.
 - 3. Intermediate Grade
 - a. Intermediate Grade labor shall include:
 - 1) Operators of power equipment except complex, heavy power equipment; trucks of 1 and 1/2 tons or less (manufacturer's rated capacity); tractors of less than 20 horsepower (manufacturer's rated capacity), and passenger cars; and
 - 2) Persons performing any other labor that requires considerable training and experience.
 - 4. Unskilled
 - a. Unskilled labor shall include:
 - 1) Operators of trucks of 1 and 1/2 tons or less (manufacturer's rated capacity), operators of tractors of less than 20 horsepower (manufacturer's rated capacity), and operators of passenger cars; and
 - 2) Helpers of journeyman craftsmen and all other labor that requires no special skill or experience or the exercise of discretion or judgment.

1.04 LABOR INFORMATION

- A. In the selection of labor, Contractor may use the services of the Minnesota State Employment Service.

1.05 MINIMUM WAGE RATES

- A. The minimum hourly rates of wages required to be paid to the various laborers and mechanics employed by Contractor shall be an amount equal to the sum of the basic hourly wage rate plus applicable fringe benefits as noted in the schedule contained in the prevailing Wages for state Funded Construction projects of the Minnesota Department of Labor and Industry. These rates have been determined by the Minnesota Department of Labor and Industry pursuant to the provisions set forth in Minnesota Statutes, Sections 177.41 through 177.44 as applicable, to be those prevailing on the same type of work on similar construction in the immediate locality.

During the periods from the time an hourly employee is required to report for duty at the site of the Work until such time that they are released or permitted to leave the site of the Work, no deduction shall be made from their time for any delays of less than 30 consecutive minutes.

In the event the Contractor or subcontractor employees apprentice workers under the occupational training program of the State of Minnesota, Department of Education, or under the Division of Voluntary Apprenticeship of the State of Minnesota, Department of Labor and Industry, or under the Veterans Training Program of the United States Veterans Administration, they may pay wages to such apprentice workers at hourly rates approved by the appropriate agency regardless of the hourly rates specified in the schedule of wage rates to be paid to any classification of labor.

A Contractor or subcontractor may discharge their minimum hourly rate obligation as defined above by (a) making cash payments to the employee plus payments to an employees' fringe benefit program, funded or unfunded, that is established by collective bargaining agreements, the sum of which is equal to the minimum hourly rate; or (b) making payments in cash to the employee in the amount equal to the minimum hourly rate.

While the rates shown are at the minimum hourly rates required for the life of this Contract, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract Price shall be allowed or authorized on account of payment or rates in excess of those listed herein.

All cash payments due to mechanics and laborers employed or working upon the site of the Work shall be paid unconditionally and not less often than once a week, and without subsequent deductions or rebate on any account regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics.

The schedule shall be kept posted by the Contractor at the site of the Work in a conspicuous place where it can be easily seen by the workers.

If an employee has a question in regard to the minimum wage rate paid, they should communicate directly with their employer. If the issue remains unresolved, the employee should be informed that they may take their question to the Owner for solution.

Owner may withhold or cause to be withheld from the Contractor a portion of the amounts due to the Contractor as may be considered necessary to ensure payment to laborers and mechanics employed by the Contractor or any subcontractor on the Work the full amount of the minimum hourly rates required by the Contract.

1.06 PREVAILING HOURS OF LABOR

- A. The Prevailing Wages for State Funded Construction Contracts issued by the Minnesota Department of Labor and Industry, which are available from the Department of Labor and Industry, set forth the Prevailing Hours of Labor as 8 hours per day or 40 hours per week. In accordance with Minnesota Statutes Sections 177.41 through 177.44 as applicable, Subdivision 1, employees may not be permitted or required to work longer than the prevailing Hours of Labor unless the employee is paid for all hours in excess of the prevailing hours at a rate of at least 1 and 1/2 times their hourly basic rate of pay; nor shall they be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

1.07 REQUIRED CONTRACT PROVISIONS

- A. These Contract provisions shall apply to all Work performed on the Contract by the Contractor with their own organization and with the assistance of workmen under their immediate superintendence and to all Work performed on the Contract by piecework, station work, or by subcontract.

Contractor shall insert in each of their subcontracts all stipulations contained in these Required Contract Provisions and also a clause requiring their subcontractors to include these Required Contract Provisions

in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontract that may in turn be made. The Required Contract Provisions shall in no instance be incorporated by reference.

A breach of any of the stipulations contained in these Required Contract provisions may be grounds for termination of the Contract.

1.08 STATEMENTS AND PAYROLLS

A. Payrolls and Payroll Records

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers, mechanics, apprentices, trainees, watchmen, and guards working at the site of the Work. Such records shall contain name, social security number, and address of each such employee, their correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever it is found by the Department of Labor, upon written request of the Contractor, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits.
2. While performing work on the Contract, the Contractor shall furnish under oath signed by an owner or officer of the organization, to the contracting authority and the project owner every two weeks, a certified payroll report with respect to the wages and benefits paid each employee during the preceding weeks specifying for each employee the following:
 - a. Full name.
 - b. Individual identification number (e.g., Last four digits of social security number, full social security numbers and addresses shall not be submitted with certified payroll reports).
 - c. Prevailing wage master job classification.
 - d. Hours worked each day.
 - e. Total hours.
 - f. Rate of pay.
 - g. Gross amount earned.
 - h. Each deduction for taxes.
 - i. Total deductions.
 - j. Net pay for the week.
 - k. Dollars contributed per hour for each benefit (including name and address of administrator).
 - l. Benefit account number.
 - m. Telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs.
 - n. Contractor shall submit a statement indicating that the wage rates contained therein are not less than those determined by the Department of Labor and Industry, and that the classification set forth for each laborer or mechanic conform with the work they performed, i.e., Form MnDOT 21658A.
3. Contractor shall make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of the Owner and the Department of Labor and Industry, and shall permit such representatives to interview employees during working hours on the job.
4. The wages of labor shall be paid in legal tender of the United States, except that this will be considered satisfied if payment is made by negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment, Contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.
5. No fee of any kind shall be asked or accepted by the Contractor or any of their agents from any person as a condition of employment on the Project.
6. No laborers shall be charged for any tools in performing their respective duties except for reasonable avoidable loss or damage thereto.

7. Every employee on the Work covered by this Contract shall be permitted to lodge, board, and trade where and with whom they elect, and neither Contractor nor their agents, nor their employees shall, directly or indirectly, require as a condition of employment that an employee shall lodge, board, or trade at a particular place or with a particular person.
8. No charge shall be made for any transportation furnished by the Contractor, or their agents, to any person employed on the Work.
9. No individual shall be employed as a laborer or mechanic on this Contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks, or other equipment from an individual.
10. It shall be Contractor's responsibility to determine the proper wage rates to be paid for each class of Work on this Contract.

1.09 PAYROLL CERTIFICATION

- A. With initial Application for Payment, submit statement from each contractor that prevailing wages were paid to personnel working on the Project.
- B. Copies of weekly payroll statements may be required by Owner.
- C. Contractor shall submit certification that they have complied with this section of the specifications before final payment will be made.

END OF DOCUMENT

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Work Included in Contract Documents
 - 2. Contract Information
 - 3. Work Under Other Contracts
 - 4. Work Sequence
 - 5. Contractor Use of Premises
 - 6. Occupancy Requirements
 - 7. Products Ordered in Advance
 - 8. Owner Furnished Products
 - 9. Work Restrictions

1.02 WORK INCLUDED IN CONTRACT DOCUMENTS

- A. Description of the Project:
 - 1. Airport fuel system installation, site work, concrete pavement, site electrical.

1.03 CONTRACT INFORMATION

- A. Type of Contract: Owner will award a Single Prime Contract.
- B. Scope of Contract:
 - 1. This Contractor is solely responsible for the Work.
 - 2. The Contract will include:
 - a. Contract Forms:
 - 1) Agreement
 - 2) Performance Bond
 - 3) Payment Bond
 - 4) Certificates
 - b. Conditions of the Contract:
 - 1) General Conditions
 - 2) Supplementary Conditions
 - c. Specifications:
 - 1) Division 1 - General Requirements
 - 2) Applicable Technical Sections
 - d. Addenda
 - e. Contract Modifications

1.04 WORK UNDER OTHER CONTRACTS

- A. Other Work at Site:
 - 1. Owner reserves the right to let other separate contracts for Work of the Project, or to pursue other Work at the Site with its own personnel.
 - 2. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.
 - 3. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Work Not Included:
 - 1. Work not included is either marked "NIC," or "by others," on Drawings or is noted in each section of Specifications.

2. Provide all labor and materials required unless so specifically noted or marked.
3. Install Work indicated to be furnished by others or Owner unless specifically stipulated to be furnished and installed by others or Owner.

1.05 WORK SEQUENCE

- A. Construct Work in stages to accommodate Owner's requirements during the construction period. Coordinate construction schedule and operations with Owner and Engineer.
- B. Owner will continue operation of the existing wells, water distribution and storage, sewer collection and treatment during the entire construction period.

1.06 CONTRACTOR USE OF PREMISES

- A. Confine operations at Site to areas permitted under contract or as directed by Owner **or** Engineer
- B. Conform to site rules and regulations affecting Work while engaged in Project construction.
- C. Existing Structures:
 1. Keep existing driveways and adjacent streets clear and available to public in accordance with Owner's or local authority's requirements.
 2. Maintain buildings in weathertight condition throughout the construction period.
 3. Protect building and occupants during construction period.
 4. Repair damages caused to existing public and private property and structures due to operations of Contractor to the satisfaction of, and at no additional cost to Owner.
 5. Take complete field measurements affecting all existing construction, wiring, piping, and equipment in this Contract, and assume responsibility for proper fit between Work and existing structures and other equipment.
- D. Construction personnel may park only in areas designated by the Owner.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor air intakes.
- F. Damaged Property:
 1. Patch and/or clean existing improvements and restore damage of property on, or adjacent to Site occasioned by this Work, including, but not limited to, lawns, walks, curbs, pavements, roadways, structures, and utilities which are cut or damaged by operations and are not designated for removal, relocation, or replacement in the course of construction.
 2. Public Property or Utilities: Comply with laws, ordinances, rules, regulations, standards, orders of utility owner or any public authority having jurisdiction.
 3. Provide written acceptance of restoration work by authority or Owner.

1.07 OCCUPANCY REQUIREMENTS

- A. General Requirements:
 1. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
 2. Schedule the Work to accommodate this requirement.
 3. Coordinate activities which could cause interruption to Owner's activities.
 4. Provide not less than 72 hours notice to Owner of activities that will affect Owner's operations.
- B. Owner Occupation During Construction:
 1. Owner will occupy the premises during entire construction period, with the exception of areas under construction.
 - a. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, unless receiving written permission from Owner and authorities having jurisdiction.
 - b. Maintain existing exits, unless otherwise indicated.

C. Owner Occupancy of Completed Areas of Construction:

1. Owner reserves the right to place and install equipment as necessary in completed areas of the facilities and to occupy such completed areas prior to Substantial Completion in accordance with the Supplementary Conditions. Such use shall not constitute acceptance of such portions of the Work or relieve the Contractor of any obligations except for improper use or damage caused by employees or agents of Owner.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
3. Mechanical and electrical systems shall be fully operational and required tests and inspection successfully completed.
4. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
5. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.08 PRODUCTS ORDERED IN ADVANCE

A. Storage:

1. Products will be allowed to be stored at the Site prior to commencement of construction activities.
2. Contractor shall store such items as directed by Owner.

1.09 OWNER FURNISHED PRODUCTS

A. Items furnished by Owner will be identified in the Specification sections.

B. Owner's Responsibilities:

1. Arrange for, and deliver Owner reviewed Shop Drawings, Product Data and samples to Contractor.
2. Arrange and pay for product delivery to Site.
3. At time of delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective or deficient items.
5. Arrange for manufacturer's warranties, inspections and service.

C. Contractor's Responsibilities:

1. Review Owner reviewed Shop Drawings, Product Data and samples.
2. Receive and unload products at Site; inspect for completeness or damage, jointly with Owner.
3. Provide support systems to receive Owner's equipment.
4. Protect Owner-furnished items from damage during storage and handling, including damage from exposure to the elements.
5. Install and otherwise incorporate Owner-furnished items into the Work.
6. Repair or replace items damaged after receipt, except that damage caused by Owner's employees or agents.

1.10 WORK RESTRICTIONS

A. On-Site Work Hours:

1. Normal business working hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday.
2. Hours for Utility Shutdowns: As approved by City of South St. Paul or Utility Owner

B. Existing Utility Interruption:

1. Do not interrupt utilities serving facilities occupied by Owner or others without written permission by Engineer
2. Notify Owner/Engineer not less than 2 days in advance of proposed utility interruptions.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Alternates to be submitted to Owner with Bid for consideration of inclusion with Contract.
 - 2. Submittal procedures.
 - 3. Establishment of Contract Price and Time.
- B. Related Sections:
 - 1. Document 00 21 13 - Instructions to Bidders: Award of Contract
 - 2. Document 00 41 00 - Bid Form: Bid for each Alternate
 - 3. Notice of Award: Alternates accepted by Owner for incorporation into Work
 - 4. Section 01 60 00 - Product Requirements

1.02 DEFINITION

- A. Alternate: The net amount to be added to or deducted from the Base Bid Price for Work identified in Schedule of Alternates.

1.03 PROCEDURES

- A. Determine the full extent of Work affected by proposed Alternates.
- B. Coordinate related work and modify adjacent work as required to ensure that each accepted Alternate is complete and fully integrated into Work.
- C. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- D. Substitutions are permitted. Submit a request for substitution for any manufacturer not named in accordance with Section 01 60 00.
- E. Conform to Contract Documents for requirements for performance, appearance, workmanship, and materials not modified under the alternate bids.

1.04 SELECTION AND AWARD OF ALTERNATES

- A. Acceptance or Rejection: Alternates quoted on Schedule of Alternates and attached to Bid will be reviewed and accepted or rejected at the Owner's option. None, any, or all alternates may be accepted or rejected by Owner.
- B. Bids and alternates will be evaluated in accordance with the Instructions to Bidders.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 SCHEDULE OF ALTERNATES

A. Alternate No. 1: LED Fuel Price Signage

B. Alternate No. 2: Gallons Fueled LED Indicator

END OF SECTION

PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Administrative and procedural requirements for handling requests for substitutions.
- B. The following is not included in this Section:
 - 1. Procedural requirements governing Contractor's selection of product options (Section 01 60 00).

1.02 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment and methods of construction required by Contract Documents proposed by Contractor.
- C. The following are not considered substitutions:
 - 1. Revisions to Contract Documents requested by Owner or Engineer.
 - 2. Specified options of products and construction methods included in Contract Documents.
 - 3. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.03 SUBMITTALS

- A. Substitution Request Prior to Bid: For a Product Substitution to be considered, the following conditions must be met:
 - 1. All requests must be submitted in writing no later than 10 calendar days prior to the date for receipt of the bids.
 - 2. Faxed submittals will not be considered.
 - 3. Submit each request for substitution (one material or product per form) on the attached "Substitution Request Form" attached at the end of this section (either duplicated from the Project Manual or available from Engineer's office) together with a self-addressed, stamped envelope. Submittals not accompanied by this form properly filled in and endorsed will be discarded without review. NO EXCEPTIONS.
 - 4. Identify any impact of the substituted product on related items.
 - 5. Approved items will be listed in addenda. Requests for substitution will be returned in the self-addressed, stamped envelope provided by bidder at Engineer's earliest convenience.
- B. All substitutions permitted on addenda must meet or exceed requirements of the specifications including, but not limited to:
 - 1. Warranty.
- C. Substitution Request After Bid: Requests for substitution will be considered if received within 10 days after commencement of the work. Requests received more than 10 days after commencement of the work may be considered or rejected at the discretion of Engineer.
 - 1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for change order proposals.
 - 2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related specification section and Drawing numbers.

3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Product data, including drawings and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A detailed comparison of significant qualities of the proposed substitution with those of the work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - d. Coordination information, including a list of changes or modifications needed to other parts of the work and to construction performed by Owner and separate contractors, that will become necessary to accommodate the proposed substitution.
 - e. A statement indicating the substitution's effect on Contractor's construction schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall contract time.
 - f. Cost information, including a proposal of the net change, if any in the contract sum.
 - g. Certification by Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated.
 - h. Include Contractor's waiver of rights to additional payment or time, which may subsequently become necessary because of the failure of the substitution to perform adequately.
- D. Substitution Conditions:
 1. Contractor's substitution request will be received and considered by Engineer when one or more of the following conditions are satisfied, as determined by Engineer, otherwise requests will be returned without action except to record noncompliance with these requirements:
 - a. Extensive revisions to Contract Documents are not required.
 - b. Proposed changes are in keeping with the general intent of Contract Documents.
 - c. The request is timely, fully documented and properly submitted.
 - d. Contractors and suppliers will be expected to provide the specified product unless prior approval is received from Engineer's office in sufficient time so that all bidders can be notified through an addendum.
 - e. The specified product or method of construction cannot be provided within the contract time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
 - f. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 - g. A substantial advantage is offered to Owner, in terms of cost, time, energy conservation, or other considerations of merit, after deducting offsetting responsibilities Owner may be required to bear. Additional responsibilities for Owner may include additional compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, or separate contractors, and similar considerations.
 - h. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where Contractor certifies that the substitution will overcome the incompatibility.
 - i. The specified product or method of construction cannot be coordinated with other materials, and where Contractor certifies that the proposed substitution can be coordinated.
 - j. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where Contractor certifies that the proposed substitution provides the required warranty.
 - k. Where a proposed substitution involves more than one prime contractor, each contractor shall cooperate with the other contractors involved to coordinate the work, provide uniformity and consistency, and to assure compatibility of products.
- E. Limitations: Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
- F. Substitution Causing Redesign: Engineer time for redesign as a result of substitution, will be charged to Owner, then deducted by Construction Change Directive from Contract Amount.

- G. Engineer's Action:
1. Request Prior to Bid: If approved, substitution will be included in an addendum.
 2. Request After Bid:
 - a. If necessary, within one week of receipt of the request for substitution, Engineer will request additional information or documentation necessary for evaluation of the request.
 - b. Within two weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, Engineer will notify Contractor of acceptance or rejection of the proposed substitution.
 - c. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name.
 - d. Acceptance will be in the form of a change order.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SUBSTITUTION REQUEST FORM

TO: Attn: Kyle Nelson, PE
Short Elliott Hendrickson Inc.
knelson@sehinc.com

PROJECT: 2026 Fuel System Replacement, South Saint Paul Municipal Airport, South Saint Paul, MN

SECTION NO.	ARTICLE NO.	SPECIFIED PRODUCT	PROPOSED SUBSTITUTION
A. Does the substitution affect dimensions shown on Drawings?		Yes ☐	No ☐
B. Does the substitution affect other trades?		Yes ☐	No ☐
C. Does the manufacturer's guarantee differ from that specified?		Yes ☐	No ☐
D. If you indicated "Yes" to Items A, B, or C above, attach a thorough explanation on your company letterhead.			
E. If there are other differences between proposed substitution and specified product, attach a thorough explanation on your company letterhead. If differences are not noted and acknowledged in writing by Engineer, product must comply with specification requirements.			
F. The proposed substitution was used within the last 24 months on the following project:			
Project Name _____			
Location _____			
Engineer _____			
Telephone No. _____			
G. Has the proposed substitution been used on an SEH project within the last 12 months? Yes ☐ No ☐			
If yes, which project? _____			

All questions must be answered. Incomplete forms will not be reviewed.

Submitted By: _____

Signature _____

Firm _____

Address _____

Date _____

Phone _____

E-mail _____

For Use by Design Consultant

- ☐ Not Accepted, Not Enough Information

☐ Not Accepted, Does Not Appear to be Equal

☐ Accepted ☐ Accepted as Noted

☐ Received Too Late

By _____

Date _____

Remarks _____

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Administrative and procedural requirements for handling and processing Contract modifications:
 - 1. Request for Interpretation
 - 2. Minor Changes in Work
 - 3. Work Changes Proposal Requests
 - 4. Work Change Directive
 - 5. Change Order Procedures
 - 6. Allowances
- B. Related Documents:
 - 1. Section 01 23 00 - Alternates
 - 2. Section 01 25 13 - Product Substitution Procedures
 - 3. Section 01 27 00 - Unit Prices for Contingent Items

1.02 REQUEST FOR INTERPRETATION (RFI)

- A. Contractor's tool to request information.
- B. Submit on form at end of this Section or on Contractor's form approved by Engineer.
- C. If latent or unforeseen conditions require modifications to Contract, Contractor may propose changes by submitting request for a change to Engineer.
 - 1. Provide a complete description of proposed change, including a statement outlining reasons for the change and the effect of the change on the Work.
 - 2. Indicate the effect of the proposed change on Contract Sum and Contract Time.
 - 3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of Contract Time.
 - 6. Comply with requirements in Section 01 25 13 if proposed change requires substitution of a product or system for product or system specified.
- D. Report to Engineer on this form any Contract Document requirements known to be in nonconformance with applicable laws, statutes, ordinances, building codes, and rules and regulations.

1.03 MINOR CHANGES IN WORK

- A. Engineer will issue supplemental instructions authorizing minor changes in Work, not involving adjustment to Contract Sum or Contract Time, on EJCDC® C942 "Field Order."

1.04 WORK CHANGES PROPOSAL REQUESTS (PR)

- A. Owner-Initiated:
 - 1. Engineer will issue a detailed description of proposed changes in Work that may require adjustment to Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and specifications.
 - 2. Proposal Requests are for information only. Do not consider them instructions either to stop Work in progress or to execute the proposed change.

3. After receipt of Proposal Request, submit a quotation estimating cost adjustments to Contract Sum and Contract Time necessary to execute change.
 - a. Submit response within time specified in Proposal Request.
 - b. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - c. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of Contract Time.

1.05 WORK CHANGE DIRECTIVE

- A. Engineer may issue a Work Change Directive on EJCDC® C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Contains a complete description of change in the Work and designates method to be followed to determine change in Contract Sum or Contract Time.
 2. Refer to General Conditions for further information on Work Change Directives.
- B. Documentation: Maintain detailed records on a time and material basis of work required by Work Change Directive.
- C. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to Contract.

1.06 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor.
- B. Proposed Work is not authorized until complete execution of Change Order.

1.07 ALLOWANCES

- A. Allowance Adjustment:
 1. To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 2. Include installation costs in purchase amount only where indicated as part of allowance.
 3. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 4. Submit substantiation of a change in Scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 5. Owner reserves the right to establish quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in Scope or nature of allowance described in Contract Documents, whether for Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of Change Order or Work Change Directive authorizing Work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
 1. Do not include Contractor's or subcontractor's indirect expense in Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same Scope and nature as originally indicated.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

REQUEST FOR INTERPRETATION

Project: _____ RFI No.: _____

SEH Project Manager: _____ SEH Project No.: _____

Requested by: _____ Date: _____

Specification Section:	Paragraph:	Drawing Reference:	Detail:
------------------------	------------	--------------------	---------

Request:

Engineer Response:

Date Received: _____

See PR # _____

☐ Attachments

Signed: _____ Date Returned: _____

Distribution: ☐ Owner ☐ Consultant ☐ Contractor ☐ Other _____

SECTION 01 31 13

COORDINATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Project Coordination
 - 2. Job Site Administration

1.02 COORDINATION BY GENERAL CONTRACTOR

- A. Coordinate use of premises under direction of Owner.
- B. Coordinate scheduling, submittals, and Work to ensure efficient and orderly sequence of installation.
 - 1. Coordinate activities for mutual benefit and cooperate to facilitate the general progress of the Work.
 - 2. Each subcontractor shall be thoroughly familiar with all provisions governing the Work of other contractors, and shall obtain from such contractors all information as may be required to coordinate Work with theirs.
 - 3. Each trade shall perform its Work in proper sequence and arrangement in relation to other activities and shall join their Work to that of others in accordance with the intent of the Drawings and specifications.
 - 4. Each trade shall give due notice and proper information for any special provisions necessary in the placing or setting of Work that may come in contact with Work of other contractors.
- C. Inspect the Contract Documents for Work of others that is inter-related, and afford other trades every reasonable opportunity for the installation of their Work. Coordinate Work of various specification sections having interdependent responsibilities.
- D. Prepare coordination drawings where off-site fabricated products and materials are by separate entities and must accurately interface. Coordination drawings shall indicate how Work, shown by separate Shop Drawings, will interface and shall indicate sequence for installation.
- E. Coordinate space requirements and installation of mechanical and electrical Work.
 - 1. Follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building.
 - 2. Utilize space efficiently to maximize accessibility for other installations, maintenance, and repairs.
 - 3. Conceal pipes, ducts, and wiring within the construction in finished areas, except as otherwise indicated.
 - 4. Coordinate locations of fixtures and outlets with finish elements.
 - 5. All final decisions as to the right-of-way and run of interfering pipes, ducts, etc., shall be made by Engineer at Project meetings.

1.03 JOB SITE ADMINISTRATION

- A. Supervise and direct the Work. Employ and maintain a full time, qualified supervisor or superintendent to act as Contractor's representative at the Site.
- B. Enforce good order and conduct among contractors, installers, and construction employees.
- C. Require installers to inspect conditions under which Work is to be performed. Installer shall report all unsatisfactory conditions in writing to Contractor. Do not proceed with Work until unsatisfactory conditions have been corrected.

- D. Where installations include manufactured products, comply with manufacturer's applicable instructions and recommendations for installation to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents. Where manufacturer provides contradictory instructions, notify Engineer immediately and request clarifications.
- E. Recheck measurements and dimensions of the Work, as an integral step of starting each installation.
- F. Coordinate enclosure of Work with required inspections and tests, so as to minimize necessity of uncovering Work for that purpose.
- G. Where mounting heights are not indicated, mount individual units of work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to Engineer.
- H. Supervise performance of the Work to ensure that none of the Work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- I. Clean and perform maintenance as frequently as necessary throughout construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Coordinate completion and clean up of Work.

1.04 SUBMITTALS

- A. Provide listing of Contractor's principal staff assignments and consultants, including name, home and work addresses, and telephone numbers.
- B. Provide supervisor's or superintendent's name, home and work address, and telephone numbers.
- C. Provide names, work address, telephone numbers, samples of signature, and limits of authority of each individual authorized to sign change orders, field modifications, and monthly pay requests for Contractor.

1.05 FIELD CONDITIONS

- A. Before ordering material or commencing Work, check and verify all dimensions and conditions. Notify Engineer of any omissions or discrepancies immediately.
- B. Field measurements shall be furnished in a timely manner to suppliers and fabricators who require them to complete their Work. Ascertain the requirement for such measurements at the earliest practical date and make every reasonable effort to expedite the affected Work.
- C. Conflicts: Engineer has exercised reasonable professional care to ensure there are no conflicts between the Work of the various trades. Such conflicts, however, may exist and no warranty to the contrary is made or implied.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 GENERAL

1.01 SUMMARY

- A. Procedures for Administration of Project Meetings:
 - 1. Preconstruction Conference
 - 2. Progress Meetings
 - 3. Preinstallation Conferences
- B. Related Sections:
 - 1. Document 00 21 13 - Instructions to Bidders
 - 2. Section 01 31 13 - Coordination
 - 3. Section 01 33 00 - Submittal Procedures

1.02 PRECONSTRUCTION/SITE MOBILIZATION CONFERENCE

- A. Scheduled by Engineer at Site after Notice of Award, prior to commencement of construction for:
 - 1. Execution of Owner-Contractor Agreement and exchange of preliminary submittals if not previously completed.
 - 2. Clarification of Owner and Contractor responsibilities in use of the Site and review of administrative procedures.
- B. Attendees: Owner, Engineer, Consultants, Contractors, major subcontractors, other concerned parties represented by persons familiar with and authorized to conclude matters relating to Work.
- C. Agenda:
 - 1. Items of significance that could affect progress including, but not limited to:
 - a. Submittal of executed bonds and insurance certificates.
 - b. Execution of Owner-Contractor Agreement if not previously completed.
 - c. Distribution of Contract Documents.
 - d. Use of premises by Owner and Contractor:
 - 1) Owner's requirements and occupancy.
 - 2) Construction facilities provided by Owner (if any).
 - 3) Temporary utilities provided by Owner (if any).
 - 4) Use of premises office, work, and storage areas.
 - e. Security and housekeeping procedures.
 - f. Submittals:
 - 1) Final list of subcontractors, suppliers, products.
 - 2) Progress Schedule.
 - 3) Designation of responsible personnel:
 - a) Contractor's principal staff and consultants.
 - b) Contractor's superintendent or job foreman acting as Contractor's Site representative.
 - c) Owner's and Contractor's designated individuals authorized to sign Change Orders, field modifications, and monthly pay requests.
 - g. Procedures for processing:
 - 1) Field decisions.
 - 2) Submittals:
 - a) Shop Drawings.
 - b) Product Data.
 - c) Samples.
 - 3) Substitutions.
 - 4) Applications for Payments.

- 5) Proposal requests.
- 6) Change Orders.
- 7) Contract Closeout.
- h. Schedules:
 - 1) Tentative construction schedule.
 - 2) Critical Work sequencing.
 - 3) Progress meetings.
- i. Procedures for testing.
- j. Procedures for maintaining Record Documents.
- k. Requirements for startup of equipment: Inspection and acceptance of equipment put into service during construction period.
- l. Equipment deliveries and priorities.
- m. Contractor responsibilities:
 - 1) Safety procedures.
 - 2) First aid.

1.03 PROGRESS MEETINGS

- A. Contractor:
 - 1. Schedule and administer weekly construction progress meetings throughout progress of Work.
 - 2. Make physical arrangements, prepare agenda and distribute with notice of each meeting to participants and to Engineer, 4 days in advance of meeting date.
 - 3. Preside at meetings, record meetings and distribute copies (2 to Engineer) within 2 days to participants, and entities affected by decisions at the meetings.
 - 4. If Contractor does not preside, record, and distribute meeting notes, Engineer will do so at Engineer's standard hourly rate submitted to Owner. An equivalent amount will be deleted from Contract by Work Change Directive.
- B. Attendees:
 - 1. Contractor, subcontractors and suppliers, other entity concerned with current progress or involved in planning, coordination or performance of future activities; Owner, Engineer, professional consultants as appropriate to agenda.
 - 2. Attendees shall be familiar with Project and authorized to conclude matters relating to progress.
- C. Agenda:
 - 1. Items of significance that could affect progress, including topics for discussion as appropriate to current status of Project, minimally:
 - a. Approval of minutes of last meeting.
 - b. Review of Work progress.
 - c. Field observations, problems and decisions.
 - d. Identifications of problems which impede planned progress.
 - e. Review of submittal schedule and status of submittals.
 - f. Review of off-site fabrication and delivery schedules.
 - g. Maintenance of progress schedule.
 - h. Corrective measures to regain projected schedules.
 - i. Planned progress during succeeding Work period.
 - j. Coordination of projected progress.
 - k. Maintenance of quality and work standards.
 - l. Effect of proposed changes on progress schedule and coordination.
 - m. Other business relating to Work.

1.04 PREINSTALLATION CONFERENCES

- A. When required in individual specification sections, or as requested by Contractor, convene a preinstallation conference at Site prior to commencing Work of the Section.
- B. Attendees: Require attendance of entities directly affecting, or affected by, Work of the Section, including manufacturer's representative.

- C. Notification: Notify Engineer 4 days in advance of meeting date.
- D. Contractor Duties:
 - 1. Prepare agenda, preside at conference, record minutes, and distribute copies (2 to Engineer) within 2 days.
 - 2. If Contractor does not preside, record, and distribute meeting notes, Engineer will do so at Engineer's standard hourly rate submitted to Owner. An equivalent amount will be deleted from Contract by Work Change Directive.
- E. Agenda:
 - 1. Review conditions of installation.
 - 2. Review preparation and installation procedures.
 - 3. Coordinate with related Work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Requirements Included:
 - 1. Procedures
 - 2. Construction Progress Schedule
 - 3. Shop Drawings
 - 4. Product Data
 - 5. Samples
 - 6. List of Proposed Subcontractors
 - 7. List of Proposed Suppliers
 - 8. Material Safety Data Sheets
 - 9. Payment Schedule

1.02 PROCEDURES

- A. Deliver submittals to Engineer at address listed in Project Manual with a Transmittal.
- B. Transmit each item under Engineer-accepted form.
 - 1. Identify Project, Contractor, subcontractor, major supplier.
 - 2. Identify pertinent Drawing sheet and detail number, and specification Section number.
 - 3. Identify deviations from Contract Documents.
 - 4. Provide space for Engineer and consultant review stamps.
- C. Submit initial progress schedules and schedule of values in duplicate within 10 days after date of Owner-Contractor Agreement. After review by Engineer, revise and resubmit as required.
- D. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.
- E. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- F. After Engineer review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- G. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit horizontal bar chart with separate bar for each major trade or operation, identifying first work day of each week.

1.04 SHOP DRAWINGS

- A. Shop Drawings will not be accepted for review by Engineer until after they have been checked and approved by the Contractor as evidenced by their approval stamp and signature.
- B. Submit all Shop Drawings electronically in pdf format.

- C. Submit showing system fabrication, installation drawings including plans, elevations, section details of components, and configuration between system and adjoining systems.

1.05 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, testing compliance, warranty, and other data; supplement manufacturers' standard data to provide information unique to the Work.
- B. Submit all Product Data electronically in pdf format via the Project website.
- C. Submit manufacturer's printed instructions for delivery, storage, assembly, installation start-up, adjusting, finishing, and maintenance.

1.06 SAMPLES

- A. Submit full range of manufacturer's standard colors, textures, and patterns for Engineer's selection. Submit samples for selection of finishes within 30 days after date of Contract.
- B. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing Work.
- C. Include identification on each sample, giving full information.
- D. Submit the number specified in respective specification section; 1 will be retained by Engineer. Reviewed samples that may be used in the Work are indicated in the technical sections.
- E. Field Samples:
 - 1. Provide field samples of finishes as required by individual technical section.
 - 2. Install sample complete and finished.
 - 3. Acceptable samples in place may be retained in completed Work.

1.07 LIST OF PROPOSED SUBCONTRACTORS

- A. Submit a list of subcontractors who will provide Work on the Project.
- B. The submitted list shall include:
 - 1. Name of Subcontractor
 - 2. Address
 - 3. Type of work to be provided
 - 4. Contact list for administrative and supervisory personnel.

1.08 LIST OF PROPOSED SUPPLIERS

- A. Submit a list of suppliers who will provide materials, equipment or components principle to the Work.
- B. The submitted list should include:
 - 1. Name of supplier.
 - 2. Address.
 - 3. Equipment, material or component to be provided.
 - 4. Contact list for administrative and supervisory personnel.

1.09 MATERIAL SAFETY DATA SHEETS

- A. Submit MSDS to the Site on all products with chemical emissions and as called for in individual technical sections.

1.10 PAYMENT SCHEDULE

- A. Submit anticipated monthly payment schedule within 30 days after award of Contract, when requested by Engineer.
- B. Update whenever payment requests vary from the schedule by more than 10 percent.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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SPECIFICATION FORMAT, DEFINITIONS AND ABBREVIATIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Specification Format and Content Explanation
 - 2. Definitions
 - 3. Industry Standards
 - 4. Abbreviations and Names
- B. Related Sections:
 - 1. Document 00 72 00 - General Conditions

1.02 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into divisions and sections based on the Construction Specifications Institute's *MASTERFORMAT* numbering system, and Federal Aviation Administration Standards for Specifying Construction of Airports.
- B. Specification Content:
 - 1. This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - a. Abbreviated language:
 - 1) Language used in Specifications and other Contract Documents is the abbreviated type.
 - 2) Implied words and meanings will be appropriately interpreted.
 - 3) Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the full context of the Contract Documents so indicates.
 - b. Imperative and streamlined language:
 - 1) The Specifications generally use the imperative mood and streamlined language.
 - 2) Requirements expressed in the imperative mood are to be performed by Contractor.
 - 3) At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 - 4) The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.

1.03 DEFINITIONS

- A. Reference: Basic Contract definitions are included in Document 00 72 00.
- B. General Definitions:
 - 1. Indicated:
 - a. The term "indicated" refers to graphic representations, notes, schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents.
 - b. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
 - 2. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Engineer," "requested by the Engineer," and similar phrases.

3. **Approved:** The term “approved,” where used in conjunction with the Engineer’s action on the Contractor’s submittals, applications, and requests, is limited to the Engineer’s duties and responsibilities, as stated in General and Supplementary Conditions.
4. **Regulations:** The term “Regulations” includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
5. **Furnish:** The term “furnish” is used to mean “supply and deliver to the Site, ready for unloading, unpacking, assembly, installation, and similar operations.”
6. **Install:** The term “install” is used to describe operations at Site including the actual “unloading, unpacking, storage at Site, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.”
7. **Provide:** The term “provide” means “to furnish and install, complete and ready for the intended use.”
8. **Installer:**
 - a. An “Installer” is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations.
 - b. Installers are required to be experienced in the operations they are engaged to perform:
 - c. The term “experienced” when used with the term “Installer” means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
9. **Trades:**
 - a. Use of titles such as “carpentry” is not intended to imply that certain construction activities must be performed by accredited or unionized individual of a corresponding generic name, such as “carpenter.”
 - b. It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.
10. **Assignment of Specialists:**
 - a. Certain sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed.
 - b. The specialists must be engaged for those activities, and assignments are requirements over which Contractor has no choice or option.
 - c. Nevertheless, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
 - d. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
11. **Site:**
 - a. The space available to Contractor for performance of construction activities, either exclusively or in conjunction with, others performing other Work as part of the Project.
 - b. The extent of the Site is shown on the Drawings or will be discussed at the Preconstruction Meeting and may or may not be identical with the description of the land upon which the Project is to be built.
12. **Testing Laboratories:** A “testing laboratory” is an independent entity engaged to perform specific inspections or tests, either at the Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
13. **PDF:** The acronym “PDF” is used to include any industry standard digital image file format.

1.04 INDUSTRY STANDARDS

- A. Refer to Section 01 42 18.

1.05 ABBREVIATIONS AND NAMES

- A. **Trade Names:**
 1. Trade association names and titles of general standards are frequently abbreviated.
 2. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating

- organization, authority having jurisdiction, or other entity applicable to the context of the text provision.
3. If the acronyms or abbreviations are not included in the referenced industry standards above, refer to the “Encyclopedia of Associations,” published by Gale Research Co., available in most libraries.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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SECTION 01 42 18

REFERENCE STANDARDS FOR INFRASTRUCTURE IMPROVEMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Quality Assurance.
- B. List of References.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by Association, trade, or federal and state standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents.
- C. Obtain copies of standards when required by Contract Documents.
- D. Maintain copy at jobsite during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.03 LIST OF NATIONAL REFERENCES

AABC	Associated Air Balance Council 1518 K Street NW Washington, DC 20005 202.737.0202 www.aabc.com	ADA	Americans with Disabilities Act US Dept. of Justice 950 Pennsylvania Avenue NW Civil Rights Division/Disability Rights Section - NYA Washington, DC 20530 800.514.0301 www.ada.gov
AASHTO	Am. Assoc. of State Hwy. & Transportation Officials 444 N. Capital Street NW, Ste. 249 Washington, DC 20001 202.624.5800 www.transportation.org	AGA	American Gas Assoc. 400 N. Capitol Street NW Washington, DC 20001 202.824.7000 www.aga.org
ABMA	American Bearing Manufacturers Association 2025 M Street, NW, Suite 800 Washington, DC 20036 202.367.1155	AGC	Associated General Contractors of America 2300 Wilson Boulevard., Ste. 400 Arlington, VA 22201 703.548.3118 www.agc.org
ACC	American Chemistry Council 700 Second Street NE Washington, DC 20002 202.249.7000 www.plastics.americanchemistry.com	AI	Asphalt Institute 2696 Research Park Drive Lexington, KY 40511-8480 859.288.4960 www.asphaltinstitute.org
ACEC	American Council of Engineering Companies 1015 15th Street, 8th Floor, NW Washington DC 20005-2605 202.347.7474 www.acec.org	AISI	American Iron & Steel Institute 1140 Connecticut Avenue NW, Ste. 705 Washington, DC 20036 202.452.7100 www.steel.org

ANSI	American National Standards Institute 1819 L Street NW, 6th Floor Washington, DC 20036 202.293.8020 www.ansi.org	EIMA	EIFS Industry Members Assoc. 513 West Broad Street, Ste. 210 Falls Church, VA 22046-3257 800.294.3462 www.eima.com
ARRA	Asphalt Recycling & Reclaiming Assoc. #3 Church Circle – PMB 250 Annapolis, MD 21401 410.267.0023 www.arra.org	EJCDC®	Engineers' Joint Contract Documents Committee® See ACEC, AGC, ASCE, and NSPE www.ejcdc.org
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191-4400 800.548.2723 www.asce.org	EPA	U.S. Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Ave. NW Washington, DC 20004 202.272.0167 www.epa.gov
ASTM	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428-2959 610.832.9500 www.astm.org	FEMA	Federal Emergency Management Assoc. 500 C Street SW Washington, DC 20472 800.621.3362 www.fema.gov
AWMA	Air & Waste Management Assoc. One Gateway Center, 3rd Floor 420 Fort Duquesne Blvd. Pittsburgh, PA 15222-1435 412.232.3444 www.awma.org	FMG	FM Global (Factory Mutual System) 270 Central Avenue, PO Box 7500 Johnston, RI 02919 401.275.3000 www.fmgglobal.com
AWWA	American Water Works Assoc. 6666 W. Quincy Avenue Denver, CO 80235 800.926.7337 www.awwa.org	Green Seal	Green Seal 1001 Connecticut Avenue NW, Ste. 827 Washington, DC 20036-5525 202.872.6400 www.greenseal.org
CDA	Copper Development Assoc. 260 Madison Avenue New York, NY 10016 212.251.7200 www.copper.org	Green-e	Green-e Program Center for Resource Solutions 1012 Torney Avenue, Second Floor PO Box 29512 San Francisco, CA 94129 415.561.2100 www.green-e.org
CPI	Concrete Paver Institute, a division of NCMA See ICPI	Green Guard	Greenguard Environmental Institute 2211 Newmarket Parkway, Ste. 110 Marietta, GA 30067 800.427.9681 www.greenguard.org
CLFMI	Chain Link Fence Manufacturers Institute 10015 Old Columbia Rd, Ste. B-215 Columbia, MD 21046 410.290.6267 www.chainlinkinfo.org	GRI	Geosynthetic Research Institute See GSI
CMRA	Construction Materials Recycling Assoc. 1001 I Street, PO Box 40125 Sacramento, CA 95812-4025 916.341.4027 www.calrecycle.ca.gov/RCP	GSI	Geosynthetic Institute 475 Kedron Avenue Folsom, PA 19033-1208 610.522.8440 www.geosynthetic-institute.org
CRSI	Concrete Reinforcing Steel Institute 933 North Plum Grove Road Schaumburg, IL 60173-4758 847.517.1200 www.crsi.org	ICEA	Insulated Cable Engineers Association, Inc. P.O. Box 1568 Carrollton, GA 30112 www.icea.net
CSI	Construction Specifications Institute 110 South Union Street, Ste. 100 Alexandria VA 22314 800.689.2900 www.csinet.org	ICPI	Interlocking Concrete Pavement Institute 13921 Park Center Road, Ste. 270 Herndon VA 20171 703.657.6900 www.icpi.org
DOE	U.S. Department of Energy 1000 Independence Ave. SW Washington DC 20585 202.586.5000 www.energy.gov	IMI	International Masonry Institute 42 East Street Annapolis, MD 21401 410.280.1305 www.imiweb.org
DOT	U.S. Department of Transportation 1200 New Jersey Ave, SE Washington, DC 20590 202.366.4000 www.dot.gov	IPBA	International Pipe Bursting Assoc. Division of NASSCO 410.486.3500 www.nassco.org/about_nassco/an_div_ipba.html
EEOC	Equal Employment Opportunity Commission 131 M Street NE Washington, DC 20507 800.669.4000 www.eeoc.gov	LEED	Leadership in Energy and Environmental Design See USGBC

MIA	Masonry Institute of America 22815 Frampton Avenue Torrance, CA 90501-5034 800.221.4000 www.masonryinstitute.org	NSSGA	National Stone, Sand & Gravel Assoc. 1605 King Street Alexandria, VA 22314 703.525.8788 www.nssga.org
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry 127 Park St NE Vienna, VA 22180-4602 703.281.6613 www.mss-hq.com	OSHA	U. S. Occupational Safety and Health Administration 200 Constitution Avenue NW Washington, DC 20210 800.321.6742 www.osha.gov
MUTCD	Manual on Uniform Traffic Control Devices www.mutcd.fhwa.dot.gov	PCA	Portland Cement Assoc. 5420 Old Orchard Road Skokie, IL 60077 847.966.6200 www.cement.org
NACE	National Assoc. of Corrosion Engineers 1440 S. Creek Drive Houston, TX 77084-4906 281.228.6200 www.nace.org	PCI	Precast/Prestressed Concrete Institute 200 W. Adams Street, #2100 Chicago, IL 60606 312.786.0300 www.pci.org
NCMA	National Concrete Masonry Assoc. 13750 Sunrise Valley Drive Herndon, VA 20171-4662 703.713.1900 www.ncma.org		PCI Midwest 952.806.9997 www.midwestprecast.com
NEC	National Electric Code See NFPA	PPI	Plastics Pipe Institute 105 Decker Court, Ste. 825 Irving TX, 75062 469.499.1044 www.plasticpipe.org
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877 301.977.3698 www.nebb.org	SSPC	Society for Protective Coatings 40 24th Street, 6th Floor Pittsburgh, PA 15222-4656 877.281.7772 www.sspc.org
NEMA	National Electrical Manufacturers Assoc. 1300 N. 17th Street., Ste. 1752 Rosslyn, VA 22209 703.841.3200 www.nema.org	TMS	The Masonry Society 105 South Sunset Street, Ste. Q Longmont, Colorado, 80501-6172 303.939.9700 www.masonrysociety.org
NFPA	National Fire Protection Assoc. 1 Batterymarch Park Quincy, MA 02169-7471 617.770.3000 www.nfpa.org	TPI	Turfgrass Producers International 2 East Main Street East Dundee, IL 60118 800.405.8873 www.turfgrasssod.org
NIOSH	National Institute for Occupational Safety and Health Centers for Disease Control and Prevention 1600 Clifton Road Atlanta, GA 30333 800.232.4636 www.cdc.gov/niosh	UL	Underwriters' Laboratories, Inc. 2600 N.W. Lake Rd. Camas, WA 98607-8542 877.854.3577 www.ul.com
NPCA	National Precast Concrete Assoc. 1320 City Center Drive, Suite 200 Carmel, IN 46032 800.366.7731 www.precast.org	USACE	U.S. Army Corps of Engineers Publication Department 2803 52nd Avenue Hyattsville, MD 20781-1102 301.394.0081 www.usace.army.mil
NPDES	National Pollutant Discharge Elimination System www.epa.gov	USGBC	U.S. Green Building Council 2101 L Street, Ste. 500 Washington DC 20037 800.795.1747 www.usgbc.org
NSF	NSF International 789 N. Dixboro Road, PO Box 130140 Ann Arbor, MI 48113-0140 800.673.6275 www.nsf.org	WQA	Water Quality Assoc. 4151 Naperville Road Lisle, IL 60532-3696 630.505.0160 www.wqa.org
NSPE	National Society of Professional Engineers 1420 King Street Alexandria, VA 22314-2794 703.684.2800 www.nspe.org		
NSWMA	National Solid Wastes Management Assoc. 4301 Connecticut Avenue NW, Ste. 300 Washington, DC 20008 800.424.2869 www.environmentalistseveryday.org/about-nswma-solid-waste-management		

1.04 LIST OF STATE REFERENCES

MINNESOTA

B3	Minnesota Sustainable Design Guide Center for Sustainable Building Research (CSBR) 1425 University Avenue SE, Ste. 225 Minneapolis, MN 55455 www.msbg.umn.edu csbr@tc.umn.edu	MnDOT	Minnesota Department of Transportation Transportation Building 395 John Ireland Boulevard St. Paul, MN 55155 800.657.3774 www.dot.state.mn.us
		MPCA	Minnesota Pollution Control Agency 520 Lafayette Road St. Paul, MN 55155-4194 651.296.6300 www.pca.state.mn.us
MDH	Minnesota Department of Health PO Box 64975 St. Paul, MN 55164-0975 651.215.5800 www.health.state.mn.us/	NPDES	Minnesota Permit: www.pca.state.mn.us/programs/inpdes
MMUTCD	Minnesota Manual on Uniform Traffic Control Devices www.mnltap.umn.edu/		

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

QUALITY CONTROL FOR STREET AND UTILITY CONSTRUCTION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Administrative and procedural requirements for quality control.
 - 2. Inspection and testing services to assist in determination of work with specifications and regulations.
 - 3. Requirements for Contractor cooperation.
 - 4. Responsibility for payment.
 - 5. Schedule of required tests.
- B. Contractor Responsibility: These required services do not relieve Contractor of responsibility for compliance with any requirements.
- C. Related Sections:
 - 1. Section 01 31 19 - Project Meetings
 - 2. Section 01 74 19 - Construction Waste Management

1.02 REFERENCES

- A. ASTM:
 - 1. D3740 - Minimum Requirements for Agencies Engaged in Testing or Inspection of Soil and Rock
 - 2. E329 - Requirements for Agencies Engaged in Testing or Inspection of Materials Used in Construction

1.03 DEFINITIONS

- A. Quality Control: Inspections, tests, related actions including reports, performed by independent agencies and governing authorities, as well as directed by Contractor.

1.04 SUBMITTALS

- A. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards (NBS) during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- B. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full time registered Specialist and responsible officer.
- C. After each inspection and test, submit two written copies of report to Engineer and to Contractor no later than 3 working days after completion of inspection or test. Include:
 - 1. Date issued
 - 2. Project title and number
 - 3. Name of inspector
 - 4. Date and time of sampling or inspection
 - 5. Identification of product and Specifications Section
 - 6. Location in the Project
 - 7. Type of inspection or test
 - 8. Date of test
 - 9. Results of tests
 - 10. Conformance with Contract Documents

- D. When requested by Engineer, provide interpretation of test results.

1.05 QUALITY ASSURANCE

- A. Testing:
1. Owner shall employ and pay for services of an independent testing laboratory to perform specified inspection and testing.
 2. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- B. Laboratory Qualifications:
1. Authorized to operate in state in which Project is located.
 2. Qualified in accordance with referenced ASTM standard to acceptance of Engineer.
 3. Staff: Maintain a full time registered Engineer Specialist on staff to review services.
 4. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards (NBS) Standards or accepted values of natural physical constants.
- C. Regulatory Requirements: Comply with requirements of ASTM D3740 and E329.

1.06 RESPONSIBILITIES

- A. Contractor Responsibility:
1. Quality control testing or inspections scheduled to be Contractor's responsibility.
 2. Code Compliance Testing: Quality control required by codes or ordinances, or by plan approval authority, made by legally constituted authority unless otherwise provided in Contract Documents.
 3. Verification of conformance of the Work within specified construction tolerances.
 4. Contractor's Convenience Testing.
 5. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring inspections and testing services.
 6. Provide incidental labor and facilities to:
 - a. Provide access to Work to be tested.
 - b. Obtain and handle samples at the Site or at source of products to be tested.
 - c. Facilitate tests and inspections, and storage and curing of test samples.
 7. Coordinate with each independent agency the sequence of activities to accommodate required services with minimum delay in progress of Work and to avoid removing and replacing Work. Schedule times for quality control.
- B. Owner Responsibility:
1. Quality control not specifically indicated as Contractor's responsibility, or to be provided by another identified entity.
- C. Laboratory Responsibility:
1. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 2. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
 3. Perform additional inspections and tests required by Engineer.
 4. Limits on Laboratory Authority:
 - a. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - b. Laboratory may not approve or accept any portion of the Work.
 - c. Laboratory may not assume any duties of Contractor.
 - d. Laboratory has no authority to stop the Work.
- D. Retest Responsibility:
1. Where results of quality control prove unsatisfactory and do not indicate compliance of related Work with requirements of the Contract Documents, retests are responsibility of Contractor, regardless of whether the original test was Contractor's responsibility.

2. Retest of Work revised or replaced by Contractor is Contractor's responsibility, where required tests were performed on original Work.
 3. Retesting costs will be deducted from Contract amount by Change Order.
 4. Provide 2 retests for each failed test.
- E. Responsibility for Associated Services:
1. Cooperate with independent agencies performing required quality control.
 2. Provide such auxiliary services as reasonably requested.
 3. Notify testing agency sufficiently in advance of operations to permit assignment of personnel.
 4. These auxiliary services include, but are not necessarily limited to:
 - a. Cooperate with independent agencies performing required quality control.
 - b. Provide such auxiliary services as reasonably requested.
 - c. Notify testing agency sufficiently in advance of operations to permit assignment of personnel.
 - d. Providing access to Work.
 - e. Taking samples or assistance with taking samples.
 - f. Delivery of samples to test laboratories.
 - g. Security and protection of samples and test equipment at Site.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 ADJUSTING

- A. Upon completion of quality control performed on Work, repair damaged Work, restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."

3.02 PROTECTION

- A. Protect Work exposed by or for quality control service activities, and protect repaired Work.

3.03 RESPONSIBILITY FOR ADJUSTING AND REPAIR

- A. Contractor's responsibility, regardless of assignment of responsibility for quality control.

3.04 FIELD QUALITY CONTROL

- A. Secure inspection and acceptance of subgrades and fill layers before subsequent construction is permitted.
- B. As a minimum, the following tests will be required:
1. Apron Pavement Area Subgrade & Embankments – Per Section P-152
 2. Apron Pavement Area – Aggregate Base – Per Section P-208
 3. Concrete Pavement Testing – As required per MNDOT 2301 & Section 32 13 10
 4. Bituminous Pavement Testing – As required per Section 32 12 16
 5. 2 each Densities of compacted trench backfill at random depths.
 6. 2 each Densities of compacted subgrade at building pads.
 7. 2 each Gradation of aggregate base per source.
 8. ___ each Concrete air and slump tests.
 9. ___ each Concrete cylinder tests (3 cylinders per test).
 10. Bituminous production and construction tests as required by MnDOT SD-15 (date) Schedule of Materials Control for 2020 Standard Specifications
 11. Standard proctors as required.

C. Provide laboratory testing in accordance with the following schedule:

1. A minimum of 1 compaction test and associated laboratory Proctor Tests where directed by Engineer, for each 250 linear feet of trench backfilling.
2. Immediately prior to construction of aggregate base, a minimum of 1 compaction test for each 200 linear feet of subgrade with corresponding Proctor Tests if the subgrade material varies, as determined by Engineer.
3. A minimum of 1 compaction test for each 200 linear feet of aggregate and additional tests if the gradation varies, as determined by Engineer.

END OF SECTION

SECTION 01 51 36
TEMPORARY WATER

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Availability of Water for Construction.
- B. Related Sections:
 - 1. Section 01 57 33 - Application of Water

1.02 DESCRIPTION

- A. Water is available from the City of South St. Paul.
- B. City will establish rates and conditions.
- C. Water shall be obtained from approved hydrant locations.
- D. Piping shall be the responsibility of the Contractor.
- E. Keep water use to minimum and consistent with needs.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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SECTION 01 52 19

TEMPORARY SANITARY FACILITIES

PART 1 GENERAL

1.01 SUMMARY

- A. Provide temporary closet or privy.
- B. Maintain throughout Project duration.
- C. Type and location subject to Engineer's approval.
- D. Remove upon completion of Project.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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SECTION 01 57 33

APPLICATION OF WATER FOR DUST CONTROL (MnDOT 2130)

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes furnishing and applying water to the roadbed for dust control purposes when specifically designated by Engineer.
- B. Related Sections:
 - 1. Section 01 51 36 - Temporary Water
- C. Method of Measurement:
 - 1. Water to be incidental to work performed.
- D. Basis of Payment:
 - 1. Water for dust and compaction is incidental to work performed. No payment will be made for water.

1.02 REFERENCES

- A. MnDOT 2130 - Application of Water for Dust Control

PART 2 PRODUCTS

2.01 MATERIALS

- A. Distributor Requirements:
 - 1. Pressure type.
 - 2. Self-propelled.
 - 3. Mounted on pneumatic-tired wheels.
 - 4. Water supply tank with distributing bars to ensure uniform application.
 - 5. Pump capacity to provide uniform application at any rate up to 250 gallons per minute.

PART 3 EXECUTION

3.01 APPLICATION

- A. Apply water in the locations and at the rates or amounts directed by Engineer.
- B. Apply water within 3 hours of Engineer's direction.

END OF SECTION

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SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Administrative and procedural requirements governing:
 - a. Products.
 - b. Delivery, storage and handling.
 - 2. The following is not included in this section: Product Substitution Procedures (Section 01 25 13).
- B. Alternates: Refer to Section 01 23 00.

1.02 PRODUCT DEFINITIONS

- A. Products:
 - 1. Unless indicated otherwise, the term "products" represents new material, machinery, components, equipment, fixtures, and systems forming the Work.
 - 2. Does not include machinery and equipment used for preparation, fabrication, conveying, or erection of the Work.
- B. Named Products: Items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
- C. Materials: Products that are substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed as part of the Work.
- D. Equipment: A product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.03 PRODUCT QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. Limited Quantities:
 - 1. When specified products are available only from sources that do not or cannot produce a quantity adequate to complete Project requirements in a timely manner, consult with Engineer for a determination of the most important product qualities before proceeding.
 - 2. Qualities may include attributes relating to:
 - a. Visual appearance.
 - b. Strength.
 - c. Durability.
 - d. Compatibility.
 - 3. When a determination has been made, select products from sources that possess these qualities to the fullest extent possible.

1.04 PRODUCT REQUIREMENTS

- A. Minimum Requirements: Comply with specifications and referenced standards.
- B. Product Provision: Provide products complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.

- C. Components: Items required to be supplied in quantity within a specification section shall be the same and shall be interchangeable.
- D. Compatibility of Options: When Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- E. Existing Products: Do not use materials and equipment removed from existing premises, except as specifically required or permitted by Contract Documents.
- F. Nameplates:
 - 1. Except for required labels and operating data, do not attach or imprint manufacturer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.
 - 2. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on an accessible surface that is not conspicuous.
 - 3. Equipment Nameplates:
 - a. Provide permanent nameplate on each item of service-connected or power-operated equipment.
 - b. Locate on an easily accessible surface that is inconspicuous in occupied spaces.
 - c. Provide the following information and other essential operating data on nameplate:
 - 1) Name of product and manufacturer.
 - 2) Model and serial number.
 - 3) Capacity.
 - 4) Speed.
 - 5) Ratings.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. General Requirements:
 - 1. Deliver, store and handle products in accordance with the manufacturer's recommendations.
 - 2. Schedule and coordinate the delivery of materials to ensure personnel and equipment will be available at the Site.
 - 3. Sequence deliveries to avoid delays but minimize on-site storage.
 - 4. Prevent damage, deterioration, soiling, and loss, including theft.
 - 5. Repair or replace damaged materials at no additional cost to Owner.
- B. Packing and Shipping: Deliver products to the jobsite in manufacturer's sealed containers bearing the manufacturer's name and brand, and appropriate UL labels for fire hazard and fire resistance classification.
- C. Acceptance at Site:
 - 1. Promptly inspect shipments to ensure that:
 - a. Products comply with requirements.
 - b. Quantities are correct.
 - c. Products are undamaged.
 - 2. Replace damaged or defective materials.
- D. Storage and Protection:
 - 1. Store with manufacturer's seals and labels intact and legible.
 - 2. Store sensitive products in weather-tight, climate-controlled enclosures.
 - 3. Cover products subject to deterioration with impervious sheet covering, providing ventilation to avoid condensation.
 - 4. For exterior storage of fabricated products, place on sloped supports, above ground.
 - 5. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
 - 6. Provide off-site storage and protection when Site does not permit on-site storage or protection.
 - 7. Protect stored materials from damage by adjacent work, falling debris, or equipment.

8. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

1.06 PRODUCT SELECTION

- A. Product selection is governed by the Contract Documents, and governing regulations by previous project experience.
- B. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
- C. Semi-Proprietary Specification Requirements:
 1. Where 2 or more products or manufacturers are named, provide 1 of the products indicated. No substitutions will be permitted.
 2. Where products or manufacturers are specified by name, accompanied by the term "or equal," or "or approved equal", comply with Section 01 25 13 or other Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 3. Contractors and suppliers will be expected to provide the specified product unless prior approval is received from Engineer's office in sufficient time to notify Bidders through addendum.
- D. Descriptive Specification Requirements: Where specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
- E. Performance Specification Requirements:
 1. Where specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated.
 2. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
 3. General overall performance of a product is implied where the product is specified for a specific application.
- F. Compliance with Standards, Codes and Regulations: Where the specifications only require compliance with an imposed code, standard or regulation, select a product that complies with applicable standards, codes and regulations.
- G. Visual Matching:
 1. Where specifications require matching an established sample, Engineer's decision will be final on whether a proposed product matches satisfactorily.
 2. Where no product available within the specified category matches satisfactorily but complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product, or for noncompliance with specified requirements.
- H. Visual Selection: Where specified product requirements include the phrase "*...as selected from manufacturer's standard colors, patterns, textures...*" or a similar phrase, select a product and manufacturer that comply with other specified requirements. Engineer will select the color, pattern and texture from the product line selected.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 CLEANING AND PROTECTION

- A. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for operation and maintenance data:
 - 1. Submittals.
- B. Related Sections:
 - 1. Section 01 33 00 - Submittal Procedures
 - 2. Individual Technical Sections

1.02 SUBMITTALS

- A. Refer to Section 01 33 00.
- B. Form and Format:
 - 1. Organize operation, maintenance data for equipment prepared in the form of an instruction manual of manageable size.
 - 2. Bind into individual heavy-duty, 2-inch, 3-ring vinyl-covered binders with pocket folders, each set of data, marked with appropriate identification on both front and spine of each binder.
 - 3. Text shall be manufacturer's printed data or typewritten data on 20-pound paper; page size 8-1/2-inch by 11-inch. Computer generated data shall be by letter quality printers or laser printers.
 - 4. Clearly mark each sheet of product data to specify products, component parts, and data applicable to installation; delete inapplicable information.
 - 5. Drawings and photographs shall have reinforced, punched binder tabs. Bind in with text, folding larger drawings to size of text pages.
- C. Submittal Schedule:
 - 1. Submit 2 individually bound copies of preliminary draft of contents no later than 45 calendar days after approval of Shop Drawings.
 - 2. Submit 6 individually bound copies of completed data in final form not later than 7 calendar days prior to first instruction of Owner personnel.
 - 3. If instruction of Owner personnel is not required, submit completed data no later than 14 calendar days prior to final inspection.
 - 4. Submit 6 copies of additional requested data no later than 21 calendar days following instruction of Owner personnel.

1.03 QUALITY ASSURANCE

- A. Preparation of Project-specific data shall be by personnel trained and experienced in maintenance and operation of described products, equipment, systems, materials, or finishes.
- B. Photocopies: Drawings shall be legible and suitable for photocopying. All materials shall be reproducible. On material that contains data on several types/sizes/models of equipment, the specific type/size/model provided shall be clearly highlighted.

1.04 CONTENTS

- A. Table of Contents: Include with each volume, with each product or system description identified.
- B. Directory:
 - 1. List names, addresses and telephone numbers of:
 - a. Engineer.

- b. Contractor.
 - c. Manufacturers and suppliers, including local source of supplies and replacement parts.
- C. Data to be Included:
 - 1. Assembly, installation, alignment, inspection procedures.
 - 2. Critical tolerances.
 - 3. Startup procedures.
 - 4. Complete parts listing.
 - 5. Spare parts listing.
 - 6. Emergency instructions.
 - 7. Fabrication drawings.
 - 8. Copies of warranties.
 - 9. Recommended "turn-around" cycles.
 - 10. Inspection procedures.
 - 11. Shop Drawings and Product Data.
 - 12. Fixture lamping schedule.
- D. Data for Equipment and Systems:
 - 1. Provide manufacturer's printed operation and maintenance instructions.
 - 2. Provide sequence of operation and as-installed control diagrams by controls manufacturer.
 - 3. Provide composite wiring diagrams for supervisory control systems. Include wiring diagrams showing connections between equipment wiring, electrical wiring, and supervisory control system wiring.
 - 4. For equipment, include description of unit and component parts. Give function, normal operation characteristics and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replacement parts.
 - 5. For panelboard circuit directories, indicate electrical service characteristics, controls, and communications. Include as-installed color coded wiring diagrams.
 - 6. Provide manufacturer's printed operation and maintenance instructions, including start-up, break-in, and normal operation instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operation instructions.
 - 7. For maintenance and preventative maintenance procedures include routine procedures; guide for "trouble-shooting;" and alignment, adjusting, balancing, and checking instructions.
 - 8. Provide servicing and lubrication schedule, and list of lubricants required.
 - 9. Provide manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance. Include recommended items and quantities to be stocked as spare parts.
- E. Data for Materials and Finishes:
 - 1. For building products, applied materials, and finishes, include manufacturer's product data with catalog number, size, composition, and color and texture designations.
 - 2. List instructions for care, maintenance, and preventative maintenance; include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
 - 3. For moisture-protection and weather exposed products, include manufacturer's product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 02 41 33

REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES (MnDOT 2104)

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Removal and Disposal of:
 - a. Pavements..
 - b. Culverts.
 - c. Abandoned structures.
 - d. Buildings
 - e. Signage
 - 2. Salvaging of Designated Materials:
 - a. Mailboxes.
 - b. Other delivery boxes.
 - c. Signs.
 - d. Benchmarks and monuments.
 - 3. Backfilling of Resulting Trenches, Holes, and Depressions.
- B. Related Sections:
 - 1. Section 31 23 10 - Excavation and Embankment
- C. Method of Measurement:
 - 1. General:
 - a. Only materials and items designated for removal will be measured.
 - b. Removal and salvage items will be measured separately as identified by the Item Name. No measurement will be made for salvaging and installing existing signs.
 - 2. Measurement by Area: Surface of uniform thickness will be measured by area in square units.
 - 3. Measurement by Length:
 - a. Length measurements will be made along the longitudinal centerline.
 - b. Pipe measurements will be made to the center of structures and to the end of aprons.
 - c. Pavement sawing will be measured along the staked cut line.
 - 4. Measurement by Volume: Volumes will be determined from field measurements of materials actually removed (Excavated Volume).
 - a. Excavation shall
 - 5. Measurement by Number (Complete Unit): Items will be measured separately by the number of units including appurtenances.
- D. Basis of Payment:
 - 1. Only items removed in acceptable condition will be measured as salvage.
 - 2. Items proposed for salvage which are damaged by Contractor's negligence shall be replaced at Contractor's expense.
 - 3. Backfilling of depressions resulting from removals shall be considered as embankment under Section 31 23 10.
 - 4. Removal of existing computer building to include building structure, foundation, and all associated items.
 - 5. Payment for acceptable quantities of removal, salvage, or abandoned items shall be at the Contract Unit Price as listed on the Bid Form. All associated Work items shall be considered incidental.
 - 6. Removals on explicitly stated on the Bid Form, but shown on the project plans, shall be considered incidental to the work performed.

1.02 REFERENCES

- A. MnDOT: 2104 - Removing Pavement and Miscellaneous Structures

1.03 SUBMITTALS

- A. Provide photographs, videotapes, or other visual evidence of existing conditions of in-place facilities adjacent to removal items as requested by the Engineer.

1.04 PROJECT/SITE CONDITIONS

- A. Do not conduct on-site burning operations.
- B. Do not use explosives for structure removal operations.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 PREPARATION

- A. Protection:
 - 1. Protect all in-place structures and facilities not designated for removal.
 - 2. Protect and maintain all benchmarks and survey control points.
 - 3. Coordinate removals to minimize impact on vehicular and pedestrian traffic.
- B. Sawing Pavement:
 - 1. Saw concrete pavement along removal lines to a depth 1/3 of the pavement thickness.
 - 2. Saw bituminous pavement along removal lines through entire pavement thickness.
 - 3. Produce a neat, square edge prior to restoration.
 - 4. Paint all ends of steel reinforcement in remaining concrete cross-section to prevent corrosion.
- C. Existing Piping or Utilities:
 - 1. Determine requirements for disconnecting capping and protection.
 - 2. Before starting Site operations, disconnect or arrange for disconnection of utility services designated to be removed in accordance with requirements of utility company or agency.
 - 3. Repair damaged utilities or piping at no cost to Owner.
 - 4. Plug upgrade ends of drainage or sewer pipes leading from abandoned basements, manholes, or similar structures with concrete or masonry.
 - 5. Preserve in operating condition active utilities traversing site and designated to remain.

3.02 REMOVAL OPERATIONS

- A. Remove only structures and facilities that have been marked by Engineer.
- B. Complete all removal operations prior to adjacent new construction.
- C. Remove materials designated for salvage in a manner that will not result in damage. All damaged mailboxes will be replaced at Contractor's expense with no compensation by Owner.
- D. Prior to construction, relocate all mail and other delivery boxes to a location which will allow delivery during construction. Contractor shall coordinate temporary location with U.S. Postal Service and other affected delivery services.
- E. Completely remove structures which are designated for removal.

- F. Whenever possible, remove concrete to an existing joint.
- G. When removing guardrail and fences for salvage, neatly coil wire and cable, pull posts from the ground, and remove nails and staples from posts and boards.
- H. Remove timber structures and underground tanks in accordance with applicable laws and regulations.
- I. Seal wells and borings taken out of service meeting the requirements of MN Administrative Rules, Chapter 4725, "Wells and Borings."

3.03 DISPOSAL OF MATERIALS AND DEBRIS

- A. Stockpile all materials designated for salvage at locations approved by Engineer.
- B. Dispose of all materials not designated for salvage in accordance with all applicable laws and ordinances.
- C. Submit written request to Engineer for disposal within right-of-way embankments.
- D. Submit written request to Engineer for burning operations.

3.04 BACKFILLING DEPRESSIONS

- A. Backfill all depressions resulting from removals in accordance with Section 31 23 10.
- B. If the remains of partially removed structures prevent natural filtration of water, perforate structure bottoms prior to placing backfill to prevent entrapment of water.

3.05 INSTALLING SALVAGED MATERIALS

- A. Install all salvaged materials as shown in Drawing Details and in locations as directed by Engineer.

END OF SECTION

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PAVEMENT MARKING REMOVAL

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes removal of pavement markings that conflict with revised traffic pattern.
- B. Related Sections:
 - 1. P-620 – Runway & Taxiway Marking
- C. Method of Measurement:
 - 1. Measure by area in square feet of original markings as acceptably removed. Removal areas will be computed on the basis of nominal widths as originally applied.
 - 2. Irregular shape markings will be measured as enclosed within rectangular boundaries of least dimensions.
- D. Basis of Payment:
 - 1. Payment for Pavement Marking Removal at the Contract Unit Price per unit of measure shall be in full for all costs of:
 - a. Obliterating the markings as specified.
 - b. Restoring the original pavement texture as needed.

1.02 REFERENCES

- A. MnDOT:
 - 1. 2102 - Pavement Marking Removal

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 REMOVAL OPERATION

- A. Remove all conflicting pavement markings to an unrecognizable degree prior to a change in traffic patterns.
- B. Use methods and equipment that will not:
 - 1. Damage pavement structure.
 - 2. Damage surface texture.
 - 3. Expose traffic to hazardous or detrimental condition.
 - 4. Allow materials or agents to accumulate on the pavement surface.
- C. Remove linear paint markings so as not to leave a distinguishing pattern of removal.
- D. Unsatisfactory removal of the pavement markings will require Contractor to apply color-match paint or asphalt sealer that blends with the surface texture.

3.02 PROTECTION

- A. Areas damaged by Contractor's operation as determined by Engineer shall be repaired by Contractor at their expense.

END OF SECTION

SECTION 31 34 10

GEOSYNTHETIC INSTALLATION (MnDOT 2108)

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes furnishing and installing:
 - 1. Geotextiles for:
 - a. Separation of materials for subgrade and base stabilization (Type 7).
- B. Related Sections:
 - 1. P-152 – Excavation, Subgrade, and Embankment
 - 2. P-208 – Aggregate Base Course
- C. Method of Measurement:
 - 1. Measure by area in square yards of coverage.
 - 2. Measurement on slopes or vertical faces is made perpendicular to the plane of the slope or face.
 - 3. No measurement or allowance is made for seams or overlaps.
 - 4. Measure each type separately.
- D. Basis of Payment:
 - 1. Payment for acceptable quantities of geotextile installation shall be as listed on the Bid Form. All associated Work items shall be considered incidental.

1.02 REFERENCES

- A. ASTM:
 - 1. D4355 - Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc-Type Apparatus
 - 2. D4439 - Terminology for Geosynthetics
 - 3. D4491 - Water Permeability of Geotextiles by Permittivity
 - 4. D4595 - Tensile Properties of Geotextiles by the Wide-Width Strip Method
 - 5. D4632 - Grab Breaking Load and Elongation of Geotextiles
 - 6. D4716 - Determining (In-Plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head
 - 7. D4751 - Determining Apparent Opening Size of a Geotextile
 - 8. D4884 - Strength of Sewn or Bonded Seams of Geotextiles
 - 9. D4873 - Identification, Storage, and Handling of Geosynthetic Rolls and Samples
 - 10. D5199 - Measuring the Nominal Thickness of Geosynthetics
 - 11. D5261 - Measuring Mass per Unit Area of Geotextiles
 - 12. D5493 - Permittivity of Geotextile Under Load
 - 13. D6193 - Standard Practice for Stitches and Seams
 - 14. D6241 - Static Puncture Strength of Geotextiles and Geotextile-Related Products
 - 15. D6574 - Determining (In-Plane) Hydraulic Transmissivity of A Geosynthetic by Radial Flow
 - 16. D6673 - Determining Tensile Properties of Geogrids by the Single or Multi-Rib Tensile Method
 - 17. D6707-06 - Circular-Knit Geotextile for Use in Subsurface Drainage Applications
- B. MnDOT:
 - 1. 2108 - Geosynthetic Construction Materials
 - 2. 3733 - Geosynthetic Materials

1.03 DEFINITIONS

- A. QAL: Quality Assurance Laboratory, recognized by the AASHTO Accreditation Program (AAP)

1.04 SUBMITTALS

- A. Refer to Section 01 33 00.
- B. Product Data: Submit manufacturer's geosynthetic material specification data sheets, product literature per MnDOT 3733.
- C. Shop Drawings:
 - 1. Submit Drawings showing geosynthetic sheet layout, location of seams, direction of overlap.
 - 2. Submit description of proposed methods of geotextile deployment, sewing methods, securing methods (temporary and permanent).
- D. Samples:
 - 1. Geosynthetic: 2 pieces, minimum, 18 inches long, taken across full width of roll of each type and weight of geotextile furnished for Project.
 - a. Label each sample with brand name and lot and roll number.
 - 2. Submit 1 sample each of staple, pin, washer, and stake for securing geosynthetic.
- E. Installation Schedule.
- F. Quality Assurance/Control Submittals:
 - 1. Certificate of Compliance from the supplier.
 - a. Include documentation stating the manufacturer's minimum average roll values (MARVs) for geotextiles.
 - 2. Test results from manufacturer.
 - 3. Documentation of lot and roll numbers delivered to site.
- G. Proposed QAL for review and approval by Engineer

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver to Site with opaque plastic covering to prevent ultraviolet degradation and contamination.
- B. Label each roll with the following:
 - 1. Name of Manufacturer
 - 2. Product Type and Style
 - 3. Product Grade
 - 4. Lot Number
 - 5. Physical Dimensions
- C. Store and handle according to manufacturer's directions.
- D. Do not store directly on ground. If stored outdoors, elevate minimum of 3 inches and protect with waterproof cover.
- E. Do not leave geosynthetic exposed to sunlight for more than 3 days.
- F. Handle in manner that maintains undamaged condition.
- G. Do not operate mechanical equipment directly on top of geosynthetic at any time.

1.06 SCHEDULING

- A. Schedule placement to prevent equipment operating in conjunction with excavation and placement of embankment material coming into contact with geosynthetic.

1.07 WARRANTY

- A. Manufacturer:
 - 1. Provide written manufacturer's warranty against manufacturing defects and material degradation for 5 years' from date of installation.
 - 2. Replacement coverage shall include all incidental costs associated with the replacement.
- B. Contractor:
 - 1. Provide guaranty against defects in installation and workmanship for 2 years' from date of Final Acceptance.
 - 2. Include costs of qualified service technicians, materials, and incidental costs required for the repair at no expense to Owner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Geotextile Fabric:
 - 1. MnDOT 3733: Type 7: Refer to Table 3733.2-1.
- B. Securing Pins:
 - 1. Steel, 3/16-inch diameter, pointed at 1 end.
 - 2. Fabricate with a head to retain steel washer.
 - 3. Minimum Length: 12 inches
- C. Steel Washers for Securing Pins:
 - 1. Outside diameter not less than 1.5 inches.
 - 2. Inside diameter 1/4-inch or sized to fit pins if pins larger than 3/16-inch diameter.
 - 3. Thickness: 1/8-inch.
- D. Steel Wire Staples:
 - 1. U-shaped, 10 gage.
 - 2. Minimum 6 inches long.

2.02 SOURCE QUALITY CONTROL

- A. Conformance Testing by QAL:
 - 1. Perform Conformance Testing at the rate of 1 test per 10,000 square yards of geosynthetic placed.
 - 2. Owner pays for first successful test. Contractor pays for all failed tests.
 - 3. Test results to be reviewed by Engineer and accepted or rejected, prior to the deployment of geotextile.
 - 4. Test results shall meet, or exceed, the properties specified in this Section.
 - 5. Manufacturer may obtain additional samples from rolls immediately before and after the roll from which a failing test occurred, and have them tested by QAL at manufacturer's expense. If these tests pass, only the failing roll will be rejected. If they fail, the entire lot will be rejected.

PART 3 EXECUTION

3.01 PREPARATION

- A. Prepare surface to receive geosynthetic to a relatively smooth condition, free of obstructions and debris that may damage the geotextile material.
- B. Notify Engineer prior to placement. Obtain approval of Engineer that underlying materials are satisfactory for placement of geotextile.

- C. Maintain excavations and backfill surfaces in a well-drained condition at all times during placement of geotextile material.
- D. Provide dewatering if necessary for outlet of stormwater runoff and groundwater control during placement of fabric and backfill.
- E. Maintain minimum 1 foot of fill between the geotextile and mechanical equipment.
- F. Replace any geosynthetic that is exposed to the sun for more than seven (7) calendar days.

3.02 INSTALLATION

- A. Place geosynthetic as required in the Drawings.
- B. Install in accordance with manufacturer's recommendations and with approved Shop Drawings.
- C. Lay and maintain geosynthetic smooth and free of tension, folds, wrinkles or creases.
- D. Provide temporary weights and pins to hold geosynthetic tight against the subgrade, foundation, or wall units, and as approved by Engineer.
 - 1. Push pins through geotextile until washer bears against geotextile and secures it firmly to subgrade.
 - 2. Install additional pins or temporary securing measures as necessary to prevent slippage of geotextile or to prevent wind from blowing geotextile out of position.
- E. Provide permanent pins, staples or stakes:
 - 1. Midway between edges of overlaps and 6 inches from free edges.

3.03 SHEET ORIENTATION

- A. Orient geosynthetic with main (long) direction of each sheet, parallel to the direction of slope, and as shown on Drawings.
- B. For roadway applications, orient geosynthetic parallel to the centerline of road unless specified otherwise in Drawings.

3.04 SEAM CONSTRUCTION

- A. Unseamed Joints:
 - 1. Overlapped:
 - a. Geotextile:
 - 1) Foundation/subgrade stabilization: Minimum 18 inches.
 - 2) Riprap: Minimum 18 inches.
 - 3) Drain trenches: Minimum 18 inches, except overlap shall equal the trench width if trench less than 18 inches.
 - 4) Other applications: Minimum 12 inches.
 - b. Geogrid: Minimum 12 inches.
- B. Sewn Seams (Geotextile):
 - 1. Not used.

3.05 PLACING PRODUCTS OVER GEOTEXTILE

- A. Notify Engineer 24 hours' before placing material over geosynthetic.
- B. If tears, punctures, or other damage occurs during placement of overlying products, remove overlying products as necessary to expose damaged geosynthetic for repair.

- C. Bring soil cover to Work area with earth-carrying equipment.
 - 1. Deposit over previously spread soil cover.
 - 2. Push onto uncovered portion of geosynthetic with graders or dozers.
 - 3. Repeat until total area covered.
 - 4. Place fill in uniform lifts, not to exceed 12 inches.
- D. Soil cover for side slopes shall be placed at the bottom of the slope and pushed up to reduce any tension on geosynthetic.
- E. Completely cover installed geosynthetic at end of each workday.

3.06 INSTALLING GEOSYNTHETIC IN TRENCHES

- A. Place geosynthetic to completely envelope granular backfill, crushed rock, or other granular trench backfill.
- B. Overlap seams in direction of flow.
- C. Place with sufficient slack that geosynthetic is in contact with trench walls after backfill.
- D. Wrap geosynthetic over top of granular backfill and overlap seam by 18 inches.

3.07 RIPRAP APPLICATIONS

- A. Overlap geotextile at each joint with upstream sheet of geotextile overlapping downstream sheet.
- B. Sew seams where wave run-up may occur.

3.08 REPAIRING GEOSYNTHETIC

- A. Repair holes, tears, or otherwise damaged geosynthetic.
- B. Remove interfering material as necessary to expose damaged geotextile for repair.
- C. Place patch of undamaged geotextile over damaged area and at least 3 feet in all directions beyond damaged area.
- D. Secure patch by as approved by Engineer.
- E. Replace backfill to the specified lift thickness and density.

3.09 CLEANUP

- A. Remove trash, waste material, and equipment used in connection with the Work of this Section.
- B. Maintain premises in a neat and orderly condition.

END OF SECTION

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SECTION 32 12 13

BITUMINOUS TACK COAT (MnDOT 2357)

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes treating a prepared base with bituminous material preparatory to placing bituminous course.
- B. Related Sections:
 - 1. Section 32 12 16 - Plant-Mixed Asphalt Pavement
- C. Method of Measurement: Measure by volume in gallons at 60 degrees F of material acceptably placed.
- D. Basis of Payment:
 - 1. Payment for bituminous tack coat shall be at the Contract Unit Price as listed on the Bid Form. All associated Work items shall be considered incidental.

1.02 REFERENCES

- A. MnDOT:
 - 1. 2360 - Plant Mixed Asphalt Pavement
 - 2. 2357 - Bituminous Tack Coat
 - 3. 3151 - Bituminous Material

1.03 SITE CONDITIONS

- A. Do not apply to wet surfaces.
- B. Do not apply during or immediately prior to precipitation.

1.04 SEQUENCING AND SCHEDULING

- A. Coordinate application to allow traffic movement in at least one direction without pick-up or tracking.
- B. Limit application to area on which the subsequent bituminous course will be placed on the same day.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Bituminous Tack Coat: MnDOT 2357.2.A.

PART 3 EXECUTION

3.01 PREPARATION

- A. Complete all required repairs and reconditioning.
- B. Remove all foreign matter from the road surface.

- C. Verify that surface is clean and dry.
- D. Protect adjacent curb and gutter, sidewalk, manhole and gate valve covers, and other exposed surfaces from overspray.

3.02 EQUIPMENT

- A. Distributor to meet requirements of MnDOT 2360.3B.2.d.

3.03 APPLICATION

- A. Apply uniform coating on the contact surface of all fixed structures and the edge of in-place courses at the transverse and longitudinal joints.
- B. Application rate per square yard shall be in accordance with MnDOT 2357.3.D.
- C. Temperature of material at application to comply with MnDOT 2357.3.E
- D. Spread sand on newly tacked surfaces at pedestrian crossings.

END OF SECTION

SECTION 32 12 16

PLANT-MIXED ASPHALT PAVEMENT (MnDOT 2360)

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Construction of pavement courses from hot plant-mixed bituminous - aggregate mixture.
 - 2. Demonstration of quality control through quality control testing.
- B. Related Sections:
 - 1. Section 32 12 13 - Bituminous Tack Coat
- C. Method of Measurement:
 - 1. Bituminous Mixture:
 - a. Measure each mixture type by weight in tons acceptably placed.
 - b. Weight shall be based on the sum of individual load tickets provided within 24 hours of the time of delivery to the Site.
 - c. If material is being wasted or placed excessively thick, Owner reserves the right to deduct quantities that are in excess of 1/4-inch over the plan thickness based on material weighing 115 pounds per square yard of area per inch of thickness.
 - 2. Bituminous Material: Incidental to the bituminous mixture.
 - 3. Contractor Testing and Quality Control: Incidental to bituminous mixture.
- D. Basis of Payment:
 - 1. Mixture cost includes additives as required.
 - 2. Payment for acceptable quantities of bituminous pavement shall be at the Contract Unit Price as listed on the Bid Form. All associated Work items shall be considered incidental.
 - 3. No incentives apply to this project.
 - 4. Only Table 2360.6.B4 payment factors shall apply to the Contract price adjustments for deventives for all mixtures. There are no incentives for bituminous pavement. All other payment factors specified under MnDOT 2360 shall be void.

1.02 REFERENCES

- A. AI SP-2 - Superpave Mix Design - Third Edition
- B. MnDOT 2360 - Plant Mixed Asphalt Pavement

1.03 DEFINITIONS

- A. Quality Control Program: All activities, including mix design, process control inspection, sampling, testing, and necessary adjustments in process that are related to the production of a hot mix asphalt (HMA) pavement which meets the requirements of this section.

1.04 SUBMITTALS

- A. Job Mix Formula:
 - 1. Submit 1 Job Mix Formula (JMF) for each mix to be used on the project.
 - 2. Each JMF as a minimum shall contain the information listed in MnDOT 2360.2.E.9.
 - 3. The JMF shall be signed by a Level II Quality Management mix designer, and submitted on MnDOT approved forms.

- 4- Submit the JMF to Engineer at least 7 working days prior to the start of asphalt production for Laboratory Mixture Design or 2 working days prior to the start of asphalt production for Modified Mixture Design.
- B. Asphalt Plant Inspection Report:
1. Prior to beginning asphalt production, submit an Asphalt Plant Inspection Report (TP 02142-02, TP 02143-02) to Engineer.
 2. This report must have been performed during the current construction season.
 3. If the asphalt plant has been moved since the most recent Asphalt Plant Inspection Report was written:
 - a. Request that the plant be re-certified by MnDOT according to MnDOT 2360.2.G.1.a.
 - b. Submit the new Asphalt Plant Inspection Report to Engineer.

1.05 PROJECT CONDITIONS

- A. Do not place mixtures when weather or roadbed conditions are determined to be unfavorable.
- B. Obtain written permission from Engineer to place mixture after October 15.

PART 2 PRODUCTS

2.01 MIXTURE DESIGNATION

- A. Provide the following: MnDOT 2360.1: SPWEB340B,

2.02 MATERIALS

- A. Aggregate: MnDOT 2360.2.A.
- B. Asphalt Binder Material: MnDOT 2360.2.B: PG 58-28
- C. Additives: MnDOT 2360.2.C.
- D. Bituminous Mixture: MnDOT 2360.2.E.

2.03 EQUIPMENT

- A. All equipment used in production and placement shall be in accordance with MnDOT 2360.3.B.
- B. Produce all bituminous mixtures at a Contractor-certified HMA plant in accordance with MnDOT 2360.2.G.1.a.

2.04 MIXTURE PROPORTIONS

- A. Submit a trial mix design for each mixture for review by Engineer in accordance with MnDOT 2360.2.E.
 1. Supply a Gyratory mixture in accordance with the following:
 - a. MnDOT 2360.2.E.
 - b. The Asphalt Institute's Superpave Mix Design Manual SP-2.
 - c. MnDOT Laboratory Manual such that it meets the requirements of this specification.
 2. Addition of aggregates and materials not included in the mixture design submittals is prohibited.
 3. Supply a Modified Mixture Design according to MnDOT 2360.2.E.5.b or Production Mixture Design according to MnDOT 2360.2.E.5.c and the following criteria:
 - a. The aggregates have been tested for and meet all applicable quality requirements in this specification. This testing must have been performed during the current construction season.
 - b. The Level II mix designer submitting the mixture design has a minimum of 2 years' experience in mix design.

- c. *Contractor and their representatives have not violated the requirements of MnDOT 1512 Unacceptable and Unauthorized Work.*
- d. Contractor shall supply a Laboratory Mixture Design following MnDOT 2360.2.E.5.a if all 3 of the requirements listed above for the Modified Mixture Design or Production Mixture Design are not met. The list of submittals required for Laboratory Mixture Design is given in Section 1.04 of this section.

2.05 SOURCE QUALITY CONTROL

- A. Provide and maintain a quality control program for HMA production.
 - 1. The quality control program shall meet the requirements of MnDOT 2360.2.G, Sections G.1.a, G.1.b, and G.4 through G.14.
- B. Quality Assurance - Plant: The project owner will retain Minnesota Department of Transportation Materials Personnel to conduct quality assurance observations and testing. The Quality Assurance program will comply with MnDOT 2360.2, Sections G.2, and G.3.

PART 3 EXECUTION

3.01 PREPARATION

- A. Treatment of the Surface: Apply bituminous tack coat to existing bituminous or concrete surfaces and to surface of each course except final surface in accordance with Section 32 12 13.

3.02 PLACEMENT

- A. Spreading Operations:
 - 1. Spread each mixture to the required cross section with an approved paver.
 - 2. Spread by hand or motor grader only in areas not accessible to a paver.
 - 3. Coordinate paver speed with rate of delivery of mix to provide a uniform rate of placement.
 - 4. Complete placement of each course over full width of the section each day.
- B. Compacting Operations:
 - 1. Conduct initial and final rolling with a steel-wheeled roller in accordance with MnDOT 2360.3.D.
 - 2. Conduct secondary rolling with a pneumatic-tired roller.
 - 3. Commence compaction as soon as possible after mixture has been spread, without causing undue displacement of mixture.
 - 4. Operate rollers continuously until all areas are compacted to required density and all roller marks are eliminated.
 - 5. Compact each course uniformly by Maximum Density method in accordance with MnDOT 2360.3.D.1.
 - 6. Perform pavement density acceptance testing in accordance with MnDOT 2360.3.D.1.
- C. Thickness and Surface Requirements:
 - 1. After compaction, each course shall be within 1/4 inch of the required thickness.
 - 2. Remove and replace any areas that are not within tolerance.
 - 3. After rolling, each surface shall be free of segregated and open and torn sections and deleterious material.
 - 4. Each course shall be smooth and true to the planned grade and cross-section within the following tolerances:
 - a. Wearing course surfaces shall not vary more than 1/8 inch from the edge of a 10-foot straightedge placed parallel or perpendicular to centerline.
 - b. Transverse slopes of each surface shall not vary from the proposed slope by more than 0.4 percent from plans.
 - c. The distance from centerline to edge of each course shall be not less than the proposed distance nor greater than 3 inches more than the proposed distance.
 - 5. The provisions of MnDOT 2399 – Pavement Surface Smoothness do not apply to this Project.

- D. Construction Joints:
 - 1. Compact to produce a tightly bonded joint meeting surface tolerances.
 - 2. Transverse Joints:
 - a. Place at right angles to centerline whenever placement operations are suspended. Suspension of Work will be allowed only at specified transverse joint locations as shown on Drawings.
 - b. Upon resumption of work, cut vertically for full depth of the course.
 - 3. Longitudinal Joints:
 - a. Place parallel to centerline.
 - b. Place joints between strips not less than 6 inches measured transversely from like joints placed in underlying course.
 - c. Place all surface courses to not greater than 1/4 inch above adjacent manhole frames, valve boxes, or other fixed structures.
 - d. Place all surface courses a minimum of 1/4-inch above adjacent gutters.
 - 4. Perform in accordance with MnDOT 2360.3.C.

3.03 FIELD QUALITY CONTROL

- A. Contractor is responsible for all field quality control.
- B. All field quality control testing personnel, facilities, and requirements shall be in accordance with MnDOT 2360.2.G.
- C. Perform compaction testing of bituminous mixtures in accordance with MnDOT 2360.3.D.

END OF SECTION

SECTION 32 13 10
CONCRETE PAVEMENT
(MnDOT 2301)

PART 1 GENERAL

1.01 SUMMARY

- A. Provide portland cement concrete pavement with or without reinforcement.
- B. Related Sections:
 - 1. Section 32 17 23 - Pavement Marking
- C. Method of Measurement: Concrete pavement construction will be measured in terms of major items of Work as follows:
 - 1. Concrete Pavement will be measured by area in square yards based on specified dimensions. Irregular Width Pavement will be measured and paid for separately.
 - 2. The Concrete Pavement Line items include all work to provide the pavement per the project plans. All dowel, reinforcing, and joint construction
- D. Basis of Payment:
 - 1. Payment for concrete construction shall be at the Contract Unit Price listed on Bid Form. All associated Work items shall be considered incidental (preparatory work, forming, curing, reinforcement, dowels, joint construction, sealant).

1.02 REFERENCES

- A. MnDOT:
 - 1. 2301 - Concrete Pavement
 - 2. 2461 - Structural Concrete
 - 3. 3151 - Bituminous Material
 - 4. 3301 - Reinforcement Bars
 - 5. 3302 - Dowel Bars
 - 6. 3303 - Welded Wire Reinforcing
 - 7. 3702 - Preformed Joint Fillers
 - 8. 3754 - Poly-Alpha Methylstyrene (AMS) Membrane Curing Compound
 - 9. 3756 - Plastic Curing Blankets

1.03 SUBMITTALS

- A. Refer to Section 01 33 00.
- B. Concrete Mix Submittals:
 - 1. Include name and address of transit-mix concrete supplier with submissions for Section 01 29 10.
 - 2. Catalog information on admixtures or agents to be included in mix.
 - 3. List of concrete mix designs at least 21 days prior to start of Work. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test or other circumstances warrant adjustments.
- C. Quality Assurance/Control Submittals:
 - 1. Test Reports: Report test results to Engineer.
 - 2. Material Certificates: Signed by manufacturers certifying materials comply with requirements of Construction Documents.

1.04 QUALITY ASSURANCE

- A. Regulatory Agencies: Comply with local governing regulations if more stringent than specified.
- B. Preinstallation Meeting: Meet with Engineer prior to the start of installation.
- C. Produce concrete from MnDOT certified plants.

1.05 PROJECT CONDITIONS

- A. Existing Conditions:
 - 1. Drawings do not purport to show actual dimensions, but are intended only to establish location and scope of Work.
 - 2. Field-verify dimensions and assume full responsibility for their accuracy.
- B. Maintain access for vehicular and pedestrian traffic.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials and accessories shall comply with MnDOT specifications:
 - 1. Concrete: MnDOT 2461.
 - 2. Steel Reinforcement Bars: MnDOT 3301.
 - 3. Steel Dowel Bars: MnDOT 3302.
 - a. Dowel bar assemblies shall be fabricated as a single unit and epoxy coated.
 - 4. Welded Wire Reinforcing: MnDOT 3303.
 - 5. Hot Poured Joint Filler – MNDOT 3725
 - 6. Preformed Joint Filler: MnDOT 3702.
 - a. Emulsified asphalt: MnDOT 3151.
 - 7. Curing Materials:
 - a. Plastic curing blankets: MnDOT 3756.
 - b. Poly-Alpha Methyl Styrene (AMS) Membrane curing compound: MnDOT 3754.
 - 8. Forms:
 - a. Wood or metal with smooth contact face.
 - b. Minimum form height: That of proposed concrete thickness.
 - c. Use flexible or curved forms for curves with radius 100 feet or less.
 - d. Form sections shall be not less than 10 feet long, except that wood forms can be 8 feet or greater.
 - e. Top of form shall show no deviations greater than 1/8 inch from a straight edge equal to form section.
 - f. Face of straight forms shall show no deviation greater than 1/4 inch from a 10-foot straight edge.
 - 9. Form Release Agent: Commercially formulated; will not bond with, stain, or adversely affect concrete surfaces provided in the Approved/Qualified Products List.

2.02 CONCRETE MIX PROPORTIONS

- A. Slipform Placement: Mix No. 3A21.
- B. Fixed Form Placement: Mix No. 3A41.

PART 3 EXECUTION

3.01 PREPARATION

- A. Subgrade Preparation:
 - 1. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
 - 2. Remove loose material from compacted subgrade.
 - 3. Proof-roll subbase surface with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Correct nonconforming conditions.
 - 4. Complete fine grading at least 3 hours in advance of concrete placement.
 - 5. Moisten subgrade in upper 3 inches to provide uniform dampened condition.
 - 6. Do not place concrete on frozen surface.
- B. Adjust gate valves, manholes and other structures to required finish elevation and alignment prior to paving.
- C. Forms:
 - 1. Set forms to required grade on alignment for a distance equal to minimum 3 hours paving time.
 - 2. Clean after each use and coat contact face with chemical release agent.
 - 3. Do not remove for 24 hours after concrete has been placed.
- D. Steel Reinforcement:
 - 1. Reinforcement Bars: Epoxy coated, Zinc coated, or Fabricated bar mats.
 - 2. Provide reinforcement in the lengths shown on the Drawings.
 - a. Do not place splices unless shown on the Drawings or approved in writing by the Engineer.
 - b. Provide field splices at locations and with details as approved by the Engineer.
 - c. If lap splices not shown on the Drawings, provide bar reinforcement lap lengths per Table 2472.3-2.

3.02 INSTALLATION

- A. Concrete Pavement:
 - 1. Place in accordance with MnDOT 2461 and 2301.
 - 2. Use either fixed form or slip form construction.
 - 3. Prevent segregation of mix.
 - 4. Do not add water to concrete during delivery, at Site, or to fresh concrete after testing.
 - 5. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator.
 - 6. Prevent dislocation of reinforcing, dowels, and joint devices.
 - 7. Deposit and spread concrete in a continuous operation.
 - 8. Do not move concrete with vibrator.
- B. Joints:
 - 1. Construct and space as shown on Drawings and perpendicular to grade.
 - 2. Joining existing pavement: Place transverse joints to align with previously placed joints, unless otherwise indicated.
 - 3. Construction Joints: Set at side and end terminations of pavement and at locations where pavement operations are stopped for more than 1/2 hour, unless pavement terminates at isolation joints.
 - 4. Tie Bars: Provide at sides of pavement strips where indicated.
 - 5. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 6. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat 1/2 of dowel length to prevent concrete bonding to 1 side of joint.
 - 7. Isolation Joints: Preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - a. Furnish in one-piece lengths. Where more than 1 length is required, lace or clip joint-filler sections together.

- b. Protect top edge of joint filler during concrete placement with temporary preformed cap. Remove cap after concrete placed on both sides of joint.
 - 8. Contraction Joints: Construct to match jointing of existing adjacent concrete pavement.
 - 9. Edging:
 - a. Tool edges of pavement after initial floating with edging tool.
 - b. Repeat after applying surface finishes.
 - c. Eliminate tool marks on concrete surfaces.
 - 10. After removal of forms, clean ends of joints and point-up any minor honeycombed areas.
 - 11. Remove and replace areas or sections with major defects, as directed by Engineer.
- C. Surface Finish:
 - 1. After concrete is consolidated, screeded and floated, final finish texture shall be obtained by drawing a carpet drag longitudinally. Provide a textured depth of at least 1.0 millimeters in accordance with ASTM E965-87.
 - 2. Carpet shall be:
 - a. Artificial grass type.
 - b. Total minimum weight of 70 ounces per square yard.
 - c. Molded polyethylene pile face with blade length of 5/8 to 1 inch.
- D. Curing and Protection:
 - 1. Cure minimum 72 hours after finishing.
 - 2. Protect from loss of moisture, rain damage, traffic, and extreme hot or cold temperatures.
 - 3. Apply curing media within 30 minutes after side forms are removed.
 - 4. Blanket Curing Method:
 - a. Envelop concrete with waterproof paper or plastic after finishing, and seal with waterproof tape or adhesive.
 - b. Prevent water vapor loss.
 - c. After curing, treat exposed surfaces with 2 coats treating oil.
 - 5. Curing Compound Method:
 - a. Coat exposed surfaces with curing compound immediately after finishing.
 - b. Apply uniformly at a rate of 1 gallon per 150 square feet of surface area with approved airless sprayer.
 - c. Spray on second coat within 3 hours.
- E. Pavement Marking: Allow concrete pavement to cure for 28 days and be dry before pavement marking. See Section P-620.

3.03 TOLERANCES

- A. Surface Smoothness:
 - 1. Deviations greater than 0.25 inches in 10 feet measured with straight edge in transverse direction will be considered unacceptable work.
- B. Thickness:
 - 1. Permissible deviation in average thickness of pavement:
 - a. 0.10 inch for mainline pavement.
- C. Unacceptable Work: Remove and replace as directed by Engineer.

3.04 FIELD TESTING

- A. Testing and Analysis of Concrete: See Section 01 45 00. Complete testing per MNDOT 2301.
 - 1. Contractor Responsible for QC and providing coring for QA.
 - 2. Engineer Responsible for QA.

3.05 REPAIRS AND PROTECTION

- A. Remove and replace concrete that is broken, damaged, or defective, or does not comply with requirements.

- B. Drill test cores where directed by Engineer when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for minimum 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep not more than 2 days before date scheduled for Substantial Completion inspections.

END OF SECTION

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FUEL SYSTEM EQUIPMENT

PART 1 - GENERAL

1.01 Scope of Work

- A. The Work under this Contract consists of the removal of the existing Unleaded fuel system and replacement of AvGas (100LL) and Jet A fuel systems, and all incidental items necessary to complete the Work as shown on the Plans and included in the Proposal and Contract.
- B. These Special Provisions and Technical Specifications will identify the equipment performance to be met by the Contractors.
- C. Due to the specific nature of how various equipment components are put together to make up a functioning fueling system, known manufacturers and suppliers of acceptable equipment will be identified.
- D. "Or approved equal" equipment is acceptable if, in fact, it is equal in performance, materials, code compliance, and serviceability as determined by the Engineer.

1.02 References

- A. Work shall conform to procedures and practices in the following regulatory guidelines and industry standards when applicable:
 - 1. Minnesota State Fire Code (MSFC) Chapter 20 "Aviation Facilities," Chapter 22 "Fire Prevention and Protection" and Chapter 34 "Flammable and Combustible Liquids"
 - 2. Minnesota Pollution Control Agency (MPCA) Chapter 7150 "Underground Storage Tanks; Program" and Chapter 7151 "Aboveground Storage of Liquid Substances"
 - 3. National Fire Protection Association, NFPA 30, "Flammable and Combustible Liquids Code".
 - 4. National Fire Protection Association, NFPA 30A, "Motor Fuel Dispensing Facilities and Repair Garages Code", 2024 Edition
 - 5. National Fire Protection Association NFPA 70, "National Electrical Code", 2023 edition.
 - 6. National Fire Protection Association, NFPA 407 "Standard for Aircraft Fuel Servicing"
 - 7. Petroleum Equipment Institute "Recommended Practices for Installation of Underground Liquid Storage Systems PEI RP 100-20"
 - 8. Petroleum Equipment Institute "Recommended Practices for Installation of Aboveground Storage Systems", PEI RP 200-13
 - 9. Petroleum Equipment Institute "Recommended Practices for Inspection and Maintenance of Motor Fuel Dispensing Equipment PEI RP 500-11"
 - 10. Petroleum Equipment Institute "Recommended Practices for Design, Installation, Service, Repair, and Maintenance of Aviation Fueling Systems PE RP 1300-13"
 - 11. Energy Institute "Identification Markings for Dedicated Aviation Fuel Manufacturing and Distribution Facilities, Airport Storage and Mobile Fueling Equipment", EI 1542.
 - 12. International Civil Aviation Organization "Manual on Civil Aviation Jet Fuel Supply" Doc 9977 First Edition 2012.
 - 13. American Society of Mechanical Engineers, ASME B31.3 "Process Piping"

1.03 Scope of Equipment and Special Services

- A. The Work under this Contract consists of obtaining and installing fueling equipment, fuel facilities, electrical, site work, prep work, and all incidental items necessary to complete the Work as shown on the Drawings and included in the Proposal.

- B. Significant major construction is planned for the area of this project.
- C. ENGINEER will provide the following:
 - 1. Engineer will review Shop Drawing Submittals of major equipment specified and furnished.
 - 2. Engineer will provide periodic construction site visits for design compliance review. Copies of all the installation paper work is to be given to the Owner with the Equipment and Warranty Manuals.
- D. CONTRACTOR: The qualified low bidding General Contractor (prime contractor), his/her subcontractors and equipment vendors will complete:
 - 1. Submit major equipment cut sheet submittals and manufacturer's pre-production (shop) drawings showing details of construction and materials for the proposed work to the Owner and Engineer for approval before the start of work. Shop drawings and submittals should be assigned a submittal number and the contract number and project name shall be identified. The submittals shall have each page numbered, and the part number or model being furnished should be identified by highlighting (yellow marker) or asterisk. Shop drawings not containing the previously referenced identification will be sent back "Not Reviewed".
 - 2. Purchase equipment including freight and sales tax.
 - 3. Apply for and obtain the required Tank Installation Permit from the local code officials / Authority Having Jurisdiction (AHJ) based on the bidding documents. Provide one set of approved plans to the Engineer and one set to the Owner. Any Permit changes will be coordinated between the Engineer, AHJ, Owner, the Department and the Contractor.
 - 4. Obtain required local permits, i.e., electrical permit.
 - 5. Install equipment per the permit design drawings and specifications.
 - 6. Remove and properly dispose of existing equipment not scheduled for re-use.
 - 7. The Contractor is responsible to call for and conduct all the inspections required by the local fire code enforcement officer at the correct time(s).
 - 8. The Contractor is responsible to notify the MPCA at least ten (10) days prior to start of UST removal activities.
 - 9. Complete MPCA Site Assessment during underground storage tank (UST) and piping removal(s)/abandonment(s).
 - 10. Maintain record drawings and pictures of as-built system.
 - 11. Conduct factory and site pressure testing of all system parts. Submit the results to the Engineer, Owner and State Tank Inspector.
 - 12. Start up the systems and calibrate, verify and document flow rates and pressures. Verify functionality of all system components.
 - 13. Be licensed as a Place-In-Service Agent through the State of Minnesota Weights and Measures Division and register all fuel dispenser flow meters accordingly.
 - 14. Provide a minimum of 4-hours of Owner training on each major system (fueling dispensers, tank monitor, etc.).
 - 15. Provide owner documentation for the project per the contract documents.
 - 16. Provide completed punch list provided by Owner, Engineer and Department Project Manager for final payment.
 - 17. Update UST registration.
- E. OWNER: The Owner will:
 - 1. Maintain financial assurance on existing USTs until removal and closure is completed.

1.04 Submittals

- A. Equipment components to have shop drawings/submittals reviewed by the Engineer include, but are not limited to, the following items:

1. Underground Tank(s)
2. Tank Anchoring System and Buoyancy Calculations
3. Overfill Prevention Valves & Drop Tubes
4. Floating Suction Assembly
5. Spill Buckets
6. Tank Level Probe(s)
7. Interstitial Probe(s)
8. Dispenser(s)
9. FMU/Card Reader(s)
10. Remote Fill Box
11. Sample Pumps
12. Vents & Vent Piping
13. Aboveground Piping & Supports
14. Fueling Hose(s)
15. Fueling Nozzle(s)
16. Hose Reel(s)
17. Grounding Reel(s)
18. Filtration
19. Valve(s)
20. Flex Connector(s)
21. Sign(s) & Labeling
22. Aggregate, Asphalt and Concrete
23. Conduits and Wires
24. Handholes
25. Emergency Stop
26. Overfill Alarms
27. Portable Supplies
28. Bollard Slip Covers
29. Fire Extinguishers

1.05 Downtime for the Fueling Systems.

- A. The Work on this project shall be constructed in a timely manner not to exceed 45 days of downtime to the City before the new systems are operational.

1.06 Site Work.

- A. See civil technical specifications and project drawings.

1.07 Electrical Power for Fueling Equipment.

- A. Construct Electrical Power for Fueling Equipment in accordance with all of the Drawings and this Special Provision.
 1. Provide Electrical Power for the Fueling Equipment as shown on the Drawings, Site Plan and Electrical Details (E-XXX - E-XXX) to provide a complete and operable power supply for fueling system. All electrical work in this Contract shall be done under the direct supervision of a currently certified State of Minnesota Certified Master Electrician.

2. All electrical work is to be completed per the NFPA 30, and 70 codes. All electrical equipment and wiring shall be of a type specified by and installed in accordance with NFPA 70, National Electric Code (NEC).
3. The Drawings are intended to locate loads, identify preferred materials of construction, locate connection points, suggest conduit layout and give general electrical information. It is the Contractors responsibility to meet the letter of the code, develop final wiring drawings as may be necessary, understand equipment wiring diagrams from equipment manufacturer drawings and cut sheets, assist the mechanical contractor in selecting required service for the various types of equipment to be efficient, install the distribution panels, conduit, wires, make the final connections, test the systems for operation, and pull the local electrical permit. Electrician must be aware of the total system Drawings and these specifications.
4. The tank probe interface cable shall be Belden 87761, Carol C2534 or approved equal.
5. Electrical power to the new fueling system(s) shall be routed from the identified tie-in location to the UST and dispensing areas (by the Contractor).
6. Control, and three-phase power (208 VAC) to various equipment loads are to be on separate circuits. Control and power circuits shall all be in separate conduits.

PART 2 - PRODUCTS

2.01 Construct Aviation Fuel Systems.

- A. Construct Aviation Fueling Systems in accordance with the Drawings and these Special Provisions.
 1. Construct Aviation Fueling Systems as shown on Drawings (F101 – F109) to provide a complete and operable system. All materials must conform to the size and type called for in this specification and to applicable laws, codes and ordinances.
 2. The Contractor shall be responsible for the safe storage and handling of all materials used in the work. Store all materials in the Contractor storage area or areas designated by the Owner. Store and/or handle materials so as to not adversely affect traffic, drainage, fire protection, or public safety. Inconveniences to City personnel from the storage and handling of materials shall be kept to a minimum.
 3. The Contractor shall employ and furnish a power broom or sweeper to provide unobstructed and safe passage around the construction area for the duration of this project. Equipment shall be provided by the contractor on-site during this period. Paved surfaces shall be cleaned throughout the working day and at the end of each working day of dirt debris and other.

2.02 Underground Storage Tank(s)

- A. Certifications: Underwriters Laboratories
- B. Acceptable Manufacturers: Containment Solutions, Xerxes, Lannon Tank; or, Approved Equal
- C. AvGas System Tank:
 1. One (1) 15,000-gallon, 8-foot diameter, split compartment (10,000/5,000), double wall fiberglass or fiberglass wrapped steel underground tank with monitored interstice.
 2. Manufactured to Underwriters Laboratory (U.L.) Standards for Fuel Storage. Tank to include manufacturer's installation instructions, gauging charts and warranty documentation.
 3. Fuel compartment will have smooth interior, and interior deflector plates at all wear points.
 4. Each compartment shall include:
 - a. One (1) 30-inch raised manway and cover with one (1) 3-inch National Pipe Threads (NPT) connection and three (3) 2-inch National Pipe Threads (NPT) connections.
 - b. Two (2) 4-inch NPT tank fittings.
 - c. Integral 8-inch bottom sump.
 5. Tank to include one (1) interstitial probe fitting for dry type detection probe.

6. Include concrete dead-man anchors sized for complete anti buoyancy, standard tie down straps for the tank size.
 7. Manufacturer's installation instructions, gauging charts and warranty documentation.
 8. See tank elevation drawing for deflector plate, manway cover openings and other component locations.
 9. Plug or blind-flange all unused opening.
 10. Factory and pre-installation integrity testing to be completed per manufacturer and documentation provided to Engineer.
- D. Jet A System Tank:
1. One (1) 10,000-gallon, 8-foot diameter, double wall fiberglass or fiberglass-wrapped underground tank with monitored interstice.
 2. Manufactured to Underwriters Laboratory (U.L.) Standards for Fuel Storage. Tank to include manufacturer's installation instructions, gauging charts and warranty documentation.
 3. Fuel compartment will have smooth interior, and interior deflector plates at all wear points
 4. Tank fittings shall include:
 - a. Two (2) 30-inch raised manways and cover with three (3) 3-inch National Pipe Threads (NPT) connections.
 - b. Two (2) 4-inch NPT tank fittings.
 - c. Integral 8-inch bottom sump.
 5. Tank to include one (1) interstitial probe fitting for dry type detection probe.
 6. Include concrete dead-man anchors sized for complete anti buoyancy, standard tie down straps for the tank size.
 7. Manufacturer's installation instructions, gauging charts and warranty documentation.
 8. See tank elevation drawing for deflector plate, manway cover openings and other component locations.
 9. Plug or blind-flange all unused opening.
 10. Factory and pre-installation integrity testing to be completed per manufacturer and documentation provided to Engineer.

2.03 Dispensing and Offloading Cabinets

- A. Acceptable Manufacturers: Westmor, Garsite, Semler or approved equal.
- B. Description:
 1. Provide and install one (1) AvGas dispenser cabinet, and one (1) Jet A dispensing, offloading & filtration cabinet.
 2. All of the following equipment is to be furnished by the cabinets' Manufacturer.
 3. All piping shall be 304L stainless steel equivalent or better (interior minimum of Schedule 10 with exterior flanges Schedule 40).
 4. Equipment to be factory painted and rated at 150 psi for aviation fuel service. Manufacturer pre-piped, pressure tested and pre-wired cabinets. Any equipment size or rating change must be identified and verified that the design flows and pressures can still be met and approved by the Engineer.
 5. Equipment Manufacturers must be familiar with other sections of this specification which affects the total fueling system (electrical, mechanical, etc.).
 6. Cabinets shall be built to comply with NFPA 407 requirements for Jet A and AvGas.
- C. Construction:
 1. Cabinets and pump weather enclosures shall be of stainless-steel frame construction with integral stainless-steel drip pan under entire cabinet.

2. Cabinet covers to be constructed of stainless steel and have removable cover or panels. The cabinet covers without maintenance access panels must be removable by one person (hinged). It is acceptable to have sliding or hinged, single person removable, side door panels to access equipment for maintenance and repair. Cabinets shall include lockable single, double or triple weather tight front doors.
 3. Cabinets shall not have sharp corners or edges. No painted steel, powder coated steel, galvanized steel, or aluminum cover material allowed.
 4. Dispensers and pumps shall be anchored to concrete slab.
- D. Configuration:
1. Facing the doors of each cabinet, opening the door or doors will give access to all fueling equipment. Doors must open freely without obstruction.
 2. Facing the front of the AvGas dispensing cabinet the over wing hose reel will be on the left. The field electrical comes in the rear of the cabinet. Facing the front of the Jet A cabinet the single point hose reel and deadman will be on the right and the over wing hose reel will be on the left. Cabinet arrangements vary by the manufacturer. The intent is to have all necessary devices easily accessible for self-service and attendant operation, including required product testing and maintenance access.
 3. Cabinet and bollards shall be situated such that the service doors of the cabinets can fully open.
 4. All cabinets will have easy to read operating and safety instructions permanently mounted on the back side of the front doors and shall be readable with the doors open day or night.
 5. Remote cabinets shall include removable 1-gallon stainless containers/trays for discharge location of pressure relief and air-eliminator tubing.
- E. Flow Rates:
1. AvGas over wing to be regulated at 30 GPM for aircraft fueling.
 2. Jet A transport offloading to UST at 200 GPM at pump discharge pressure.
 3. Jet A single point to have a full line flow of 100 GPM at 50 psi at the nozzle. (45 psi min/50 psi max) for aircraft fueling.
 4. Jet A over wing to be regulated at 35 GPM for aircraft fueling.
- F. AvGas Dispensing Cabinet Components:
1. Electrical control from main power selector "Hand-Off-Auto" keyed switch at cabinet. In "Auto" position, cabinet power is controlled by card reader and depowered when switch in "Off" position. "Hand" position by-passes card reader.
 2. One (1) 2-inch 150# isolation valve locking with thermo expansion relief.
 3. One (1) 2-inch stainless steel throttle valve.
 4. Avgas Pump:
 - a. System to have a Blackmer GNX2, or equal 2-inch sliding vane pump. 3 HP, 3 phase 208V, 1800 RPM, explosion proof motor with and 423 RPM gear box. Cabinet manufacturer to confirm pump and motor selection. Design output: 30 GPM at the nozzle for over wing. Direct coupled pumps are required. The remote pump starter is to be furnished and installed by the Contracting Electrician. System expansion relief shall be set at 5 psi greater than system maximum pump pressure.
 5. AvGas Filter:
 - a. Acceptable Manufacturers: Velcon, or approved equal.
 - b. One (1) Velcon #VF 62 1-1/2-inch filter (or approved equal), 1/2-inch drain ball valve, Aquacon ACO 52401R 0.5-micron filter element (or approved equal).
 6. Grounding:
 - a. Acceptable Manufacturers: Ametek Hunter, Gammon, or approved equal.
 - b. Steel static ground reel with totally enclosed spring drive automatic retrieve adjustable speed control.

- c. Include 100-feet of stainless-steel wire with kink resistant vinyl coating.
 - d. Reel must be hard wired to positive grounding system to ground rods.
 - e. Provide aviation standard grounding clamp.
 - f. The wire to clamp connection must be protected and reinforced (typical breaking point).
- 7. One (1) fueling line pressure gauge sensing through stainless steel tubing to over-the-wing control valve.
- 8. One (1) 2-1/2-inch face liquid filled 0-160 psi line pressure gauge. The gauge is to be mounted on a 1/2-inch pipe tee on the main line after any filters or monitors. Locate the gauge on the top of the tee and a plug in the horizontal.
- 9. Interior explosion proof light (60-watt equivalent minimum) for reading instructions and fueling at night.
- 10. Direct-read filter differential pressure gauge visible from front of cabinet.
- 11. Control Valve:
 - a. One (1) two stage solenoid-controlled valve.
 - b. Must have pressure, flow control adjustable for over-wing fueling rates.
- 12. Hose Reel:
 - a. Provide hose reel with swivel joints, 1/2 HP motor operated for 1-1/4-inch hose electric hose reels with gear reducer for slow retrieve (98 f/m 12:40 ratio).
 - b. Provide Clutch release. Clutch release shall be labeled for user to locate.
 - c. Provide backup hand crank.
 - d. Pressurized hose must fit on the reel.
 - e. Reels to have stainless steel hose alignment roller assembly to keep hose on reel and not rub on cabinet and stop bar to prevent nozzle from falling over to the back of the hose reel.
- 13. Dispenser Hose:
 - a. Acceptable Manufacturers: Goodyear, Hewitt or approved equal.
 - b. For over wing fueling provide 75-feet of 1-1/4-inch hose.
 - c. Hose shall be aviation approved hose meeting API bulletin 1529, 7th Edition, 2014, Grade II Type C and NFPA #407 (2017 Revision), factory installed couplers, shop pressure tested and certified.
 - d. Hose certifications are required in the equipment manuals.
- 14. Dispenser Nozzles:
 - a. Acceptable Manufacturers: OPW, Emco Wheaton or approved equal.
 - b. Over Wing: 1-inch nozzle inlet swivel joint, 100 mesh strainer, 1-inch aviation type nozzle, 1-inch x 1-1/4-inch x 1-inch or approved equal with hose ground wire, heavy duty clip, dead man manual nozzle control (NO AUTO FILL OVERRIDE ON THE NOZZLE), and dust cover for fueling nozzle.
- 15. AvGas Meter:
 - a. Acceptable Manufacturers: Liquid Controls or approved equal.
 - b. One (1) 1-1/2-inch Liquid Controls M5-C2 meter, strainer w/ 100-mesh stainless steel screen, air eliminator, with 1/10th gallon totalizer register, electronic 100:1 pulse transmitter for connection to Fuel Management Unit.
 - c. 1/2-inch check valve in tubing to relief line piped in cabinet to removable 1-gallon container/tray.
- G. Jet A Offloading & Dispensing Cabinet Components:
 - 1. Electrical control from main power selector "Hand-Off-Auto" keyed switch at cabinet. In "Auto" position cabinet is controlled by card reader and depowered when switch "Off" position. "Hand" position by-passes card reader.

2. A cabinet-mounted selector switch shall be used to control flow regulation between single point, unloading and over wing aircraft fueling.
3. Two (2) 3-inch 150# isolation valves locking with thermo expansion relief.
4. One (1) 3-inch line to filter separator.
5. Jet A Pump:
 - a. Acceptable Manufacturers: Blackmer, or approved equal.
 - b. System to have a Blackmer GNX3, or equal 3-inch sliding vane pump. 15 HP, 3 phase 208V, 1800 RPM, explosion proof motor, 568 RPM gear box.
 - c. Cabinet manufacturer to confirm pump and motor selection.
 - d. Design output: 200 GPM at 70 psi (pump discharge).
 - e. Direct coupled pumps are required.
 - f. The remote pump starter is to be furnished and installed by the Contracting Electrician. System expansion relief shall be set at 5 psi greater than system maximum pump pressure.
6. Jet A Filter/Separator:
 - a. Acceptable Manufacturers: Velcon, Facet, or approved equal.
 - b. Provide one (1) 4-inch Velcon HV 1633 Filter or 3-inch Facet HCS-C-333-1436 Filter/ Separator w/ water drain lines. API 1581, 6th edition Category M cartridges for pretreated jet fuel.
 - c. Provide Gammon or equal direct reading filter condition monitor, remote sample port lines to the cabinet door area, water sump with sump heater @ 208V single phase 750 watts, sump water interface float switch to turn off pump for water slug protection, manual water drain line, valve, and lockable on/off heater switch with a running light.
 - d. Include pressure relief valve and air eliminator with check valve, ½-inch stainless steel tubing piped through the cabinet to an exterior connection by the Contractor to the tank fill line.
7. Grounding:
 - a. Acceptable Manufacturers: Ametek Hunter, Gammon or approved equal.
 - b. Provide Steel static ground reel with totally enclosed spring drive automatic retrieve adjustable speed control.
 - c. Include 100-feet of stainless-steel wire with kink resistant vinyl coating.
 - d. Reel must be hard wired to positive grounding system to ground rods.
 - e. Aviation standard grounding clamp.
 - f. The wire to clamp connection must be protected and reinforced (typical breaking point).
8. One (1) fueling line pressure gauge sensing through stainless steel tubing to over-the-wing control valve.
9. One (1) 2-1/2-inch face liquid filled 0-160 psi line pressure gauge. The gauge is to be mounted on a 1/2-inch pipe tee on the main line after any filters or monitors. Locate the gauge on the top of the tee and a plug in the horizontal. This plug is for access for a future additive injection system.
10. Interior explosion proof light (60-watt equivalent minimum) for reading instructions and fueling at night.
11. Direct-read filter differential pressure gauge visible from front of cabinet.
12. Deadman Valve:
 - a. One (1) two stage solenoid dead man valve or use main control valve for dead man.
 - b. Dead man portable switch is to be mounted on a 100-foot cable with its own spring retractable reel.
 - c. Dead man switch will be active when single point operation is selected and deactivated when over wing fueling (dead man functionality provided by manual nozzle with no latch-open option).

13. Control Valve:
 - a. One (1) two stage solenoid-controlled valve.
 - b. Must have pressure, flow control adjustable for over-wing and single point fueling rates.
 - c. May be used as dead man / water slug protection.
14. Hose Reels:
 - a. Provide dual hose reels with swivel joints, ½ HP motor operated for 1 ¼-inch and 2-inch hoses electric hose reels with gear reducer for slow retrieve (98 f/m 12:40 ratio).
 - b. Provide Clutch release. Clutch release shall be labeled for user to locate.
 - c. Provide backup hand cranks.
 - d. Pressurized hoses must fit on the reel.
 - e. Reels to have stainless steel hose alignment roller assembly to keep hose on reel and not rub on cabinet and stop bar to prevent nozzle from falling over to the back of the hose reel.
15. Dispenser Hoses:
 - a. Acceptable Manufacturers: Goodyear, Hewitt, or approved equal.
 - b. For over wing fueling provide 75-feet of 1-1/4-inch hose and for single point fueling provide 50-feet of 2-inch hose.
 - c. Hose shall be aviation approved hose meeting API bulletin 1529, 7th Edition, 2014, Grade II Type C and NFPA #407 (2017 Revision), factory installed couplers, shop pressure tested and certified. Hose certifications are required in the equipment manuals.
16. Dispenser Nozzles:
 - a. Acceptable Manufacturers: OPW, Carter or approved equal.
 - b. Over Wing: 1-1/4-inch swivel joint, OPW 295SAJ 1-1/2-inch Jet fuel J type (duck Bill) spout, aviation over the wing nozzle with 100-mesh strainer, or approved equal, (NO AUTO FILL OVERRIDE ON THE NOZZLE), and dust cover.
 - c. Single Point: Carter Model 64200 dry break coupler with hose end pressure control valve (spring setting at 45 psi) and dust cap assembly, or approved equal.
17. Jet A Meter:
 - a. Acceptable Manufacturers: Liquid Controls or approved equal
 - b. One (1) 2-inch 300 GPM Liquid Controls M-25-A-2 meter, strainer w/ 100 mesh stainless steel screen, with 1/10th gallon totalizer register, electronic 100:1 pulse transmitter for connection to Fuel Management Unit.

2.04 Fuel Management Unit/Card Reader

- A. Acceptable Manufacturers: QT Technologies QT Pod M4000, Fuel Master (Syn-Tech Systems, Inc.) or approved equal.
 1. 1. Provide Two (2) new Fuel management units/card readers. Unit to provide access to new AvGas and Jet A fueling cabinets.
- B. Configuration:
 1. System shall be stand-alone and capable of unattended operation 7 days per week, 24 hours per day.
 2. FMU must be able to control up to four (4) hoses.
 3. All transactions will be at the dispenser console. Fuel reports will be available to the Owner upon request using Web based software.
 4. Software shall permit the coding, and re-coding of cards, download, transfer and manipulation of transaction data for printing reports and include an invoicing capability to generate invoices for selectable customers/accounts.
 5. Credit card authorization shall be authorized via the internet through a direct wired internet connection.

6. A heavy-duty surge/lightning protection system is required. The successful contractor shall confirm with the Airport the desired configuration prior to ordering equipment.
 7. Must provide the ability to read and capture the customer's name as well as the account number, tail number entry, grounding verification, sales summary and transaction detail.
 8. User prompts/instructions shall be customizable.
 9. FMU internal data logger will provide storage for over 1,000 transactions.
 10. Data shall be able to be retained in excess of one (1) year in the event of a power loss.
 11. Attendant service will be authorized through a dedicated card, while self-service will be authorized by credit card or in-house cards for locally based operators.
 12. Contractor will provide 100 in-house cards allowing discounted pricing along with FMU for Airport to issue to operators.
 13. The credit card system will be capable of accepting both magnetic stripe credit cards and major credit cards with chip technology (EMV).
 14. If upgrades need to be made to the card reader after installation to accept chip cards, those modifications will be done at no additional charge and are considered incidental to this contract.
 15. FMU will permit the override of the fuel management system should any problem occur. The override will bypass automated features of FMU. Power to the circuit board and heater section to remain on at all times, except for breaker disconnect during maintenance service. Control circuit section will be turned off with the emergency switch activation.
 16. Must be scalable for controlling up to four (4) transactions at a time.
 17. System shall include an adjustable timeout to deactivate the dispenser after inactive period.
 18. Card reader must have ability to bypass cabinet(s).
- C. Components:
1. The display shall be a minimum of two (2) lines with 40 characters per line on an LCD display.
 2. The display must be able to show detailed operating instructions or any other messaging determined by the airport.
 3. The keypad must be lighted, durable and weather resistant, for numeric entries.
 4. Power requirements must be 120VAC, 60 Hz, 200 watts for hazardous area rating.
 5. Shall include thermal receipt printer printing transaction data including site name, address, date, time, fuel type, quantity, price, purchase amount, payment type, customer name and approval number. Printer shall completely cut the receipt for customer.
- D. Support:
1. The FMU System shall have included in the installation price one full day of Manufacturer Certified Technician start up and one full day of airport employee training and programming practice.
 2. Remote service for questions shall be available to a Manufacturer Certified Technicians free of charge during the Warranty period.
 3. Manufacturer shall sell spare parts for repairs to the unit throughout the operating life of the equipment, not less than 15 years.

2.05 Remote Fill Box(s)

- A. Acceptable Manufacturers: Morrison 515, OPW 211, or approved equal
- B. Provide one (1) offloading remote fill box for offloading Jet A.
- C. Provide rear entry with a 3-inch connection for Jet A, dry disconnect and cap.
- D. Model to include 4-leg stand with stainless steel construction and minimum of 15 gallons of capacity.

2.06 Tank Monitor

- A. Reuse existing Veeder Root TLS4B tank monitor.
- B. All components used will be consistent with Minnesota material approval for the tank monitor unit.
- C. The Tank monitor shall be connected to new Jet A and 100LL system components including;
 - 1. Two (2) new interstitial leak detection probes
 - 2. Three (3) new level probes.
- D. The Contractor is to coordinate the software programming and installation for the new components. This Work shall include a minimum of four-hours of training the Owner on use of the system after installed and operational.
- E. Tank monitor will display tank level information and perform inventory control, leak detection, liquid detection and reports and shall be remotely accessible via web-enabled access to download and provide a printed record of tests for owner documentation.

2.07 Overfill Alarm(s)

- A. Acceptable Manufacturers: Veeder Root
- B. Provide and install one (1) new overfill alarm compatible with existing Veeder Root tank monitor.
- C. Alarm to be located per the drawings and will alarm when any of the compartments reach 90% shell capacity.

2.08 Tank Level Probe(s)

- A. Acceptable Manufacturers: Veeder Root
- B. Provide and install one (1) tank level probe on each compartment (total of three (3)) with signal to existing tank monitor.
- C. Tank level probes to be compatible with existing Veeder Root tank monitor.
- D. Tank level probe overfill alarm must be set to alarm through the new tank monitor at 90% tank shell capacity prior to the overfill valve actuation.

2.09 Interstitial Probe(s)

- A. Acceptable Manufacturers: Veeder Root
- B. Provide and install one (1) electronic non-discriminating liquid probe on each (total of two (2)) UST for interstitial monitoring.
- C. Probes to be compatible with existing Veeder Root tank monitor.
- D. Interstitial probe must be set to alarm at the tank monitor if liquid is detected in the UST interstice.

2.10 Overfill Valve and Drop Tube(s)

- A. Acceptable Manufacturers: Clay Bally, OPW, Morrison, or approved equal.
- B. The 4-inch gravity fill drop tubes are to have a mechanical overfill valve set at 95% of full tank shell capacity.
- C. The 3-inch Jet A pressure fill drop tube is to have mechanical overfill valve set at 95% of full tank shell capacity.
- D. The overfill prevention valve shall be sized internally to match the off-load piping diameter and shall be suitable for use with offloading pump pressure.

2.11 Jet A Floating Suction Assembly

- A. Acceptable Manufacturers: OPW, Fuel Tech, Inc, or approved equal.
- B. Jet A suction line assembly shall include 3-inch stainless steel flanged lines from the cabinet and aluminum boom internal floating suction.
- C. Clearance between suction intake and tank bottom must not be less than 6-inches.
- D. Suction arm shall be equipped with a test cable that can be accessed from a tank top-riser.
- E. Test cable shall be installed to avoid abrasion with tank shell during testing.
- F. All in-tank connections to be flanged.

2.12 Aboveground Piping

- A. The Jet A tank is to have 3-inch fill & 3-inch supply stainless steel aboveground piping.
- B. The AvGas tank is to have 2-inch supply stainless steel aboveground piping.
- C. Materials:
 - 1. All aboveground piping shall be 2 and 3-inch welded Schedule 40 304L stainless steel equivalent or better.
 - 2. Piping and fittings shall be of metal, suitable for aviation fuel service, and designed for the working pressure and mechanically and thermally produced structural stresses to which they could be subjected and shall comply with ASME B31.3 Process Piping.
 - 3. All piping is to be welded and flanged, with the exception of connecting to the underground tank fittings. Welders must be ASME Section IX Certified for the welding they are doing. Welding techniques to minimize introduction of carbon and oxygen into the weld shall be used to avoid sensitization and poor corrosion performance. Piping interior shall be cleaned and free of slag and welding deposits.
 - 4. The dispensing cabinets are to have all stainless-steel piping. All tubing is to be stainless steel with Swedge Lock fittings or approved equal.
 - 5. Per the fire code and fuel quality standards; no soft metals (brass, bronze, copper) or cast iron is to be used in the piping systems.
 - 6. Any deviation must be authorized by the authority having jurisdiction and the Engineer.
 - 7. Aboveground piping to be supported and secured in accordance with ASME B31.3 Process Piping Standards.
 - 8. Piping and spill containment boxes to be labeled in accordance with EI 1542. 100LL piping to have blue bands and Jet A to have black bands at intervals no more than 20-feet. Provide flow direction arrow labels on exterior piping 2-inches or larger, at least once per piping segment, utilizing the associate product color (blue/black).

2.13 Valves

- A. Valves and fittings shall be of metal, suitable for automotive fuel service and designed for the working pressure and mechanically and thermally produced structural stresses to which they could be subjected and shall comply with ASME B31.3 Process Piping.
- B. Per the fire code and fuel quality standards; no soft metals (brass, bronze, copper) or cast iron is to be used in the valves.
- C. Any deviation must be authorized by the authority having jurisdiction and the Engineer.

2.14 Sample Pumps:

- A. Acceptable Manufacturers: Fill-Rite 5200 Series Pump (FR150), or approved equal.

- B. Furnish three (3) ¾-inch water removal piston-style hand thief pumps to match the ¾-inch internal pipe tank fittings.
- C. Discharge is to be rigid stainless-steel piping/tubing with cam and groove dust cap.
- D. Pump to be mounted on manway riser fitting.

2.15 Sign(s)

- A. Signage is to be furnished and installed by the Contractor per the Code. Signage to include:
 - 1. Emergency instructions
 - a. Sign should be a minimum size of 48" x 48" and have a minimum of 1-1/2" high letters.
 - b. Confirm address to be listed on sign with Engineer prior to ordering.
 - c. Confirm mounting location with Engineer.
 - 2. Emergency Shut-Off
 - a. Sign should be minimum size of 12"x8" and have a minimum of 2-inch-high letters.
 - b. Sign shall be mounted a minimum of 7-foot above grade, measured from the bottom of the sign.
 - c. Sign to be mounted in location per drawings.
 - 3. Tank Overfill Alarm
 - a. Sign should be minimum size of 12"x8" and have a minimum of 2-inch-high letters.
 - b. Sign to be mounted in location per drawings.
 - 4. Fuel Price
 - a. 10" Flip numbers two-product sign, labeled for "Jet A" and "100LL".
 - b. Sign to be mounted to light pole facing the apron as indicated on the drawings.
 - 5. LED Fuel Price (Bid Alternate)
 - a. Digital fuel price sign will be a two-product sign, labeled for "Jet A" and "100LL" and include red 8-inch LED digital numerals and wireless remote control.
 - b. Sign to be mounted to light pole facing the apron as indicated on the drawings.
 - c. Sign housing shall be weatherproof for outdoor installation, field wired and steel frame construction.
 - 6. Remote Fuel Display (Bid Alternate)
 - a. Gallons-fueled and fuel price large numeral display.
 - b. Provide two (2) large (4-inch) remote displays of gallons pumped, QT Pod M400 MultiDisplay or equal.
 - c. Sign to be mounted at dispenser as indicated on the drawings.
- B. Standard signs will be made of metal with white powder coated or dipped coating background with Red Vinyl letters unless directed otherwise. Or, alternately, heavy duty 0.060 plastic signs with a coating to resist sun, paints, and chemicals with mounting grommets may be utilized.
- C. Signs to be mounted to frame and braced for wind.

2.16 Emergency Stop Switch

- A. Locate one (1) remote shutoff in accordance with NFPA 30A and as indicated on the Drawings.
- B. The emergency shutoff system will cut power to the pumps and control circuits. Pulling the power breaker at the power panel kills power to everything in the fueling system.
- C. All underground conduits shall be the size and materials as shown on the Drawings.

2.17 Portable Supplies

- A. Fire Extinguishers:
 - 1. Provide and install two (2) new fire extinguishers and cabinets for placement near dispensing system.
 - 2. Locate per NFPA 30A as shown on the Drawings.
- B. One (1) stainless steel fuel test bucket. Velcon, Gammon Model GTP-3905-2, or approved equal.
- C. One (1) fuel testing kit, Gammon "Q" Kit or approved equal. To include:

Description	Quantity	Part No.
Mini Monitor Kit	1	GTP-172
Monitors (box of 48)	1	GTP-1985
Notebook	1	GTP-1400
Filing Pages (set of 10)	1	GTP-1331
Tweezers	1	GTP-2099
Envelopes (package of 500)	1	GTP-1267
Water Finding Paste	1	GTP-982-12
White Bucket (2 gallon)	1	GTP-2518-2
Hydrometer Jar	1	GTP-1073
Jet A Thermohydrometer (ASTM 255H)	1	GTP-9155
AvGas Thermohydrometer (ASTM 258H)	1	GTP-9185

- D. One (1) Manual Tank Gauge Stick for manual gauging the AvGas UST.
- E. One (1) Manual Tank Gauge Stick for manual gauging the Jet A UST.
- F. One (1) full spare set of replacement filter elements for the AvGas cabinet filter separator.
- G. One (1) full spare set of replacement filter elements for each Jet A cabinet filter separator.

2.18 Crash Protection Bollards.

- A. Crash protection bollards for UST systems to be bolt down 6-inch ID Sch. 40 steel pipe and anchored into concrete with 3/4" x 6-1/4" expansion anchors.
- B. Posts shall extend four (4) feet above grade, yellow in color with two (2) red reflective bands.

PART 3 - EXECUTION

3.01 Work Sequence.

- A. The Work on this project needs to be constructed to accommodate the Airport's occupancy and operational requirements during the construction period. Provide work in the following sequence. Modifications to the sequence shall be approved by the Engineer.
 - 1. Obtain required permits.
 - 2. Set up low-profile construction barricades per the Construction Safety and Phasing Plan (CSPP).
 - 3. Set erosion control items.
 - 4. Make safety arrangements before using a crane or any equipment that exceeds twenty (20) feet in height.
 - 5. Contractor to remove and dispose any remaining fuel from existing USTs.
 - 6. Remove and set aside existing tank monitor from Tank Building and disconnect all Tank Building Electrical.
 - 7. Remove existing fueling dispensers and card readers.
 - 8. Sawcut and excavate area for dispensing islands and existing USTs. Remove existing USTs, underground piping including vent piping. Excess clean excavation material can be placed on

site by the Contractor at a location to be coordinated with the Owner. If materials are temporarily stockpiled near the excavation, the Contractor shall provide erosion control for stockpile.

9. Shore and/or properly slope excavation as needed to protect the work and adjacent structures/pavements. No contamination is expected in the location of the USTs. Geotechnical soil boring profile information for the project area is provided with the bidding information.
10. Dispose of all excavated and removed material off-site to a site provided by Contractor.
11. Inspect USTs at time of delivery. If UST was not shipped under a vacuum, cap all openings and put a vacuum on tank interstice per manufacturer instructions.
12. Install new USTs. Tanks to be installed per manufacturer instructions, MSFC and MPCA code, all reference codes and per the project Drawings.
13. Cap all openings and perform integrity test on tank per manufacturer recommendation.
14. Anchor USTs with straps and deadmen in accordance with drawing and tank manufacturer recommendations. Filter fabric and pea stone or fine crushed rock backfill under and around the UST is to be compacted and installed per tank manufacturer requirements.
15. Dewater and manage water as required to effect successful UST installation. Install additional interim dewatering points as needed. Contractor to take steps to limit erosion of transport of sediment.
16. Install electronic level probes(s). The electronic level probes will be connected to the existing tank monitor.
17. Install electronic interstitial probe(s) in new UST(s) interstitial space. The electronic interstitial probes will be connected to the existing tank monitor.
18. Install two (2) drop fill spill containers, one (1) for each compartment for the AvGas UST.
19. Install mechanical overfill shut off valves that will stop the transfer when the tank reaches 95% shell capacity. The overfill prevention valve shall be sized internally to match the off-load piping diameter.
20. Install water removal fittings and piping on tanks to accommodate the portable water removal hand pump provided as part of the project.
21. Install 3-inch stainless steel vent from the Jet A UST and 2-inch stainless steel vent from the AvGas UST.
22. Install 3-inch internal floating suction in the Jet A tank.
23. Install new buried conduits and connect underground electrical power from the electrical supply panels indicated on the drawings to the new UST and dispensing areas. Provide seal-offs above grade prior to their entry into the new stainless steel junction box. Contractor is required to coordinate this work through the Engineer to ensure it takes place after the tanks have been backfilled and before the aggregate base course has been compacted.
24. Open trench for conduit shall be backfilled immediately upon completion of the conduit installation.
25. Place structural fill and subbase, compact and install concrete for tank, and new dispensing islands. Complete all grounding, electrical conduit installation and stub-outs within concrete slab footprints and other required underground components prior to pouring concrete pads.
26. Furnish and install AvGas metering and dispensing cabinet with integral spill pan per the drawings.
27. Furnish and install Jet A offloading and dispensing cabinet with stainless steel integral spill pan per the drawings.
28. Install single product remote off-loading spill box and connections with stainless steel piping. Label spill box with a sticker labeled "Jet A" for the Jet A connection.
29. Install stainless steel aboveground piping and piping supports from dispensers and offloading connections to tanks. Label AvGas and Jet A piping accordingly, and per the specifications.
30. Furnish and install new card reader(s)/FMU(s) and fuel sign as shown on the drawings. Connect new dispenser(s) to FMU(s). The card reader shall activate power to the dispenser(s), pump(s),

and solenoid valve(s) when payment is authorized and depower system after transaction has timed out.

31. Install steel bolt down collision protection bollards around new dispensers. Install at locations shown on the drawings, providing adequate space to access cabinets.
32. Install new Tank Building.
33. Install existing tank monitor in Tank Building location as specified on the drawings.
34. Install new audible/visual overfill alarm to sound when tanks reach 90% shell capacity, tied into the existing tank monitor.
35. Pull signal from tank systems and dispensing area to existing tank monitor in Tank Building for all tank level probes and interstitial probes and connect to tank monitor.
36. Provide signage for Emergency Shut-Off, Overfill Alarm, and Emergency Instructions. Install signage per the drawings. Install labeling on tanks, piping, cabinets, fill connections per specifications.
37. Perform soak testing and flushing on new USTs and equipment.
38. Connect underground electrical to new and existing fueling system equipment. Wire all the electrical power, control, electronic (data) equipment for the Fueling System.
39. Provide code required equipment testing and conduct a Minnesota Certified Calibration of all meters. Seal the meters after accurate calibration.
40. Conduct system pressure tests and equipment start up, including verifying and documenting flow rates. Conduct owner training on the new system.
41. The Contractor shall grade fill material placed to permit drainage and mowing operations. The area shall be restored, in a manner as stated in Section 40 of this section, once area has been accepted by the Owner.
42. Restore Fueling System areas and other vegetated areas disturbed by Contractor's operations to surrounding grade with suitable clean backfill, plus 4" topsoil, grass seed mix, fertilizer, and stabilized fiber matrix, or to match existing pavement.
43. Remove Construction Barriers and perform site cleanup.
44. Provide all portable supplies.
45. Deliver all equipment manuals, warranties, and as built drawings to the Engineer for review and approval.

3.02 Pre-Start-Up Soak Testing & Flushing

- A. The new dispensing hoses will be subject to an 8-hour soak and flush as required by EI 1540 to remove impurities from new hoses.
 1. New aircraft fuelling hoses (meeting EI 1529 or EN 1361) shall be filled with product and left to soak for a minimum of eight hours at a temperature of 15°C or higher before flushing with at least 2000 litres.
 2. Longer soak times are required where product temperatures are lower.
 3. Flushed product shall be visually inspected until no evidence of manufacturing residue or discolouration is detected. This flushed product should then be disposed of.
 4. After a clean and clear fuel is detected, the remaining flushed product may be returned to the storage tank.
- B. Newly installed and tanks with an internal liner will be subject to a 7-day soak test as required by EI 1540 to verify the fuel and coating are compatible.
 1. In the event of a failure of this soak test, the contractor will be responsible for all cost associated with the removal and re-application of the tank interior coating as well as all costs associated with removal, disposal and replacement of the fuel used for the failed test.
 2. The contractor is responsible for all cost associated with this test and the associated ASTM D1655 (Jet A) or ASTM D910 (Avgas) laboratory testing.

3. Tank installer shall be responsible for the verification of the soak testing results against the original product certificate of analysis to ensure and state that product is deemed fit for purpose.
4. Soak test procedures outlined in EI 1540 are as follows:
 - a. Soak testing is carried out after construction work or repairs on fuel systems and vehicles to ensure that there are no potential contaminants present in the form of solvents from coatings/linings, welding flux, valve grease, or other general debris. Soak testing is necessary even if the systems are constructed of aluminium or stainless steel.
 - b. A soak test consists of filling the system being commissioned with the appropriate fuel grade and leaving it to stand for a soak period. A retention sample of the fuel used is taken before filling as a control. At the end of the soak period, fuel samples are taken from the system being commissioned and submitted for laboratory testing. Test results are compared to the fuel specification limits and to the original certification or recertification test report to look for differences and to establish whether the system is suitable for use. If there is any doubt that the test certificate results are representative of the fuel used, it is recommended that the retention (pre-soak) sample is analyzed in parallel with the post-soak sample.
 - c. New Systems and Equipment
 - (a) Site-specific soak test plans should be reviewed and approved by participants before commissioning begins.
 - (b) Soak testing shall be completed on the constructed facility rather than on representative sections of pipe or individual pieces of equipment (e.g. tanks or filter vessels) prior to installation. This ensures that the soak test identifies any contamination caused by the fabrication of the equipment and resulting from on-site construction work.
 - (c) For tie-ins, where in-situ soak testing may not be practicable, the relatively short sections of pipe, fittings or valves involved may be soak-tested before installation, provided that adequate precautions are taken to maintain the cleanliness of the tie-in components until the new system is put into service.
 - (d) Once the system has been filled with the correct grade of fuel, all components in the system that contain moving parts in contact with the fuel should be exercised to help 'wash out' any contaminants, for instance by opening and closing each valve a few times.
 - d. Soak Periods for Storage Tanks, Pipelines and Ancillary Equipment
 - (a) Due to the stringent test requirements contained in EI 1541 *Standard, Performance Requirements for Coatings for Storage Tanks and Piping*, there is little risk of fuel contamination from a lining meeting these requirements if the lining is properly applied and allowed to fully cure as per the manufacturer's recommendations. Other contaminants that may be present such as rolling oils, welding flux or valve grease will dissolve into the fuel rapidly or may be removed by flushing and draining of the system or by filtration.
 - (b) To ensure sufficient contact time is achieved, a 7-day soak period shall be allowed after construction work or major repairs to a fuel system provided that the lining used meets the following criteria:
 - (i) The lining meets the performance requirements specified in EI 1541.
 - (ii) The lining is properly applied and allowed to fully cure as per the manufacturer's recommendations.
 - (iii) The lining is covered by a 10-year application and material warranty.
 - (iv) If the lining material has not been successfully evaluated to meet the requirements of EI 1541 and/or is not covered by a 10-year application and material warranty, additional soak times and sampling and testing shall be applied to demonstrate suitability. The soak time shall be unanimously agreed by the participants represented at the location where the work is to be performed.

- e. Storage Tank Sampling
 - (a) Tank sampling can be done 1 of 3 ways:
 - (i) Fuel samples for testing if to be taken from tank should be a composite of upper, middle and lower samples for newly lined tanks.
 - (ii) Fuel sample to be drawn from tank bottom sump.
 - (iii) Fuel sample for testing can be taken from the fuel system's filter vessel. (Recirculate to ensure that filter vessel is flushed.) The preferred method on Jet system is to draw sample via Millipore port, downstream of filter vessel ensuring to following normal Millipore procedures.
 - f. Pipework Sampling
 - (a) Small piping configurations that can be circulated into a tank may be tested as part of the tank soak test and not sampled/tested separately.
- 5. Sampling procedures
 - a. Fill each tank to approximately 50% capacity.
 - b. Jet A Tank(s)
 - (a) Recirculate 1000 gallons each day for seven days. If an overwing hose must be used, an aluminum or stainless-steel drop tube should be used to reduce static build up.
 - (b) At the end of the seventh day of recirculation, allow the tank to settle for a minimum of 1 hour per foot of product before sampling.
 - c. AvGas / 100LL Tank(s)
 - (a) In lieu of recirculation, a static test may be performed, whereby the tank is filled with product and let sit for seven days.
 - d. On the sixth day of soaking an ASTM approved epoxy lined sample can (call Titan Aviation Parts / Supply to order) should be filled and soak for 24 hours prior to use.
 - e. Prepare the approved sample can to receive the fuel for testing (1 gallon epoxy lined can for Jet A or a 1-gallon epoxy lined can for Avgas). Flush the can with like product twice and allow to drain.
 - f. A clean and bright sample must be achieved prior to filling the epoxy lined sample can. Be careful to avoid contact between the fuel sample for testing and brass or copper material. Be sure to bond all receptacles when performing sumps. If the tank uses a sump pump, be sure the pump is flushed with product prior to taking the sample for test to insure a clean and bright sample.
 - g. When filling the sample can to be shipped for testing, be sure the receptacle is bonded to the fuel system. Fill the sample can to no more than 90% capacity. Properly close the receptacle and tighten all plugs immediately after filling to prevent the evaporation of product. Place the receptacle upside down for 1 hour, on top of paper and sufficient absorbent material, and observe for evidence of leakage.

3.03 Demolition

- A. Provide Demolition in accordance with these Special Provisions.
- B. The Contractor shall remove, clean and properly dispose of existing Unleaded, Jet A and AvGas USTs, associated piping, dispenser cabinets, electrical connections, asphalt and concrete pavements, bollards, and other fuel system structures as shown on the Drawings.
 - 1. The Contractor is responsible for compliance with the applicable and respective local, state and federal regulations throughout the project.
 - 2. All existing materials shall be removed off site, at a location provided by the Contractor.
 - 3. The Contractor shall remove, clean and properly dispose of existing USTs, associated piping, vents, electrical connections, asphalt and concrete pavements, and other fuel system structures as shown on the Drawings.

4. The Contractor is responsible for compliance with the applicable and respective local, state and federal regulations throughout the project.
 5. All existing materials shall be removed off site, at a location provided by the Contractor.
 6. Contractor shall remove the existing concrete/pavement to access tank and piping. Terminate or deactivate power sources associated with project to provide and protect current and future human and environmental safety. Excavate for removal and backfill.
 7. Contractor is responsible for the removal and disposal of free liquids found in the tank(s) in accordance with the law (provide disposal documentation in the closure report). Contractor is responsible for the disposal of asphalt or concrete to appropriate off-site location (provide disposal documentation in the closure report). Discovery of noticeably contaminated soils or groundwater should be immediately reported to the Engineer. The Engineer will determine subsequent project actions, project continuance, conditional requirements, etc.
 8. The Contractor is responsible for cleaning out existing tank of all sludge and product and the disposal of all sludge and product in accordance with the law (provide disposal documentation in the closure report).
 9. The Contractor shall remove and dispose of existing tanks and associated equipment, product and vent piping, and extraneous materials to appropriate waste disposal, salvage or recycling location (provide disposal documentation with the owner documentation manual).
- C. Contractor(s) must be certified by MPCA for underground storage tank removal and have insurance current at the time of bid submittal and through the completion of the project. Registration requirements for specific MPCA tank closure activities are listed in Minnesota Administrative Rules (MR) Chapter 7105 which can be viewed at: <https://www.pca.state.mn.us/waste/contractor-certification-and-training>
1. Contact the MPCA if you have further questions; call 651-296-6300 or email: info.pca@state.min.us.
 2. The Contractor shall provide notification to MPCA ten-day advance notice (Form t-u5-02) and submit a Removal of Underground Tank Permit Application to the local Authority Having Jurisdiction (AHJ) including application fee.
 3. Complete MPCA Site Assessment for each UST system removal.
 4. Dewater/secure USTs as needed to prevent USTs from floating/tipping/rolling over in excavation during removal. Contractor to containerize and properly dispose of all tank bottoms/sludges.
 5. Contractor is responsible for all public safety precautions during the project.

3.04 Electrical Modifications for Fueling Systems.

- A. See electrical plans

3.05 Fuel Product and Sludge Disposal

- A. Description: Disposal of additional fuel product and sludge beyond quantity included in the Base Bid shall be provided by Contractor under this Bid Item. Provide in accordance with these Special Provisions.
- B. Scope: Transfer remaining usable product in existing USTs to new USTs. Remove all remaining fuel product and sludge from the existing USTs. Containerize, properly handle, transport and dispose of sludge and fuel product in accordance with applicable regulations.
- C. Method of Measurement: The Work performed under this Item shall be measured by the complete unit, per (full) drum, for the Work acceptably completed.
- D. Payment for Disposal will be made at the Contract unit price per drum under the following Bid Item:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
XXXX	Fuel Product and Sludge Disposal	DRUM

This price shall be full compensation for all labor and materials necessary for removing and disposing fuel product and sludge including supply of containers (drums), removal labor, handling, labeling, documentation, transportation, disposal and all related fees and incidentals necessary to complete the Work.

3.06 Owner Documentation.

- A. Upon completion of the installation, all relevant information for the fueling system shall be provided to the Owner/Engineer including, but not limited to, following:
- B. Documentation shall be neatly bound into a single document (one document per site) and labeled and one (1) copy provided to Owner and one (1) copy to Engineer.
 - 1. Listing of new equipment including name and serial numbers
 - 2. Copies of all State of Minnesota correspondence/forms:
 - a. Installation Permit
 - b. Installation Application Form
 - c. Construction Installation Checklists
 - d. UST Removal Notification (State & Local)
 - 3. Piping Tightness Testing Reports
 - 4. Calibration Reports
 - 5. Manufacturer Drawings
 - 6. Tank Charts
 - 7. Equipment Warranty Documentation
 - 8. Bills of Lading
 - 9. Waste Disposal Records
 - 10. Tank Shipping & Receiving Records
 - 11. Equipment Installation & Operation Manuals
 - 12. Construction Photos
 - 13. Record Drawings

3.07 Method of Measurement

- A. Remove Existing Jet A Fueling System
 - 1. This item shall be full compensation for all labor, equipment, and materials required to remove the:
 - a. One (1) existing Jet A UST,
 - b. One existing dispensers & associated piping, and
 - c. Existing card reader.
 - 2. Including, but not limited to, removing and disposing fuel product and sludge, saw cutting and removing concrete, backfilling (including importing any additional backfill needed), compaction, reshaping and compacting existing aggregate base, paving new concrete that matches the depth of the existing surrounding concrete, sawing and sealing joints in the new concrete, turf restoration, site assessment, notification, reporting and owner documentation, as shown on the plans and provided in the specifications. This item shall also be full compensation for all materials, tools, equipment, labor, and incidentals necessary to complete the work. Separate measurement per tank.
- B. Remove Existing Unleaded and AvGas Fueling Systems
 - 1. This item shall be full compensation for all labor, equipment, and materials required to remove the:
 - a. Two (2) existing Unleaded and AvGas USTs,

- b. Two existing dispensers & associated piping, and
 - c. Existing card reader.
 - 2. Including, but not limited to, removing and disposing fuel product and sludge, saw cutting and removing concrete, backfilling (including importing any additional backfill needed), compaction, reshaping and compacting existing aggregate base, paving new concrete that matches the depth of the existing surrounding concrete, sawing and sealing joints in the new concrete, turf restoration, site assessment, notification, reporting and owner documentation, as shown on the plans and provided in the specifications. This item shall also be full compensation for all materials, tools, equipment, labor, and incidentals necessary to complete the work. Separate measurement per tank.
- C. Furnish and Install new Jet A Fueling System
- 1. This item shall be full compensation for all labor, equipment, and materials required to install the:
 - a. Jet A UST and appurtenances,
 - b. Jet A aboveground piping,
 - c. Jet A offloading and dispensing cabinet,
 - d. Jet A remote spill box,
 - e. Tank monitor & overfill alarm,
 - f. Signage,
 - g. Portable supplies, and
 - h. Card reader.
 - 2. Including but not limited to, valves, electrical connections to the appurtenances, meter calibration, testing, training, startup and owner documentation, together as a complete operating unit as required for complete operation as shown on the plans and provided in the specifications. This item shall also be full compensation for all materials, tools, equipment, labor, and incidentals necessary to complete the work. Separate measurement per tank.
 - 3. Cable and conduit required to install the appurtenances shall be considered incidental to the installation and will not be measured separately for payment.
- D. Furnish and Install new AvGas Fueling System
- 1. This item shall be full compensation for all labor, equipment, and materials required to install the:
 - a. 100LL UST and appurtenances,
 - b. 100LL aboveground piping,
 - c. 100LL dispensing cabinet,
 - d. Tank monitor & overfill alarm,
 - e. Signage,
 - f. Portable supplies, and
 - g. Card reader.
 - 2. Including but not limited to, valves, electrical connections to the appurtenances, meter calibration, testing, training, startup and owner documentation, together as a complete operating unit as required for complete operation as shown on the plans and provided in the specifications. This item shall also be full compensation for all materials, tools, equipment, labor, and incidentals necessary to complete the work. Separate measurement per tank.
 - 3. Cable and conduit required to install the appurtenances shall be considered incidental to the installation and will not be measured separately for payment.

3.08 Basis of Payment

- A. NS-04-5.1 Remove Existing Jet A Fueling System – per Lump Sum

- B. NS-04-5.2 Remove Existing Unleaded and AvGas Fueling Systems – per Lump Sum
- C. NS-04-5.3 Furnish and Install new Jet A Fueling System – per Lump Sum
- D. NS-04-5.4 Furnish and Install new AvGas Fueling System – per Lump Sum

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1.1 This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent

erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:

- a. Temporary seeding and mulching will be measured by the square yard (square meter).
- b. Temporary slope drains will be measured by the linear foot (meter).
- c. Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard (cubic meter) of embankment placed as directed by the RPR.
- d. All fertilizing will be measured by the ton (kg).
- e. Installation and removal of silt fence will be measured by the Linear foot.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Payment will be made as identified on the Bid Form.

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

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Item C-105 Mobilization

105-01 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-02 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-03 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-04 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-05 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, Contractor Final Project Documentation, the final 10%.

BASIS OF PAYMENT

105-06 Payment will be made under:

Item C-105 Mobilization

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

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Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature which is not otherwise classified and paid for under one of the following items.

b. Excavation – Fuel Tank Removal & Installation. All excavation that is required for the removal of the existing fuel tanks and installation of the proposed fuel tanks, including appropriate sloping, will be incidental to the fuel tank removal or installation line item.

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches (300 mm) below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by someone other than the Contractor or by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet (60 cm) below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. Borrow areas are not required.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be

placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade shall be compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches (150 mm) and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches (300 mm) and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches (150 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within $\pm 2\%$ of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The RPR will take samples of excavated materials which will be used in embankment for testing to obtain a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D698. A new Proctor shall be obtained for each soil type based on visual classification.

Density tests will be taken by the RPR for every 3,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D698. Under all areas to be paved, the embankments shall be compacted to a depth of 12" and to a density of not less than 100 percent of the maximum density as determined by ASTM D698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The RPR shall perform all density tests. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 12 inches (300 mm) of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet (60 cm) in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of

spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet (1.2 m) below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.9 Proof rolling. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. Before start of embankment, and after compaction is completed, the subgrade area shall be proof rolled with a 20 ton Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 100 psi in the presence of the RPR. Apply a minimum of one coverage, or as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch (25 mm) or show permanent deformation greater than 1 inch (25 mm) shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 12 inches and to a density of not less than 100 percent of the maximum dry density as determined by ASTM D698. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within $\pm 2\%$ of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the $\frac{3}{4}$ inch (19.0 mm) sieve, follow the methods in ASTM D698. Tests for moisture content and compaction will be taken at a minimum of 1500 S.Y. of subgrade. All quality assurance testing shall be done by the RPR.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Density tests will be taken by the RPR for every 1500 square yards (meters) of completed subgrade. If a nuclear gage is used for density determination, two random readings shall be made for each 1500 square yards (meters).

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

a. Smoothness. The finished surface shall not vary more than $\pm 1/2$ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within ± 0.05 feet (15 mm) of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to be placed, grade shall not vary more than 0.10 feet (30 mm) from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard (cubic meter) shall be computed by the comparison of digital terrain model (DTM) surfaces for computation of neat line design quantities. The

end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

152-3.1 The quantity of unclassified excavation to be paid for shall be the number of cubic yards measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

BASIS OF PAYMENT

152-4.1 Unclassified excavation payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made as identified on the Bid Form.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop
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ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³ (600 kN-m/m ³))
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ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
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ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³ (2700 kN-m/m ³))
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ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
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Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software
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Software

FAARFIELD	– FAA Rigid and Flexible Iterative Elastic Layered Design
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U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils
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END OF ITEM P-152

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Item P-208 Aggregate Base Course

DESCRIPTION

208-1.1 This item shall consist of a base course composed of course aggregate bonded with fine aggregate base. It shall be constructed on a prepared subgrade or subbase course per these specifications and shall conform to the dimensions and typical cross-section shown on the plans.

MATERIALS

208-2.1 Aggregate base. The aggregate base material shall consist of both fine and coarse aggregate. Material shall be clean, sound, durable particles and fragments of stone or gravel, crushed stone, or crushed gravel mixed or blended with sand, screenings, or other materials. Materials shall be handled and stored in accordance with all federal, state, and local requirements. The aggregate shall be free from clay lumps, organic matter, or other deleterious materials or coatings. The method used to produce the crushed gravel shall result in the fractured particles in the finished product as nearly constant and uniform as practicable. The fine aggregate portion, defined as the portion passing the No. 4 (4.75 mm) sieve produced in crushing operations, shall be incorporated in the base material to the extent permitted by the gradation requirements. Aggregate base material requirements are listed in the following table.

Aggregate Base Material Requirements

Material Test	Requirement	Standard
Coarse Aggregate		
Resistance to Degradation	Loss: 50% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Percentage of Fractured Particles	Minimum 60% by weight of particles with at least two fractured faces and 75% with at least one fractured face ¹	ASTM D5821
Flat Particles, Elongated Particles, or Flat and Elongated Particles	10% maximum, by weight, of flat, elongated, or flat and elongated particles ²	ASTM D4791
Clay lumps and friable particles	Less than or equal to 3 percent	ASTM C142
Fine Aggregate		
Liquid limit	Less than or equal to 25	ASTM D4318
Plasticity Index	Not more than five (5)	ASTM D4318

¹ The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

² A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

208-2.2 Gradation requirements. The gradation of the aggregate base material shall meet the requirements of the gradation given in the following table when tested per ASTM C117 and ASTM C136. The gradation shall be well graded from coarse to fine and shall not vary from the lower limit on one sieve to the high limit on an adjacent sieve or vice versa.

Gradation of Aggregate Base

Sieve Size	Design Range Percentage by Weight passing	Contractor's Final Gradation	Job Control Grading Band Tolerances for Contractor's Final Gradation ¹ Percent
2 inch (50 mm)	--		±0
1-1/2 inch (37.5 mm)	100		±5
1 inch (25.0 mm)	70-100		±8
3/4 inch (19.0 mm)	55-85		±8
No. 4 (4.75 mm)	30-60		±8
No. 40 (425 µm)	10-30		±5
No. 200 (75 µm)	5-15		±3

- 1 The "Job Control Grading Band Tolerances for Contractor's Final Gradation" in the table shall be applied to "Contractor's Final Gradation" to establish a job control grading band. The full tolerance still applies if application of the tolerances results in a job control grading band outside the design range.

208-2.3 Sampling and testing.

a. Aggregate base materials. The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraphs 208-2.1 and 208-2.2. This sampling and testing will be the basis for approval of the aggregate base quality requirements.

b. Gradation requirements. The Contractor shall take at least two aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 208-2.2. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

208-2.4 Separation Geotextile. MnDOT Type 7 – See Section 31 34 10.

CONSTRUCTION METHODS

208-3.1 Control strip. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved by the RPR.

208-3.2 Preparing underlying subgrade and/or subbase. The underlying subgrade and/or subbase shall be checked and accepted by the RPR before base course placing and spreading operations begin. Re-proof rolling of the subgrade or proof rolling of the subbase in accordance with Item P-152, at the Contractor's expense, may be required by the RPR if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage, the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

208-3.3 Production. The aggregate shall be uniformly blended and, when at a satisfactory moisture content per paragraph 208-3.5, the approved material may be transported directly to the placement.

208-3.4 Placement. The aggregate shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The base course layer shall be constructed in lifts as established in the control strip, but not less than 4 inches (100 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications at the Contractor's expense.

208-3.5 Compaction. Immediately upon completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be at least 100% of the maximum density of laboratory specimens prepared from samples of the subbase material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with ASTM D698. The moisture content of the material during placing operations shall be within ± 2 percentage points of the optimum moisture content as determined by ASTM D698. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

208-3.6 Weather limitations. Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

208-3.7 Maintenance. The base course shall be maintained in a condition that will meet all specification requirements. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at their expense.

208-3.8 Surface tolerances. After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and recompact to grade until the required smoothness and accuracy are obtained and approved by the RPR.

Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

a. Smoothness. The finished surface shall not vary more than 3/8-inch (9 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +0 and -1/2 inch (12 mm) of the specified grade.

208-3.9 Acceptance sampling and testing. Aggregate base course shall be accepted for density and thickness on an area basis. Two tests will be made for density and thickness for each 1200 square yards. Sampling locations will be determined on a random basis per ASTM D3665.

a. Density. The RPR shall perform all density tests.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D698. The in-place field density shall be determined per ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. Depth tests shall be made by test holes at least 3 inches (75 mm) in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

METHOD OF MEASUREMENT

208-4.1 The quantity of aggregate base course shall be measured by the number of cubic yards of material actually constructed and accepted by the RPR as complying with the plans and specifications. Base materials shall not be included in any other excavation quantities.

208-4.2 Separation geotextile shall be measured by the number of square yards of materials placed and accepted by the RPR as complying with the plans and specifications excluding seam overlaps and edge anchoring.

BASIS OF PAYMENT

208-5.1 Payment shall be made at the contract unit price per cubic yards for aggregate base course. This price shall be full compensation for furnishing all materials and for all operations, hauling, placing, and compacting of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

208-5.2 Payment shall be made at the contract unit price per square yard for separation geotextile. The price shall be full compensation for furnishing all labor, equipment, material, anchors, and incidentals necessary.

Payment will be made as identified on the Bid Form.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³ (600 kN-m/m ³))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³ (2700 kN-m/m ³))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity
ASTM D4643	Standard Test Method for Determination of Water Content of Soil and Rock by Microwave Oven Heating

ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
ASTM D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis
American Association of State Highway and Transportation Officials (AASHTO)	
M288	Standard Specification for Geosynthetic Specification for Highway Applications

END OF ITEM P-208

Item P-605 Joint Sealants for Pavements

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D6690.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 Backer rod. The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be $25\% \pm 5\%$ larger in diameter than the nominal width of the joint.

605-2.3 Bond breaking tapes. Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F (3°C) greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately $1/8$ inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 3 days prior to use on the project.

a. Tractor-mounted routing tool. Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

b. Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

c. Sandblasting equipment. The Contractor must demonstrate sandblasting equipment including the air compressor, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the Resident Project Representative (RPR), that the method cleans the joint and does not damage the joint.

d. Waterblasting equipment. The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

e. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

f. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

605-3.3 Preparation of joints. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

a. Sawing. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

c. Backer Rod. When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-breaking tape. Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 Installation of sealants. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/8 inch, $\pm 1/16$ inch (2 mm) below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be

used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 Inspection. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 Clean-up. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured by the linear foot of sealant in place, completed, and accepted.

BASIS OF PAYMENT

605-5.1 Payment for joint sealing material shall be made at the contract unit price per linear foot. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made as identified on the Bid Form.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
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END ITEM P-605

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Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
Waterborne Type II	Yellow	33655	115 ft ² /gal	III	10 lb/gal

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 readings shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than ¹	100	75	10

¹ Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1b The quantity of markings shall be paid for shall be measured by the number of square feet of painting.

620-4.1c The quantity of reflective media shall be incidental to the marking installation.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.2b Payment for markings shall be made at the contract price for the number of square feet of painting.

Payment will be made as identified on the Bid Form.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer

ASTM E2302 Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer

ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

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Item D-701 Pipe for Storm Drains and Culverts

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.

701-2.2 Pipe. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:

	American Association of State Highway and Transportation Officials (AASHTO) M167 Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO R73	Standard Practice for Evaluation of Precast Concrete Drainage Productions
ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Structural Steel Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains

701-2.3 Concrete. Concrete for pipe cradles shall have a minimum compressive strength of 2000 psi (13.8 MPa) at 28 days and conform to the requirements of ASTM C94.

701-2.4 Rubber gaskets. Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443. Rubber gaskets for PVC pipe, polyethylene, and polypropylene pipe shall conform to the requirements of ASTM F477. Rubber gaskets for zinc-coated steel pipe and precoated galvanized pipe shall conform to the requirements of ASTM D1056, for the "RE" closed cell grades. Rubber gaskets for steel reinforced thermoplastic ribbed pipe shall conform to the requirements of ASTM F477.

701-2.5 Joint mortar. Pipe joint mortar shall consist of one part Portland cement and two parts sand. The Portland cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

701-2.6 Joint fillers. Poured filler for joints shall conform to the requirements of ASTM D6690.

701-2.7 Plastic gaskets. Not used.

701-2.8 Controlled low-strength material (CLSM). Not used.

701-2.9 Precast box culverts. Manufactured in accordance with and conforming to ASTM C1433.

701-2.10 Precast concrete pipe. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program.

CONSTRUCTION METHODS

701-3.1 Excavation. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 12 inches (300 mm) on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch (200 mm) or 1/2 inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 Bedding. The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.

a. Rigid pipe. The pipe bedding shall be constructed uniformly for the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 in when the bedding thickness is less than 6 inches, and 1-1/2 in when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed uncompacted material under the middle third of the pipe prior to placement of the pipe.

b. Flexible pipe. For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Flexible Pipe Bedding

Pipe Corrugation Depth		Minimum Bedding Depth	
inch	mm	inch	mm
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

c. Other pipe materials. For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches (19 mm). For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50% of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.

701-3.3 Laying pipe. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 Joining pipe. Joints shall be made with (1) cement mortar, (2) cement grout, (3) rubber gaskets, (4) plastic gaskets, (5) coupling bands or as approved by Engineer.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete pipe. Concrete pipe may be either bell and spigot or tongue and groove. Pipe sections at joints shall be fully seated and the inner surfaces flush and even. Concrete pipe joints shall be sealed with butyl mastic meeting ASTM C990 or mortar when soil tight joints are required. Joints shall be thoroughly wetted before applying mortar or grout.

b. Metal pipe. Metal pipe shall be firmly joined by form-fitting bands conforming to the requirements of ASTM A760 for steel pipe and AASHTO M196 for aluminum pipe.

c. PVC, Polyethylene, or Polypropylene pipe. Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

d. Fiberglass pipe. Joints and fittings shall be as detailed on the plans and in accordance with the manufacturers recommendations. Joints shall meet the requirements of ASTM D4161 for flexible elastomeric seals.

701-3.5 Embedment and Overfill. Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

701-3.5-1 Embedment Material Requirements

a. Concrete Pipe. Embedment material and compaction requirements shall be in accordance with the applicable Type of Standard Installation (Types 1, 2, 3, or 4) per ASTM C1479. If a concrete cradle or CLSM embedment material is used, it shall conform to the plan details.

b. Plastic and fiberglass Pipe. Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.

c. Metal Pipe. Embedment material shall be granular as specified in the contract document and specifications, and shall be free of organic material, rock fragments larger than 1.5 inches in the greatest dimension and frozen lumps. As a minimum, backfill materials shall meet the requirements of ASTM D3282, A-1, A-2, or A-3. Embedment material shall extend to 12 inches above the top of the pipe.

701-3.5-2 Placement of Embedment Material

The embedment material shall be compacted in layers not exceeding 6 inches (150 mm) on each side of the pipe and shall be brought up one foot (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches (150 mm) and shall be brought up evenly on each side of the pipe to one foot (30 cm) above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

701-3.6 Overfill

Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be placed and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per [ASTM D698] [ASTM D1557]. The soil shall contain no debris, organic matter, frozen material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

701-3.7 Inspection Requirements

An initial post installation inspection shall be performed by the RPR no sooner than 30 days after completion of installation and final backfill. Clean or flush all lines prior to inspection.

Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe interior. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree

angle with the axis of the pipe rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition. The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe.

Incorporate specific inspection requirements for the various types of pipes beneath the general inspection requirements.

Flexible pipes shall be inspected for rips, tears, joint separations, soil migration, cracks, localized buckling, settlement, alignment, and deflection. Determine whether the allowable deflection has been exceeded by use of a laser profiler for internal pipe diameters of 48 inches or less, or direct measurement for internal pipe diameters greater than 48 inches. Laser profile equipment shall utilize low barrel distortion video equipment. Deflection of installed pipe shall not exceed the limits provided in the table below, as a percentage of the average inside diameter of the pipe.

Maximum Allowable Pipe Deflection

Type of Pipe	Maximum Allowable Deflection (%)
Corrugated Metal Pipe	5
Concrete Lined CMP	3
Thermoplastic Pipe	5
Fiberglass	5

If deflection readings in excess of the allowable deflection are obtained, remove the pipe with excessive deflection and replace with new pipe. Repair or replace any pipe with cracks exhibiting displacement across the crack, bulges, creases, tears, spalls, or delaminations. The report for flexible pipe shall include as a minimum, the deflection results and final post installation inspection report. The inspection report shall include: a copy of all video taken, pipe location identification, equipment used for inspection, inspector name, deviation from design line and grade, and inspector's notes.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet (m) of pipe in place, completed, and accepted. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. Each pipe type shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

BASIS OF PAYMENT

701-5.1 These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

701-5.2 Payment will be made at the contract unit price per linear foot (meter) for each size and type of pipe.

Payment will be made as Identified on the Bid Form.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M167	Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter

ASTM International (ASTM)

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Steel Structural Plate, Zinc Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	Standard Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C94	Standard Specification for Ready Mixed Concrete
ASTM C144	Standard Specification for Aggregate for Masonry Mortar

ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1056	Standard Specification for Flexible Cellular Materials Sponge or Expanded Rubber
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D3282	Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F667	Standard Specification for 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe

ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications
National Fire Protection Association (NFPA)	
NFPA 415	Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

END ITEM D-701

Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, mulching, and fertilizing the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

Seed Properties and Rate of Application

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre (or lb/1,000 S.F.)
MnDOT 25-131	*	*	220 lb/acre
*	*	*	*

Seeding shall be performed during the period between July 20 and October 19 inclusive, unless otherwise approved by the RPR.

901-2.2 Lime. Not required.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

- a. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- b. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be NPK: 20-5-10 commercial fertilizer and shall be spread at the rate of 150 lb/acre.

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

b. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

c. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall

also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made as Identified on the Bid Form.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

Item T-905 Topsoil

DESCRIPTION

905-1.1 This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

MATERIALS

905-2.1 Topsoil. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches (50 mm) or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed, but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh (75 μ m) sieve as determined by the wash test in accordance with ASTM C117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

905-2.2 Inspection and tests. Within 10 days following acceptance of the bid, the RPR shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

CONSTRUCTION METHODS

905-3.1 General. Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the RPR before the various operations are started.

905-3.2 Preparing the ground surface. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the RPR, to a minimum depth of 2 inches (50 mm) to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches (50 mm) in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of

capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

905-3.3 Obtaining topsoil. Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the RPR. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the RPR. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the RPR. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoil purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the RPR. The Contractor shall notify the RPR sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

905-3.4 Placing topsoil. The topsoil shall be evenly spread on the prepared areas to a uniform depth of 2 inches (50 mm) after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches (50 mm) or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the RPR. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

METHOD OF MEASUREMENT

905-4.1 Topsoil obtained on the site shall be measured by the number of cubic yards (cubic meters) of topsoil measured in its original position and stripped or excavated. Topsoil stockpiled by others and removed for topsoil by the Contractor shall be measured by the number of cubic yards (cubic meters) of topsoil measured in the stockpile. Topsoil shall be measured by volume in cubic yards (cubic meters) computed by the method of end areas.

905-4.2 Topsoil obtained off the site shall be measured by the number of cubic yards (cubic meters) of topsoil measured in its original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards (meters) computed by the method of end areas.

BASIS OF PAYMENT

905-5.1 Payment will be made at the contract unit price per cubic yard (cubic meter) for topsoil (obtained on the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

905-5.2 Payment will be made at the contract unit price per cubic yard (cubic meter) for topsoil (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made as Identified on the Bid Form.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117	Materials Finer than 75 μm (No. 200) Sieve in Mineral Aggregates by Washing
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Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports
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FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-905

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Appendix A

Prevailing Wage Rates

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



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

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

- ANOKA-02
- CARVER-10
- CHISAGO-13
- DAKOTA-19
- HENNEPIN-27
- RAMSEY-62
- SCOTT-70
- WASHINGTON-82

Effective: 2024-11-18 Revised: 2024-12-09

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

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

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

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

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

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

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2024-11-18	41.63	24.74	66.37
		2025-05-01	44.00	26.12	70.12
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2024-11-18	41.63	24.74	66.37
		2025-05-01	44.00	26.12	70.12

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2024-11-18	30.04	21.53	51.57
		2025-05-01	31.66	22.78	54.44
104	FLAG PERSON	2024-11-18	41.63	24.74	66.37
		2025-05-01	44.00	26.12	70.12
105	WATCH PERSON	2024-11-18	38.23	24.19	62.42
		2025-05-01	40.60	25.57	66.17
106	BLASTER	2024-11-18	22.08	6.87	28.95
107	PIPELAYER (WATER, SEWER AND GAS)	2024-11-18	45.13	24.74	69.87
		2025-05-01	47.50	26.12	73.62
108	TUNNEL MINER	2024-11-18	43.13	24.74	67.87
		2025-05-01	45.50	26.12	71.62
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2024-11-18	43.13	24.74	67.87
		2025-05-01	45.50	26.12	71.62
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2024-11-18	41.63	24.74	66.37
		2025-05-01	44.00	26.12	70.12
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2024-11-18	41.63	24.74	66.37

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2025-05-01	44.00	26.12	70.12
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2024-11-18	16.28	4.07	20.35
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2024-11-18	44.67	26.90	71.57
		2025-05-05	46.25	29.40	75.65
202	BOOM TRUCK	2024-11-18	47.25	26.90	74.15
		2025-05-05	48.96	29.40	78.36
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2024-11-18	30.04	21.53	51.57
		2025-05-01	31.66	22.78	54.44
204	OFF-ROAD TRUCK	2024-11-18	44.67	26.90	71.57
		2025-05-05	46.25	29.40	75.65
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2024-11-18	38.90	23.49	62.39

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 2		2024-11-18	45.61	26.90	72.51
		2025-05-05	47.24	29.40	76.64
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		2024-11-18	45.01	26.90	71.91
		2025-05-05	46.61	29.40	76.01
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316	LOCOMOTIVE CRANE OPERATOR				
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320	TANDEM SCRAPER				
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2024-11-18	44.67	26.90	71.57
		2025-05-05	46.25	29.40	75.65
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
330		CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS		
331		CHIP HARVESTER AND TREE CUTTER		
332		CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE		
333		CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)		
334		CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)		
335		CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT		
336		CURB MACHINE		
337		DIRECTIONAL BORING MACHINE		
338		DOPE MACHINE (PIPELINE)		
339		DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)		
340		DUAL TRACTOR		
341		ELEVATING GRADER		
342		FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)		
343		FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)		
344		FRONT END, SKID STEER OVER 1 TO 5 C YD		
345		GPS REMOTE OPERATING OF EQUIPMENT		
346		HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)		
347		HYDRAULIC TREE PLANTER		
348		LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)		
349		LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)		
350		MILLING, GRINDING, PLANING, FINE GRADE, OR TRIMMER MACHINE		
351		MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)		
352		PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE		
353		PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)		
354		PIPELINE WRAPPING, CLEANING OR BENDING MACHINE		
355		POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)		
356		POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES		
357		PUGMILL		
358		PUMPCRETE (HIGHWAY AND HEAVY ONLY)		
359		RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)		
360		SCRAPER		
361		SELF-PROPELLED SOIL STABILIZER		
362		SLIP FORM (POWER DRIVEN) (PAVING)		
363		TIE TAMPER AND BALLAST MACHINE		
364		TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)		
365		TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)		
366				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
367				
368				
GROUP 5	2024-11-18	41.36	26.90	68.26
	2025-05-05	42.77	29.40	72.17
369				
370				
371				
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381				
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384				
385				
GROUP 6	2024-11-18	40.02	26.90	66.92
	2025-05-05	41.37	29.40	70.77
387				
388				
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390				
391				
392				
393				
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396				
397				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
TRUCK DRIVERS					
GROUP 1		2024-11-18	39.00	23.70	62.70
		2025-04-28	41.35	24.70	66.05
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2		2024-11-18	34.70	21.75	56.45
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3		2024-11-18	34.60	21.76	56.36
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4		2024-11-18	37.54	21.76	59.30
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2024-11-18	47.10	24.40	71.50
702	BOILERMAKERS	2024-11-18	46.00	31.93	77.93
		2025-01-01	48.35	31.93	80.28
703	BRICKLAYERS	2024-11-18	48.23	26.53	74.76
704	CARPENTERS	2024-11-18	46.07	29.42	75.49
		2025-01-01	46.07	29.42	75.49
		2025-05-01	49.82	29.92	79.74

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVVAGE@STATE.MN.US</u>			
706	CEMENT MASONS	2024-11-18	47.57	25.72	73.29
		2025-05-01	51.23	26.22	77.45
707	ELECTRICIANS	2024-11-18	56.00	34.39	90.39
		2025-05-01	60.40	34.39	94.79
711	GROUND PERSON	2024-11-18	37.77	20.38	58.15
712	IRONWORKERS	2024-11-18	44.85	35.72	80.57
713	LINEMAN	2024-11-18	50.86	23.57	74.43
714	MILLWRIGHT	2024-11-18	43.44	33.37	76.81
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2024-11-18	45.50	27.69	73.19
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2024-11-18	45.71	29.73	75.44
		2025-01-01	45.71	29.73	75.44
		2025-05-01	49.46	30.23	79.69
717	PIPEFITTERS . STEAMFITTERS	2024-11-18	55.94	34.50	90.44
719	PLUMBERS	2024-11-18	56.73	31.52	88.25
		2025-05-01	61.28	31.52	92.80
721	SHEET METAL WORKERS	2024-11-18	53.71	34.57	88.28
		2025-05-01	57.96	34.57	92.53
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVVAGE@STATE.MN.US</u>			
724	TILE SETTERS	2024-11-18	34.76	23.29	58.05
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		<u>DLLPREVWAGE@STATE.MN.US</u>			
727	WIRING SYSTEM TECHNICIAN	2024-11-18	47.73	22.24	69.97
		2025-07-01	51.07	23.52	74.59
728	WIRING SYSTEMS INSTALLER	2024-11-18	33.44	17.82	51.26
		2025-07-01	35.78	18.73	54.51
729	ASBESTOS ABATEMENT WORKER	2024-11-18	39.86	24.11	63.97
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLLPREVWAGE@STATE.MN.US</u>			

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Appendix B

Equal Employment Opportunity Special Provisions (EEO)

EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIAL PROVISIONS

This section of Special Provisions contains the Equal Employment Opportunity (EEO) rules and regulations for highway construction projects in Minnesota which are federally and/or State funded.

The source of funding determines which EEO regulations and goals (Federal and/or State goals) apply to a specific project. When a project contains funding from both Federal and State sources, both sets of regulations apply, and the Minnesota Department of Transportation (MnDOT) monitors and reviews projects at both levels.

If the project contains any Federal funding, and has a total dollar value exceeding \$10,000, Federal EEO regulations and goals apply (pages 2, 6, 7-8, 9-14, 15, 16-17, 22-26, 27-38). The MnDOT Office of Civil Rights monitors and reviews these projects on behalf of the Federal Highway Administration (FHWA), under Federal statutes (23 USC 140) and rules (23 CFR 230).

If the project contains any State funding, and has a total dollar value exceeding \$100,000, State EEO regulations and goals apply (pages 2, 3, 4, 5, 6, 9-14, 16-22). MnDOT's Office of Civil Rights monitors and reviews these projects in conjunction with the Minnesota Department of Human Rights under Minnesota Statutes §363A.36 and its accompanying rules.

MnDOT has established a single review and monitoring process which meets both Federal and State requirements.

Please note that Pages 23-38 of these Special Provisions may be omitted from projects with no Federal funding.

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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(23 USC 140, 23 CFR 230 and Minnesota Statute §363A.36)**

1. The offerer's or bidder's attention is called to the "Minnesota Affirmative Action Requirements" (EEO Page 4), the "Specific Federal Equal Employment opportunity Responsibilities" (EEO Pages 7-8), the "Standard Federal and State Equal Employment Opportunity Construction Contract Specifications" (EEO Pages 9-14), the "Equal Opportunity Clause" (EEO Page 15) and "Required Contract Provisions - Federal-Aid Construction Contracts" (EEO Pages 27-38).
2. The goals and timetables for minority and women participation, expressed in percentage terms of hours of labor for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as shown on EEO Pages 16-17.

These goals are applicable to all the Contractor's construction work (whether or not it is State or State assisted, Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the regulations in 41 CFR Part 60-4, and/or Minnesota Statutes §363A.36 and its accompanying rules shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) for Federal or federally assisted projects, and Minnesota Statutes §363A.36, and its accompanying rules for State or State assisted projects, 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 women employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and women employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4 for Federal or federally-assisted projects and/or Minnesota Statutes §363A.36 and its accompanying rules for state or state-assisted projects. Compliance with the goals will be measured against the total work hours performed.

3. If the contract is federally funded, the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. If the contract is state funded, the Contractor shall provide written notification to the Compliance Division, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155 within ten working days of award of any construction subcontract in excess of \$100,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; 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.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties of the State of Minnesota where the work is to be performed.

**NOTICE TO ALL PRIME AND SUBCONTRACTORS
PRE-AWARD REPORTING REQUIREMENTS**

In order to ensure compliance with Federal and State laws and regulations (23 USC 140, and 23 CFR 230, and Minnesota Statutes §363A.36) and to ensure Mn/DOT's ability to monitor and enforce compliance efforts, the following requirements apply if the apparent low bid exceeds \$ 5,000,000.00:

- 1) The Apparent Low Bidder ("ALB") must provide to Mn/DOT the "EEO-8 Form" (also entitled "EEO Compliance Review Report"), which must provide detail on the contractor's total company workforce in the State of Minnesota during the twelve month period preceding July 30th of the previous year (Office and/or clerical personnel need not to be included).
- 2) The ALB must provide to Mn/DOT a work plan for meeting the minority and women employment goals established by the Minnesota Department of Human Rights, for the project in question. The work plan must include, at a minimum (1) how the ALB will incorporate its current minority and women employees in the ALB's efforts to meet the established goals; and (2) a contingency plan if the ALB has determined that its current workforce is not sufficient in order to achieve the established employment goals. If the ALB relies in whole or in part upon unions as a source of employees, then the ALB must (1) include a list of established organizations that are likely to yield qualified minority and women candidates if those union(s) are unable to provide a reasonable flow of minority and women candidates in their work plan; and (2) document the method by which these organizations will refer candidates to the ALB for employment opportunities. All bidders are hereby notified that the U.S. Department of Labor has determined that a contractor will not be excused from complying with the Federal and State laws and regulations cited above based solely on the fact that a contractor has a collective bargaining agreement with a union providing for the union to be the exclusive source of referral and that the union failed to refer minority employees. A contractor may obtain a list of organizations likely to yield qualified minority and women candidates from the Mn/DOT Office of Civil Rights.
- 3) The ALB must provide to Mn/DOT the ALB's total workforce and labor projections for the project (represented in hours), the ALB's projected total number of minority hours for the project, and the ALB's projected total number of women hours for the project. The details must include the trade(s) that will be utilized in order to complete the project.

The ALB must submit documents as required to comply with this section no later than five business days after the date that bids for the contract are opened. The five day period starts the business day following the date that bids were opened. The required documents must be received prior to Contract Award, and must be sent to the Mn/DOT Office of Civil Rights – 395 John Ireland Blvd., Mail Stop 170 St. Paul, MN 55155-1899. Submittal of the documents described in (1), (2) and (3) is required for contract award to the ALB. The submitted documents will be used as a tool to assist contractors in meeting employment goals; the content itself will not be evaluated for the purpose of determining contract award.

MINNESOTA AFFIRMATIVE ACTION REQUIREMENTS

1. It is hereby agreed between the parties to this contract that Minnesota Statutes, Section §363A.36, and its accompanying rules are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, Section §363A.36, and its accompanying rules is available upon request from the contracting agency. The Contractor hereby agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
2. It is hereby agreed between the parties to this contract that this agency requires that the Contractor meet affirmative action criteria as provided for by Minnesota Statutes §363A.36 and its accompanying rules. It is the intent of the Minnesota Department of Transportation to fully carry out its responsibility for requiring affirmative action, and to implement sanctions for failure to meet these requirements. Failure by a contractor to implement an affirmative action plan, meet project employment goals for minority and women employment or make a good faith effort to do so may result in revocation of his/her Certificate of Compliance or suspension or revocation of the contract (Minnesota Statutes §363A.36).
3. Under the affirmative action obligation imposed by the Human Rights Act, Minnesota Statutes, Section §363A.36, contractors shall take affirmative action to employ and advance in employment minority, female, and qualified disabled individuals at all levels of employment. Affirmative action must apply to all employment practices, including but not limited to hiring, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall recruit, hire, train and promote persons in all job titles, without regard to race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, physical or mental disability, sexual orientation or age except where such status is a bona fide occupational qualification. These affirmative action requirements of the Minnesota Human Rights Act are consistent with but broader than the Federal requirements as covered in this contract.
4. Affirmative Action for disabled workers. The Contractor shall not discriminate against any employee or applicant for employment because of a 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 individuals without discrimination based upon their physical or mental disability in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). 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, section §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
5. 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 shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment minority, women and qualified disabled employees and applicants for employment, and the rights of applicants and employees. **A poster entitled "Contractor Non-discrimination is the Law" may be obtained from: Compliance Unit, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155. (651) 539-1100, TTY 296-1283, Toll Free 1-800-657-3704.**
6. The Contractor shall notify each labor union or representative of workers with which he/she 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 minority, women and qualified physically and mentally disabled individuals.

APPROPRIATE WORK PLACE BEHAVIOR ON Mn/DOT CONSTRUCTION PROJECTS UTILIZING STATE FUNDS

It is the Minnesota Department of Transportation's (MnDOT's) policy to provide a workplace free from violence, threats of violence, harassment and discrimination. MnDOT has established a policy of zero tolerance for violence in the workplace. Contractors who perform work on MnDOT construction projects, or local government entities or public agencies utilizing state funds on highway construction projects, shall maintain a workplace free from violence, harassment and discrimination (See definitions, below).

Definitions:

1. Violence is the threatened or actual use of force which results in or has a high likelihood of causing fear, injury, suffering or death. Employees are prohibited from taking reprisal against anyone who reports a violent act or threat.

2. Harassment is the conduct of one employee (toward another employee) which has the purpose or effect of 1) unreasonably interfering with the employee's work performance, and/or 2) creating an intimidating, hostile or offensive work environment. Harassment is not legitimate job-related efforts of supervisor to direct/evaluate an employee or to have an employee improve work performance.

A. Unlawful discriminatory harassment is harassment which is based on these characteristics: race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation. Managers, supervisors and employees shall not take disciplinary or retaliatory action against employees who make complaints of sexual harassment.

Sexual harassment is unwelcome sexual advances, requests for sexual favors, or sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when submission to that conduct or communication is 1) made a term or condition, either explicitly or implicitly, of obtaining employment; or 2) is used as a factor in decisions affecting an individual's employment; or 3) when that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment, and the employer knows or should have known of the existence of the harassment and fails to take timely and appropriate action. Examples include but are not limited to insulting or degrading sexual remarks or conduct; threats, demands or suggestions that status is contingent upon toleration or acquiescence to sexual advances; displaying in the workplace sexually suggestive objects, publications or pictures, or retaliation against employees for complaining about the behavior cited above or similar behaviors.

B. General harassment is harassment which is not based on the above characteristics. Examples may include, but are not limited to: physically intimidating behavior and/or threats of violence; use of profanity (swearing), vulgarity; ridiculing, taunting, belittling or humiliating another person; inappropriate assignments of work or benefits; derogatory name calling.

3. Discrimination includes actions which cause a person, solely because of race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation to be subject to unequal treatment.

Prime Contractors who work on MnDOT projects shall ensure that their managers, supervisors, foremen/women and employees are familiar with MnDOT's policy on appropriate work place behavior; and shall ensure that their subcontractors are familiar with this policy. Managers, supervisors and foremen/women will respond to, document, and take appropriate action in response to all reports of violence, threats of violence, harassment or discrimination. Failure to comply with this policy may result in cancellation, termination or suspension of contracts or subcontracts currently held and debarment from further such contracts or subcontracts as provided by statute. If you need additional information or training regarding this policy, please contact the Office of Civil Rights at (651) 366-3073.

NOTICE TO ALL PRIME AND SUBCONTRACTORS REPORTING REQUIREMENTS

1. In order to monitor compliance with Federal Statutes 23 USC 140 and 23 CFR 230, and Minnesota Statutes §363A.36, all prime contractors and subcontractors are required to complete a Mn/DOT Monthly Employment Compliance Report each month for each project (Form EEO-13, sample copy at EEO Pages 20-21.) Prime contractors are also required to complete a Contractor Employment Data Report (Form EEO-12, sample copy at EEO Pages 18-19) once prior to work commencing on the project, unless one has been completed already within the calendar year.

The prime contractor of each project collects Monthly Employment Compliance Reports from each subcontractor who performed work during the month, and completes a Monthly Employment Compliance Report on its own work force. **For the month of July only, an EEO-13 is required for each payroll period within the month of July.** The prime contractor submits the EEO-13 forms to the Mn/DOT Project Engineer by the 15th day of the subsequent month.

Failure to submit the required reports in the allowable time frame will be cause for the imposition of contract sanctions.

It is the intent of Mn/DOT to implement monitoring measures on each project to ensure that each prime contractor and subcontractor is promoting the full realization of equal employment opportunities. Any project may be scheduled for an in depth on-site contract compliance review. During the scheduled on-site review, the Contractor will be required to provide to Mn/DOT documentation of its "good faith efforts" as shown in EEO Pages 10-13, at 7 a-p of this contract.

2. If a Federally funded project requires On-the-Job-Training (OJT) participation, information is provided in the contract and can be located by referring to the Table of Contents for Division S. (OJT is also listed as a bid line item under Trainees.) When a contract requires OJT participation, the Prime Contractor shall submit a training plan as indicated in the Proposal. The training plan shall include the job classification titles of trainees, planned training activities and the approximate start date of trainees.
3. When a Contractor selects a trainee applicant for OJT, the Contractor completes an On the Job Training Program-Trainee Assignment form (sample copy at EEO Page 23) and submits it to the Contract Compliance Specialist (CCS) assigned to the project for approval. The CCS notifies the Contractor and Project Engineer when the applicant is approved.
4. Hours of work performed by OJT employees shall be documented on a monthly basis on the Certification of On-The-Job Training Hours form, (Mn/DOT Form No. 21860, sample copy at EEO Page 24). The Contractor shall submit the original and one copy to the Project Engineer, and one copy to the CCS assigned to the project.

Do not remove forms from this contract. Please duplicate forms from the copies in this contract, or the Mn/DOT Office of Civil Rights will provide these forms upon request. Please call the Office of Civil Rights, (651) 366-3073.

SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 CFR 230, Subpart A, Appendix A, FAPG June 6, 1996)

1. General.

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote their full realization of equal employment through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre apprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer. The contractor will designate and make known to State highway agency contracting officers

an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy.

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1). Periodic meetings of supervisory and personnel office staff will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2). All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3). All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1). Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2). The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment.

a. When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where the implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each

SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (cont.)

classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion.

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e. apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions. If a contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as

agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group members and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

9. Subcontracting.

a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports:

a. The contractor shall keep such records as necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) The number of minority and non minority group members and women employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractor's who rely in whole or in part on unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) The progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

c. The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by a "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

**STANDARD FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(41 CFR 60-4.3 and Minnesota Statute §363A.36)**

Unless noted, the following apply to both Federal/federally assisted projects and State/state assisted projects. Item 3 applies to Federal/federally assisted projects only

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 (\$100,000 for State projects) the provisions of these specifications and the Notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4, 5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work on the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) to (p) of these specifications (itemized as 4 [a] to [o], Minnesota Rules

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

5000.3535). 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 minorities and utilization the Contractor should (shall, for State or state assisted projects) 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. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Federal goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance programs or from Federal procurement contracting officers. State goals are published periodically in the State Register in notice form, and may be obtained from the Minnesota Department of Human Rights or the Minnesota Department of Transportation Office of Civil Rights. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. 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 and Executive Order 11246 and its associated rules and regulations for Federal or federally assisted projects, and Minnesota Statutes, Section §363A.36 of the Minnesota Human Rights Act, or the rules adopted under the Act for State or state assisted projects.
6. 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.
7. The Contractor shall take specific affirmative actions 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 (referred to in Minnesota Rules 5000.3535 as items 4(a) to (o):
 - (a) Ensure and maintain, or for State or state assisted projects 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. For

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

Federal or federally assisted projects, the Contractor, where possible, will assign two or more women to each construction project. 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 women individuals working at such sites or in such facilities.

- (b) Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women 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 woman off-the-street applicant and minority or woman referral from a union, a recruitment source, or community organization and of what action was taken with respect to each individual. If the 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 for State or state assisted projects, or the director of the Office of Federal Contract Compliance for Federal or federally assisted projects, 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 for State or state assisted projects or the Department of Labor, for Federal or federally assisted projects. 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 women 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.

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

- (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 onsite supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at 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 women 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, women, and community organizations; to schools with minority and women students; and to minority and women recruitment and training organizations serving the 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, the 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 women employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and women youth, both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. (This requirement applies only to Federal and federally assisted projects.)
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities; and encourage these employees to seek or to prepare for, through appropriate training, such opportunities. (This is Item 4(k) in Minnesota Rules.)
- (m) 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. (This is item 4(l) in Minnesota Rules.)

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

- (n) 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. (This is item 4(m) in Minnesota Rules.)
 - (o) Document and maintain a record of all solicitations or offers for subcontracts from minority and women construction contractors and suppliers, including circulation of solicitations to minority and women contractor associations and other business associations. (This is item 4(n) in Minnesota Rules.)
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment opportunity policies and affirmative action obligations. (This is item 4(o) in Minnesota Rules.)
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7(a) to (p) for Federal or federally assisted projects, and 4(a)-(o) for State or state assisted projects). 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 7(a) to (p) or 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 women 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.
9. A single goal 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 the Executive Order for Federal or federally assisted projects, or Minnesota Rules for State or state assisted projects, 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 the Executive Order or Minnesota Rules part 5000.3520 if a specific minority group is under-utilized).
10. 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, or national origin. Minnesota Statutes §363A.36, part 5000.3535 (Subp. 7) also prohibits discrimination with regard to marital status, status with regard to public assistance, disability, age, or sexual orientation.

**STANDARD FEDERAL AND STATE EEO CONSTRUCTION
CONTRACT SPECIFICATIONS (cont.)**

11. 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.
12. 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 its implementing rules for State or state assisted projects, or Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs for Federal or federally assisted projects. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section §363A.36, or Executive Order 11246 as amended.
13. 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 7 of these specifications (paragraph 4 in Minnesota Rules 5000.3535), so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these Specifications or Minnesota Statutes, Section §363A.36 and its implementing rules, or Executive Order 11246 and its regulations, the commissioner or the director shall proceed in accordance with Minnesota Rules part 5000.3570 for State or state assisted projects, or 41 CFR 60-4.8 for Federal or federally assisted projects.
14. 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 or the Government, 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 an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

EQUAL OPPORTUNITY CLAUSE

(41 CFR Part 60-1.4 b, 7-1-96 Edition)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Agency (SHA) setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Federal Highway Administration (FHWA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor, SHA, or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the SHA to enter into such litigation to protect the interest of the State. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Minority and Women Employment Goals

County	Federal Goals		State Goals	
	Minority Goal	Female Goal	Minority Goal	Female Goal
Aitkin	2.2%	6.9%	12%	9%
Anoka	2.9%	6.9%	22%	15%
Becker	0.7%	6.9%	12%	9%
Beltrami	2.0%	6.9%	12%	9%
Benton	0.5%	6.9%	15%	12%
Big Stone	2.2%	6.9%	15%	9%
Blue Earth	2.2%	6.9%	15%	9%
Brown	2.2%	6.9%	15%	9%
Carlton	1.2%	6.9%	12%	9%
Carver	2.9%	6.9%	22%	15%
Cass	2.2%	6.9%	12%	9%
Chippewa	2.2%	6.9%	15%	9%
Chisago	2.9%	6.9%	15%	12%
Clay	0.7%	6.9%	12%	9%
Clearwater	2.0%	6.9%	12%	9%
Cook	1.2%	6.9%	12%	9%
Cottonwood	0.8%	6.9%	15%	9%
Crow Wing	2.2%	6.9%	12%	9%
Dakota	2.9%	6.9%	22%	15%
Dodge	0.9%	6.9%	15%	9%
Douglas	2.2%	6.9%	12%	9%
Faribault	2.2%	6.9%	15%	9%
Fillmore	0.9%	6.9%	15%	9%
Freeborn	0.9%	6.9%	15%	9%
Goodhue	2.2%	6.9%	15%	9%
Grant	2.2%	6.9%	12%	9%
Hennepin	2.9%	6.9%	32%	20%
Houston	0.6%	6.9%	15%	9%
Hubbard	2.0%	6.9%	12%	9%
Isanti	2.2%	6.9%	15%	12%
Itasca	1.2%	6.9%	12%	9%
Jackson	0.8%	6.9%	15%	9%
Kanabec	2.2%	6.9%	15%	12%
Kandiyohi	2.2%	6.9%	15%	12%
Kittson	2.0%	6.9%	12%	9%
Koochiching	1.2%	6.9%	12%	9%
Lac Qui Parle	2.2%	6.9%	15%	9%
Lake	1.2%	6.9%	12%	9%
Lake of the Woods	2.0%	6.9%	12%	9%
Le Sueur	2.2%	6.9%	15%	9%
Lincoln	0.8%	6.9%	15%	9%
Lyon	0.8%	6.9%	15%	9%
Mahnomen	2.0%	6.9%	12%	9%

Minnesota Department of Transportation EEO Special Provisions
Office of Civil Rights

Updated 07/17

Marshall	2.0%	6.9%	12%	9%
Martin	2.2%	6.9%	15%	9%
McLeod	2.2%	6.9%	15%	12%
Meeker	2.2%	6.9%	15%	12%
Mille Lacs	2.2%	6.9%	15%	12%
Morrison	2.2%	6.9%	12%	9%
Mower	0.9%	6.9%	15%	9%
Murray	0.8%	6.9%	15%	9%
Nicollet	2.2%	6.9%	15%	9%
Nobles	0.8%	6.9%	15%	9%
Norman	2.0%	6.9%	12%	9%
Olmsted	1.4%	6.9%	15%	9%
Otter Tail	2.2%	6.9%	12%	9%
Pennington	2.0%	6.9%	12%	9%
Pine	2.2%	6.9%	15%	12%
Pipestone	0.8%	6.9%	15%	9%
Polk	1.2%	6.9%	12%	9%
Pope	2.2%	6.9%	12%	9%
Ramsey	2.9%	6.9%	32%	20%
Red Lake	2.0%	6.9%	12%	9%
Redwood	0.8%	6.9%	15%	9%
Renville	2.2%	6.9%	15%	12%
Rice	2.2%	6.9%	15%	9%
Rock	0.8%	6.9%	15%	9%
Roseau	2.0%	6.9%	12%	9%
Scott	2.9%	6.9%	22%	15%
Sherburne	0.5%	6.9%	15%	12%
Sibley	2.2%	6.9%	15%	9%
St. Louis	1.0%	6.9%	12%	9%
Stearns	0.5%	6.9%	15%	12%
Steele	0.9%	6.9%	15%	9%
Stevens	2.2%	6.9%	12%	9%
Swift	2.2%	6.9%	15%	9%
Todd	2.2%	6.9%	12%	9%
Traverse	2.2%	6.9%	12%	9%
Wabasha	0.9%	6.9%	15%	9%
Wadena	2.2%	6.9%	12%	9%
Waseca	2.2%	6.9%	15%	9%
Washington	2.9%	6.9%	22%	15%
Watsonwan	2.2%	6.9%	15%	9%
Wilkin	0.7%	6.9%	12%	9%
Winona	0.6%	6.9%	15%	9%
Wright	2.9%	6.9%	15%	12%
Yellow Medicine	2.2%	6.9%	15%	9%

Minnesota Department of Transportation Office of Civil Rights Contractor Employment Data				1. Contractor Name and Address: Phone: _____			
2. Employment Data a) Name: Last Name, First Name, MI		b) Social Security #	c) New Hire (Y or N)	d) Ethnicity	e) Gender (M or F)	f) Trade/Foreman, Supervisors, Managers	g) Level (A, J, or T)
1.							
2.							
3.							
4.							
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23.							
24.							
25.							
26.							
27.							

INSTRUCTIONS FOR EEO-12 CONTRACTOR EMPLOYMENT DATA

This form should be submitted at the Pre-Con to the Project Engineer prior to the start of your first MnDOT construction project for the calendar year (Prime and Subs)

1. Contractor Name and Address self-explanatory.
2. Employment Data information will coincide with your employment records.
 - 2a. Name should be listed First Name, Middle Initial, and Last Name. This will enable MnDOT EEO staff to readily identify individuals on all projects.
 - 2b. Social Security Number self-explanatory.
 - 2c. New Hire is to be indicated with a “Y” for Yes or an “N” for No. “New Hire” is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
 - 2d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
 - 2e. Gender is to be indicated with an “M” for Males or an “F” for Females.
 - 2f. Trade/Foreman, Supervisors, Managers self-explanatory. List trade that applies unless the employee fits one of the other three categories.
 - 2g. Level “A” is for an Apprentice, “J” is for a Journey Worker, and “T” is for a MnDOT approved Trainee.

If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073.
(Please make copies as you need them.)

This information can be submitted electronically via the web, through MnDOT’s Work force Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT’s Office of Civil Rights at (651) 366-3015.

Minnesota Department of Transportation EEO Special Provisions
Office of Civil Rights

Revised 07/12

Minnesota Department of Transportation Office of Civil Rights Monthly Employment Compliance Report EEO-13			1. SP ☐ SAP ☐ (Check one) SP# County or City		3. Contractor Name: Federal Tax ID: Street Address: City, State Zip		4. Prime ☐ Subcontractor ☐ (check one) 5. Dollar Amount of Contract: 6. Percent of Completion:		
7. Employment Data a) Name: Last, First Middle Initial			b) Social Security #	c) New Hire (Y or N)	d) Ethnicity	e) Gender M or F)	Trade/Foreman, Supervisors, Managers	g) Level (A, J or T)	h) Hours Worked This Period
1.									
2.									
3.									
4.									
5.									
6.									
7.									
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16.									
17.									
18.									
19.									
20.									
8. Contract Goals			9. Prepared by: (Signature)			10. Reviewed by: (Signature)			
MINNESOTA GOALS			Print Name:			Print Name:			
% Minority %			Title:			Title:			
% Women %			Date:			Date:			
			Phone:			Phone:			
			Fax:			Fax:			

INSTRUCTIONS FOR EEO-13

MONTHLY EMPLOYMENT COMPLIANCE REPORT

- 1.-5. Self-explanatory – State **Project #**, county project is located in, are you a prime or sub, and contract value.
 6. Percent of Completion is the estimated percentage of work completed including this reporting period.
 7. Employment Data information will coincide with your employment records. All professional, supervisory and managerial hours actually worked on the project site must be included, whether or not they appear on the certified payroll.
 - 7a. Name should be listed Last Name, First Name, and Middle Initial. This will enable MnDOT EEO staff to readily identify individuals on all projects.
 - 7b. Social Security Number self-explanatory.
 - 7c. New Hire is to be indicated with a “Y” for Yes or an “N” for No. “New Hire” is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
 - 7d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
 - 7e. Gender is to be indicated with an “M” for Males or an “F” for Females.
 - 7f. Trade/Foreman, Supervisors, Managers list the trade that applies unless the employee fits one of the other three categories.
 - 7g. Level “A” is for an Apprentice, “J” is for a Journey Worker, and “T” is for a MnDOT approved Trainee.
 - 7h. Hours Worked for This Period will be all hours worked by the individual, for each trade, during the specified reporting period.
 8. Contract Goals are the percent of total project hours to be worked by minority and women employees. The goals are determined by the geographic location and source of funding for the project. Projects in excess of \$100,000 with any State funding must meet the State Employment Goals. Projects in excess of \$10,000 with any Federal funding must meet the Federal Employment Goals. (See chart on EEO Pages 16-17.) Minority and women employee hours shall be distributed evenly throughout the length of the project and in every trade and craft that performs work on the project.

% Obtained is the percent of the total project hours worked by minority and women employees, up to and including this reporting period.
 9. Prepared by Contractor Designee is the signature of the prime or subcontractor’s EEO officer/designee.
 10. Reviewed by Project Engineer is the signature of the MnDOT staff monitoring the project.
- The Prime Contractor will submit EEO-13 forms for its workforce and all subcontractors to the MnDOT Project Engineer by the 15th day of the month following the month when work was performed. If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073.
(Please make copies as you need them.)

This information can be submitted electronically via the web, through MnDOT’s Workforce Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT’s Office of Civil Rights at (651) 366-3321.

EEO COMPLIANCE REVIEW REPORT
Total Company Workforce
(For 12 Month Period Preceding July 30th of the previous year)

Name and Address of Contractor

Name and Title of Corporate Officer

Name of EEO Officer

Job Categories	Total Employees		Total Minorities		Blacks		Asian/ Pacific Is.		American Indian		Hispanic		On-the-Job Trainees	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials (Managers)														
Supervisors														
Foremen/Women														
Clerical														
Equipment Operators														
Mechanics														
Truck Drivers														
Iron Workers														
Carpenters														
Cement Masons														
Electricians														
Pipefitters & Plumbers														
Painters														
Laborers														
Misc. Trades														
Total														
On-the-Job Trainees														



MINNESOTA DEPARTMENT OF TRANSPORTATION
ON-THE-JOB TRAINING PROGRAM
TRAINEE ASSIGNMENT

SP #: _____ Location: _____ District: _____

Project Engineer: _____ Phone: () _____

Prime Contractor: _____ Phone: () _____

Address: _____

City: _____ State: _____ Zip: _____

EEO Officer: _____ Project Manager: _____

Tel: _____

Training Contractor: _____ Phone: () _____

Address: _____

City: _____ State: _____ Zip: _____

EEO Officer: _____ Project Manager: _____

Tel: _____

TRAINEE

Job Title or Trade Classification: _____ Number of Training Hours on this Project: _____

Name: _____ S.S.#: _____

Address: _____ Phone: () _____

City: _____ State: _____ Zip: _____

EEO Officer: _____ Project Manager: _____

Tel: _____

Approximate Start Date: _____

Approximate Completion Date: _____

Is the trainee a member of a certified apprenticeship program?

If YES, verify with Apprenticeship Form or Indenture Number: _____

- | |
|---|
| <p>1. Ethnic Background: Hispanic _____; Black _____; Asian/Pacific Islander _____; White _____;</p> <p>Am. Ind/Alaskan _____ (Verify with Tribal I.D. # or Affiliation _____).</p> <p>2. Male; _____ Female; _____.</p> |
|---|

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS

CERTIFICATION OF ON-THE-JOB TRAINING HOURS
FEDERAL-AID-PROJECTS

Contractor: submit original and one copy monthly to the project engineer

CONTRACTOR			REPORTING PERIOD:
ADDRESS			S.P. NO. (LOW):
			F.P. NO.:

TRAINEE	HOURS WORKED PREVIOUSLY	HOURS WORKED THIS PERIOD	TOTAL HOURS TO DATE

AMOUNT OF CLAIM _____ HOURS @ _____ PER HOUR = \$ _____

Progress of Trainee(s) ☐Excellent ☐Very Good ☐Good ☐Below Good

COMMENTS (Please detail any supplementary training offered):

CONTRACTOR:

The undersigned contractor hereby certifies that the listed employees are bonafide trainees as required by the On-the-Job Training Special Provision and that they have worked the hours as reported above.

Contractor Signature/Title *Date*

PROJECT ENGINEER:

I hereby certify that the On-the-Job training hours reported above have been reviewed and found correct.

Engineer Signature/Title *Date*



Minnesota Department of Transportation EEO Special Provisions
Office of Civil Rights
On-the-Job Training (OJT) Program Approval Form

07/12

The Special Provisions of the contract clearly indicate that training and upgrading of minorities and women toward Journey worker status is the primary objective of the training provisions.

We,		, submit the following training program for (Trade) for approval.
	(Name of Contractor)	

I. Project Information

Contractor Name	S.P. #	County	Prime	Sub
Address	City	State	Zip	
Contact Person/ EEO Officer		Phone #	e-mail address	
Project Goals				
Trainees	Hours			

II. Project Training Plan Information

Trade	# of Trainees Projected	Hourly Assignment per Trainee	Estimated Start Date	Estimated End Date	Recruiting Resource

Planned Training Activities

III. Contractor Acknowledgment Statement.

I understand and will comply fully with the plans and specifications under which this training is being performed, and will report subsequent revisions to the training program as changes occur.

Contractor's Representative Signature	Title	Date

IV. Instruction for the Contractor.

The contractor's proposed training programs must be documented on this form and submitted as indicated in the Proposal. Your Company's compliance with this specification will factor into any and all employment related "Good Faith Effort" determinations.



On-the-Job Training Program Trainee Termination Form

Contractor Name		County	Prime	Sub
Address		City	State	Zip
EEO Officer		Phone #	e-mail address	
Trainee Name		Phone #	Social Security No.	
Address		City	State	Zip
Race/Ethnicity				
☐ Hispanic		☐ White		☐ Asian
☐ Black		☐ American Indian		☐ Other
Gender		Classification/Trade		S.P. #
☐ Female	☐ Male			
Start Date	Termination Date	Hours Assigned	Hrs Completed	

Reason for Termination/Separation/Layoff:

☐ Construction phase completed
☐ Death
☐ Fired (please explain below)
☐ Illness/health problems
☐ Lack of transportation and /or travel distance
☐ Military duty
☐ Relocated
☐ Personal
☐ Quit to work for another company
☐ Other (please explain below)

Please provide comments:

Contractor's Representative Signature	Title	Date

MAIL or Fax THE ORIGINAL and MAINTAIN COPY:
395 John Ireland Boulevard
St. Paul, MN 55155-1899
Office of Civil Rights M.S. 170
On-The -Job Training Coordinator
Fax # 651/366-3129

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
Form-1273

(52 FR 36920, October 2, 1987, revised October 21, 1993, FHWA Electronic Version May 1, 2012)

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

REQUIRED CONTRACT PROVISIONS (cont.)

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

REQUIRED CONTRACT PROVISIONS (cont.)

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

REQUIRED CONTRACT PROVISIONS (cont.)

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any

location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of

REQUIRED CONTRACT PROVISIONS (cont.)

this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit

which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

2. Withholding

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

3. Payrolls and basic records

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

REQUIRED CONTRACT PROVISIONS (cont.)

written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the

"Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

REQUIRED CONTRACT PROVISIONS (cont.)

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

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

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

REQUIRED CONTRACT PROVISIONS (cont.)

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its

REQUIRED CONTRACT PROVISIONS (cont.)

own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

REQUIRED CONTRACT PROVISIONS (cont.)

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who

has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

REQUIRED CONTRACT PROVISIONS (cont.)

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier

Covered Transactions" refers to any covered transaction under a

First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently

REQUIRED CONTRACT PROVISIONS (cont.)

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

Appendix C

Construction Safety Plan Narrative (CSPN)



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists



CITY COUNCIL AGENDA REPORT

DATE: November 3, 2025
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.I.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Conditional Job Offers for General Facility Maintenance Worker at Doug Woog Arena

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve conditional offers of employment to Bradley Willette and Ethan Unglesbee for the positions of General Facility Maintenance Worker, contingent upon successful completion of a pre-employment work physical.

OVERVIEW

The City of South St. Paul advertised two open positions for General Facility Maintenance Worker (one full-time and one part-time) at the Doug Woog Ice Arena. The job postings were made available on both the League of Minnesota Cities (LMC) job board and the City of South St. Paul website.

Following the application review process, an interview panel comprised of Parks & Recreation Director Shannon Young, Lead Facility Maintenance Seth Anderson, and Asst. City Administrator/HR Director Shelly Anderson conducted interviews with selected candidates for the two positions.

The interview panel recommends the following appointments:

- Full-Time Position: Bradley Willette. Mr. Willette is currently employed at the Doug Woog Ice Arena as a seasonal Zamboni Driver and has prior arena experience at the Pond Hockey Training Center. He possesses strong knowledge of ice arena operations and is expected to transition into his new role with minimal training.
- Part-Time Position: Ethan Unglesbee. Mr. Unglesbee previously worked seasonally for SSP Public Works and, prior to that, at the Pond Hockey Training Center. He brings relevant general maintenance and cleaning experience and is anticipated to be a strong addition to the team.

Staff recommends that the City Council approve the conditional offers of employment for the following candidates:

- Bradley Willette - Full-Time General Facility Maintenance Worker

- Ethan Unglesbee - Part-Time General Facility Maintenance Worker

These positions are part of the Teamsters bargaining unit, with a starting wage of \$29.27 per hour. All other terms and benefits will be administered in accordance with the current union contract.

SOURCE OF FUNDS

Arena Budget: 20243

ATTACHMENTS

1. Applications

EMPLOYMENT APPLICATION



CITY OF SOUTH ST. PAUL
125 3rd Ave N
South St. Paul, Minnesota 55075
651-554-3203
<http://www.southstpaul.org>

Unglesbee, Ethan Robert
25-00044 GENERAL FACILITY MAINTENANCE WORKER

Received: 9/11/25 11:23 AM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE:
GENERAL FACILITY MAINTENANCE WORKER

EXAM ID#:
25-00044

NAME: (Last, First, Middle)
Unglesbee, Ethan Robert

SOCIAL SECURITY NUMBER:
N/A

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

EMAIL ADDRESS:

HOME PHONE:

NOTIFICATION PREFERENCE:
Email

LEGAL RIGHT TO WORK IN THE UNITED STATES?

☒ Yes ☐ No

What is your highest level of education?
High School

PREFERENCES

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular, Seasonal

TYPES OF WORK YOU WILL ACCEPT:
Full Time, Part Time

EDUCATION

DATES: SCHOOL NAME:
Simley High school

LOCATION: (City, State / Province)
Inver grove heights , Minnesota

DID YOU GRADUATE?
☒ Yes ☐ No

DEGREE RECEIVED:
High School Diploma

WORK EXPERIENCE

DATES:
From: 6/2025 To: 10/2025

EMPLOYER:
City of South St. Paul

POSITION TITLE:
Seasonal

ADDRESS: (Street, City, State/Province, Zip/Postal Code)
400 Richmond St E , South St. Paul, Minnesota, 55076

COMPANY URL:
<https://www.southstpaul.org/195/Public-Works>

PHONE NUMBER:
6515543218

SUPERVISOR:
Cody Lewison - Parks department lead

MAY WE CONTACT THIS EMPLOYER?
☒ Yes ☐ No

DUTIES:
Maintain cleanliness of parks around South St. Paul

REASON FOR LEAVING:
Still employed. Will run out of seasonal allowed days October 3rd

DATES:
From: 6/2023 To: 8/2024

EMPLOYER:
Concrete Concepts Minnesota

POSITION TITLE:
General laborer

ADDRESS: (Street, City, State/Province, Zip/Postal Code)
Elko, Minnesota, 55020

COMPANY URL:
<https://www.concreteconceptsminnesota.com/>

PHONE NUMBER:

SUPERVISOR:

MAY WE CONTACT THIS EMPLOYER?
☒ Yes ☐ No

DUTIES:
Excavate old concrete and dirt. Haul old concrete and dirt to dumps. Set forms and pour concrete.

REASON FOR LEAVING:
Company is splitting and I don't want to be apart of the mess

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

OFFICE SKILLS:
Typing:
Data Entry:

OTHER SKILLS:

LANGUAGE(S):
English - ☐ Speak ☐ Read ☐ Write

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Personal	NAME: Taylor Krier	POSITION:
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS:		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Cody Lewison	POSITION: Parks department lead
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS:		PHONE NUMBER: [REDACTED]

Job Specific Supplemental Questions

1. Do you have prior experience working in an ice arena setting?
Yes
 2. Do you have prior experience with janitorial/general maintenance in a large multi-use building?
No
 3. Do you have prior experience operating a Zamboni?
No
-

The following terms were accepted by the applicant upon submitting the online application:

By clicking the Accept & Submit button, I hereby certify that all information I have provided in this application is true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume or any other materials, or during interviews, can be justification for refusal of employment, or if employed, will be grounds for dismissal, regardless of length of employment or when the misrepresentation or omission is discovered.

I acknowledge that I have received a copy of the job description summary for the position for which I am applying. With my digital signature, I am providing the City of South St. Paul authorization to verify all information I provided within this application packet, including contacting current or previous employers. However, I understand that if, in the Employment Experience section I have answered "No" to the question "May we contact this employer?" contact with my current employer will not be made without my specific authorization.

I further understand that criminal history checks will be conducted and all employment offers are conditioned upon passing a criminal background check. Convictions are not an automatic bar to employment, each case is considered on its individual merits and the type of work sought. However, making false statements or withholding information may cause you to be rejected for or terminated from employment.

I also understand I may be required to submit to and pass a physical examination and/or drug screening by a City designated doctor. I also agree that in the event I am employed by the City, I will submit to further physical or drug screens when requested by the City.

I understand it is my responsibility to notify the City of South St. Paul in writing of any changes to information reported in this application for employment.

This application was submitted by Ethan Robert Unglesbee on 9/11/25 11:23 AM

Signature_____

Date_____

EMPLOYMENT APPLICATION



CITY OF SOUTH ST. PAUL
125 3rd Ave N
South St. Paul, Minnesota 55075
651-554-3203
<http://www.southstpaul.org>

Willette, Bradley Todd
25-00044 GENERAL FACILITY MAINTENANCE WORKER

Received: 9/11/25 3:11 PM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE:
GENERAL FACILITY MAINTENANCE WORKER

EXAM ID#:
25-00044

NAME: (Last, First, Middle)
Willette, Bradley Todd

SOCIAL SECURITY NUMBER:
N/A

ADDRESS: (Street, City, State/Province, Zip/Postal Code)
[REDACTED]

EMAIL ADDRESS:
[REDACTED]

HOME PHONE:
[REDACTED]

NOTIFICATION PREFERENCE:
Email

LEGAL RIGHT TO WORK IN THE UNITED STATES?

☒ Yes ☐ No

What is your highest level of education?
Some College

PREFERENCES

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular, Seasonal

TYPES OF WORK YOU WILL ACCEPT:
Full Time, Part Time

EDUCATION

DATES:
[REDACTED] SCHOOL NAME:
Park Cottage Grove

LOCATION: (City, State / Province)
Cottage Grove, Minnesota

DID YOU GRADUATE?
☒ Yes ☐ No

DEGREE RECEIVED:
High School Diploma

WORK EXPERIENCE

DATES:
From: 11/2018 To: 3/2025

EMPLOYER:
The Pond Hockey Training Center

POSITION TITLE:
Ice Maintenance manager

ADDRESS: (Street, City, State/Province, Zip/Postal Code)
3400 150th St W, Rosemount, Minnesota

PHONE NUMBER:
[REDACTED]

SUPERVISOR:
Marianne Norder - Office Manager

MAY WE CONTACT THIS EMPLOYER?
☒ Yes ☐ No

OF EMPLOYEES SUPERVISED:
5

DUTIES:
Maintenance all arena equipment
Operate zamboni, edger, and skate sharpener

REASON FOR LEAVING:
Closed

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE:
Professional

NAME:
Seth Anderson

POSITION:
City of SSP parks and rec

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

Job Specific Supplemental Questions

1. Do you have prior experience working in an ice arena setting?
Yes
 2. Do you have prior experience with janitorial/general maintenance in a large multi-use building?
Yes
 3. Do you have prior experience operating a Zamboni?
Yes
-

The following terms were accepted by the applicant upon submitting the online application:

By clicking the Accept & Submit button, I hereby certify that all information I have provided in this application is true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume or any other materials, or during interviews, can be justification for refusal of employment, or if employed, will be grounds for dismissal, regardless of length of employment or when the misrepresentation or omission is discovered.

I acknowledge that I have received a copy of the job description summary for the position for which I am applying. With my digital signature, I am providing the City of South St. Paul authorization to verify all information I provided within this application packet, including contacting current or previous employers. However, I understand that if, in the Employment Experience section I have answered "No" to the question "May we contact this employer?" contact with my current employer will not be made without my specific authorization.

I further understand that criminal history checks will be conducted and all employment offers are conditioned upon passing a criminal background check. Convictions are not an automatic bar to employment, each case is considered on its individual merits and the type of work sought. However, making false statements or withholding information may cause you to be rejected for or terminated from employment.

I also understand I may be required to submit to and pass a physical examination and/or drug screening by a City designated doctor. I also agree that in the event I am employed by the City, I will submit to further physical or drug screens when requested by the City.

I understand it is my responsibility to notify the City of South St. Paul in writing of any changes to information reported in this application for employment.

This application was submitted by Bradley Todd Willette on 9/11/25 3:11 PM

Signature_____

Date_____



CITY COUNCIL AGENDA REPORT

DATE: November 3, 2025
DEPARTMENT: Public Works
PREPARED BY: Melissa Blair
AGENDA ITEM NUMBER: 8.J.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Declaring Property Surplus and Authorize the Sale of Such Property

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve Resolution No. 2025-121. Resolution Declaring Certain Property Surplus and Authorize the Sale of Such Property.

OVERVIEW

Staff hereby requests the City Council of South St. Paul to consider the following items to be declared surplus and offered for sale:

1. 2007 Dodge Dakota (last vin #9043)
2. 2005 Ford 15-Passenger Van (last vin #8332)
3. 2012 Ford F-250 Supercab (last vin #4345)
4. Tuff Shed
5. Tailgate, Receiver, Hitch, Bumper for 2025 GMC Sierra 2500
6. V-Plow
7. Blue Trash Bins (approx. 170)

These item(s) listed above have outlived their use with the city or are expired. All vehicle(s) and other equipment will be auctioned off on the MN State Auction online site.

SOURCE OF FUNDS

Proceeds go into the General Fund

ATTACHMENTS

1. 11-3-25 declare property surplus and authorize the sale Res form

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-121

**DECLARING PROPERTY SURPLUS AND AUTHORIZE THE SALE OF SUCH
PROPERTY**

WHEREAS, the following vehicle(s) and item(s) have been replaced and are no longer needed by the City:

- 2007 Dodge Dakota (last vin #9043)
- 2005 Ford 15-Passenger Van (last vin #8332)
- 2012 Ford F-250 Supercab (last vin #4345)
- Tuff Shed
- Tailgate, Receiver, Hitch, Bumper for 2025 GMC Sierra 2500
- V-Plow
- Blue Trash Bins (approx. 170)

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF SOUTH ST. PAUL, MINNESOTA, AS FOLLOWS:**

1. The above listed vehicle(s) and item(s) are declared surplus property.
2. The above listed vehicle(s) and item(s) are authorized to be sold.

Adopted this 3rd day of November, 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: November 3, 2025
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 10.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Public Improvement Hearing — South Street Reconstruction Project

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2025-120 ORDERING IMPROVEMENT AND PREPARATION OF FINAL PLANS AND SPECIFICATIONS FOR SOUTH STREET RECONSTRUCTION PROJECT NO. 2025-07

OVERVIEW

The current Capital Improvement Plan identifies the reconstruction of South Street W between 5th Avenue S and 7th Avenue S for improvements in 2026. This project is a joint project with the City of Inver Grove Heights. The project includes the reconstruction of the roadway and utility improvements on South Street W. On October 6, 2025, the City Council received the feasibility report and scheduled a public hearing for November 3, 2025.

If the Council orders the project, plans and specifications will be prepared, and the project will be bid in early 2026 for construction during the summer and fall of 2026.

SOURCE OF FUNDS

Infrastructure Fund, Water Utility, Storm Sewer Utility, Sanitary Sewer Utility, and Special Assessments.

ATTACHMENTS

1. 2025-120 South St Recon Order Proj Auth Plans
2. 202507 South St Recon Feasibility Report

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-120

**RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF FINAL
PLANS AND SPECIFICATIONS FOR
SOUTH STREET RECONSTRUCTION PROJECT NO. 2025-07**

WHEREAS, a resolution by the City Council adopted the 6th day of October, 2025, fixed a date for a Council hearing on the proposed improvement of 2025-07 South Street Reconstruction Project for the reconstruction of South Street W from 5th Avenue S to 7th Avenue S with bituminous base and wear course paving, concrete curb and gutter replacement, utility replacements, restoration and appurtenant work; and

WHEREAS, both published and mailed notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon the 3rd day of November 2025, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, as follows:

1. Such improvement is hereby ordered as proposed in the Council resolution adopted October 6th, 2025.
2. The City Engineering Department is hereby designated as the Engineer for this improvement, and they shall prepare the final plans and specifications for the making of such improvement.
3. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted this 3rd day of November 2025.

James Francis, Mayor

Attest:

Deanna Werner, City Clerk



South Street Reconstruction Project

Feasibility Report

South St. Paul, Minnesota

City Project No. 2025-07

October 6, 2025

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Appendix A – Figures

Appendix B – Opinion of Probable Cost

Appendix C – Preliminary Assessment Roll

Certification Sheet

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



Kelsey J. Gelhar

Date: October 6, 2025

Lic. No. 60639

I. Executive Summary

This Feasibility Report was prepared for the South Street Reconstruction Project, City Project No. 2025-07. This project is a joint project between the cities of South St. Paul and Inver Grove Heights. The proposed project includes the full reconstruction of two blocks of South Street W between 5th Avenue S and 7th Avenue S in South St. Paul and Inver Grove Heights and a full depth reclamation of Upper 55th Street in Inver Grove Heights from Blaine Avenue to 7th Street S/Cahill Avenue, as shown in Figure 1 of Appendix A. Per the Inver Grove Heights 2026 PMI North Feasibility Report prepared by SEH, the total estimated cost for the street rehabilitation and street reconstruction is \$3,904,129.00. That total cost did not include utility improvements in South St. Paul.

South St. Paul public utility improvements along the project corridor include upgrades to the watermain system and lining of the sanitary sewer pipes and manholes. Storm sewer will be replaced and upgraded as necessary to address drainage concerns and meet state aid design requirements.

The estimated cost for the South Street Reconstruction Project is approximately \$870,017.00 for the work in South St. Paul. The estimated costs for work within South St. Paul are detailed below and include a 5% contingency and 10% indirect costs.

South Street Reconstruction – Opinion of Probable Cost South St. Paul Portions Only	
Proposed Improvement	Total Estimated Cost
Roadway Improvements	\$372,200.00
Watermain Improvements	\$234,465.00
Sanitary Sewer Improvements	\$144,375.00
Storm Sewer Improvements	\$118,977.00
TOTAL	\$870,017.00

Funding for this project is proposed to come from Inver Grove Heights and the City's Infrastructure Fund, Water Utility, Sanitary Sewer Utility, and Storm Sewer Utility funds, and Special Assessments to benefiting properties. Below is a summary of the South St. Paul funding sources.

South Street Reconstruction – Funding Summary South St. Paul Portions Only	
Proposed Funding	Total
Infrastructure Fund	\$360,437.00
Water Utility	\$234,465.00
Sanitary Sewer Utility	\$144,375.00
Storm Sewer Utility	\$118,977.00
Assessments	\$11,763.00
TOTAL	\$870,017.00

The South Street Reconstruction Project can be substantially completed, including the final lift of bituminous pavement and all restoration items, in 2026.

Below is the preliminary project schedule:

Neighborhood Open House / Public Informational Meeting*	April 24, 2025
Receive Feasibility Report, Schedule Improvement Hearing	October 6, 2025
Improvement Hearing, Order Project, Authorize Preparation of Plans & Specifications	November 3, 2025
Approve Plans and Specifications, Authorize Bidding/ Ad for Bid	January 2026
Bid Opening	February 2026
Council Receives Bids, Awards Project & Contract for Construction	March 2026
Begin Construction	Spring 2026
Substantial Completion of Construction	Fall 2026
Assessment Hearing	Fall 2026

**South St. Paul residents adjacent to the project were invited to the Inver Grove Heights 2026 PMI Feasibility Open House. No South St. Paul residents attended the open house.*

II. Introduction

South Street W/57th Street E is a shared street between the cities of South St. Paul and Inver Grove Heights. Both cities included the reconstruction of South Street W/ 57th Street E in their capital improvement plans for 2026. Inver Grove Heights included this project in the Inver Grove Heights [2026 PMI North Feasibility Report](#), prepared by SEH.

This project is proposed in the South St. Paul Capital Improvement Plan to be funded through the City's Infrastructure and Utility Funds. Special Assessments are also being utilized to help fund the reconstruction of South Street W in accordance with Minnesota Statute Chapter 429 and the City of South St. Paul's Assessment Policy.

This report will review the existing conditions in the project area and discuss the proposed improvements in detail. It will also provide preliminary cost estimates for the proposed improvements and funding sources.

III. Existing Conditions

A. Roadway

South Street W from 5th Avenue S and 7th Avenue S is a local roadway and part of the City's Municipal State Aid system. Typical Annual Average Daily Traffic (AADT) counts for this segment are approximately 7,800 vehicles a day (2019 counts).

The existing roadway right-of-way is owned by South St. Paul and Inver Grove Heights. South St. Paul's right-of-way is 30 feet wide throughout the project corridor per plat documents. The existing roadway width varies between 57 feet to 64 feet from curb face to curb face.

The pavement along South Street W is experiencing varying severity of distresses, including cracking and rutting. Per the Inver Grove Heights 2026 PMI North Feasibility Report, the existing pavement and aggregate depth of South St W is 9.5 inches of bituminous over 4 inches of aggregate base.

B. Municipal Utilities

B.1 Watermain

The watermain infrastructure in this area is mainly comprised of 6-inch diameter cast iron pipes. Watermain in the intersection of 7th Avenue S and South Street W was replaced in 2024 during the 7th Avenue S Reconstruction Project. The age of the watermain between 5th Avenue S and 8th Avenue S varies, with some segments being as old as 69 years old. The original design life of cast iron watermain is 50 to 100 years of service.

B.2 Sanitary Sewer

The existing sanitary sewer infrastructure in the project area is 10-inch and 12-inch diameter vitrified clay pipe (VCP) sewers. The sanitary sewer was televised in 2025. Televising records

indicate some minor cracking in the VCP sewers, root intrusions, and mineral deposits along the pipes. There is a broken pipe segment between 8th Avenue S and 7th Avenue S.

B.3 Storm Sewer & Drainage

The existing South St. Paul owned storm sewer infrastructure along South Street W generally consists of intersection-based collection with a larger conveyance line running through the northern boulevard of South Street W. The existing storm sewer system consists of 12-inch to 21-inch diameter reinforced concrete pipe. Storm sewer in the intersection of 7th Avenue S and South Street W was replaced in 2024 during the 7th Avenue S Reconstruction Project. Runoff from South Street W is collected and conveyed to an existing trunk storm sewer along 3rd Avenue S. All runoff from South Street W ultimately discharges to the Mississippi River. The storm sewer was televised in 2025. Televising records indicate that the existing storm pipes are in fair to good condition.

IV. Proposed Improvements

A. Roadway

The roadway has aged and deteriorated to the point where full reconstruction is warranted. South Street W is part of the Municipal State Aid system, and the roadway will be constructed according to MnDOT design standards. The street is proposed to maintain the existing width of approximately 57 feet between curb faces. Lane configurations will be determined during the design phase.

Street grades are proposed to closely match existing grades to minimize construction impacts on adjacent properties. The proposed roadway section includes 4 inches of asphalt pavement and 6 inches of aggregate base over an acceptable and compacted subgrade. Per the 2026 PMI North Feasibility Study prepared by SEH for Inver Grove Heights, a 24-inch select granular subgrade is also proposed.

B. Municipal Utilities

B.1 Watermain

Replacement of the watermain between 5th Avenue S and 8th Avenue S is proposed as part of this project due to the age of the watermain system. All fittings, valves, and hydrants are proposed to be replaced with materials consistent with current City standards.

B.2 Sanitary Sewer

Due to the age and condition of the existing VCP sanitary sewer, spot repairs and rehabilitation in the form of cured-in-place piping (CIPP) is proposed. This is a cost-effective form of trenchless rehabilitation that utilizes the existing piping as a host pipe and extends the life of the sanitary sewer another 50 to 100 years. The CIPP method will help to reduce and eliminate inflow and infiltration issues associated with cracked pipes. Manhole lining and casting replacements are also proposed to address inflow and infiltration.

B.3 Storm Sewer & Drainage

The proposed improvements will generally maintain the existing drainage patterns and discharge points. The proposed storm sewer improvements include removing and replacing the existing storm sewer system where needed to meet current drainage design standards.

The project will disturb over one acre of land and require stormwater treatment to meet MS4 and state aid requirements. This area is fully developed, and due to existing utilities, site topography, and the project's proximity to regional stormwater facilities, treatment options are limited.

C. Permits

In order to complete the proposed improvements, permits will be required from the following agencies:

- Minnesota Department of Health Watermain Plan Review.
- Minnesota Pollution Control Agency NPDES permit for land disturbance greater than 1 acre.

It is assumed that all proposed survey and utility improvements will be limited to the existing right-of-way of South St. Paul and Inver Grove Heights and any easements. Right-of-entry agreements may be required for minor work outside the right-of-way to blend new improvements to existing yards or connect to existing utilities and services.

D. Public Involvement

A neighborhood meeting was held on April 24th, 2025, in conjunction with the Inver Grove Heights Pavement Management Initiative meeting. Both South St. Paul and Inver Grove Heights staff were present. No South St. Paul residents attended the meeting.

V. Financing

A. Opinion of Probable Cost

Appendix B of this report includes a detailed opinion of probable cost for the work within South St. Paul. The opinion of probable cost is based on the projected construction costs for 2026 and includes a 5% contingency and 10% indirect costs for legal and administrative costs. The project costs are summarized in the following table:

South Street Reconstruction – Opinion of Probable Cost South St. Paul Portions Only	
Proposed Improvement	Total Estimated Cost
Roadway Improvements	\$372,200.00
Watermain Improvements	\$234,465.00
Sanitary Sewer Improvements	\$144,375.00
Storm Sewer Improvements	\$118,977.00
TOTAL	\$870,017.00

Per the Inver Grove Heights 2026 PMI North Feasibility Report prepared by SEH, the total estimated cost for the street rehabilitation and street reconstruction is \$3,904,129.00. However, that total cost did not include utility improvements in South St. Paul.

B. Funding

Funding for this project is proposed to come from the City's Infrastructure Fund, Water Utility, Sanitary Sewer Utility, Storm Sewer Utility, and Special Assessments. The table below provides a summary of the South St. Paul funding sources.

South Street Reconstruction – Funding Summary South St. Paul Portions Only	
Proposed Funding	Total
Infrastructure Fund	\$360,437.00
Water Utility	\$234,465.00
Sanitary Sewer Utility	\$144,375.00
Storm Sewer Utility	\$118,977.00
Assessments	\$11,763.00
TOTAL	\$870,017.00

Portions of the project within Inver Grove Heights will be funded by the various Inver Grove Heights funding sources.

C. Preliminary Assessment Roll

The City's Special Assessment Policy for road reconstruction projects outlines that a portion of street costs shall be assessed to the benefitting properties. For street reconstruction projects, all abutting properties shall contribute at a rate of \$94.84 per linear foot of frontage, with the following exceptions:

- 75-foot maximum assessable front footage for residential properties
- Residential corner lots with the narrow side fronting the project are to be assessed
- Assessments are capped at 5% of the estimated market value

A preliminary assessment roll is included in Appendix C of this report.

VI. Project Schedule

Below is the preliminary project schedule:

Neighborhood Open House / Public Informational Meeting*	April 24, 2025
Receive Feasibility Report, Schedule Improvement Hearing	October 6, 2025
Improvement Hearing, Order Project, Authorize Preparation of Plans & Specifications	November 3, 2025
Approve Plans and Specifications, Authorize Bidding/ Ad for Bid	January 2026
Bid Opening	February 2026
Council Receives Bids, Awards Project & Contract for Construction	March 2026
Begin Construction	Spring 2026
Substantial Completion of Construction	Fall 2026
Assessment Hearing	Fall 2026

**South St. Paul residents adjacent to the project were invited to the Inver Grove Heights 2026 PMI Feasibility Open House. No South St. Paul residents attended the open house.*

VII. Conclusion

The estimated cost for the South Street W Reconstruction Project is approximately \$870,017.00 for the street and utility work in South St. Paul. Due to the poor condition of the roadway, the improvements herein are recommended for construction in 2026.

From an engineering perspective, the project as proposed can be considered necessary, cost-effective, and feasible. The city council will determine its economic feasibility.

APPENDIX A

FIGURES



City of
SOUTH ST. PAUL
Minnesota

Proposed Project Area

Inver Grove Heights and South St. Paul, MN

0 100 200 400 600 800
Feet

N



APPENDIX B
OPINION OF PROBABLE COST

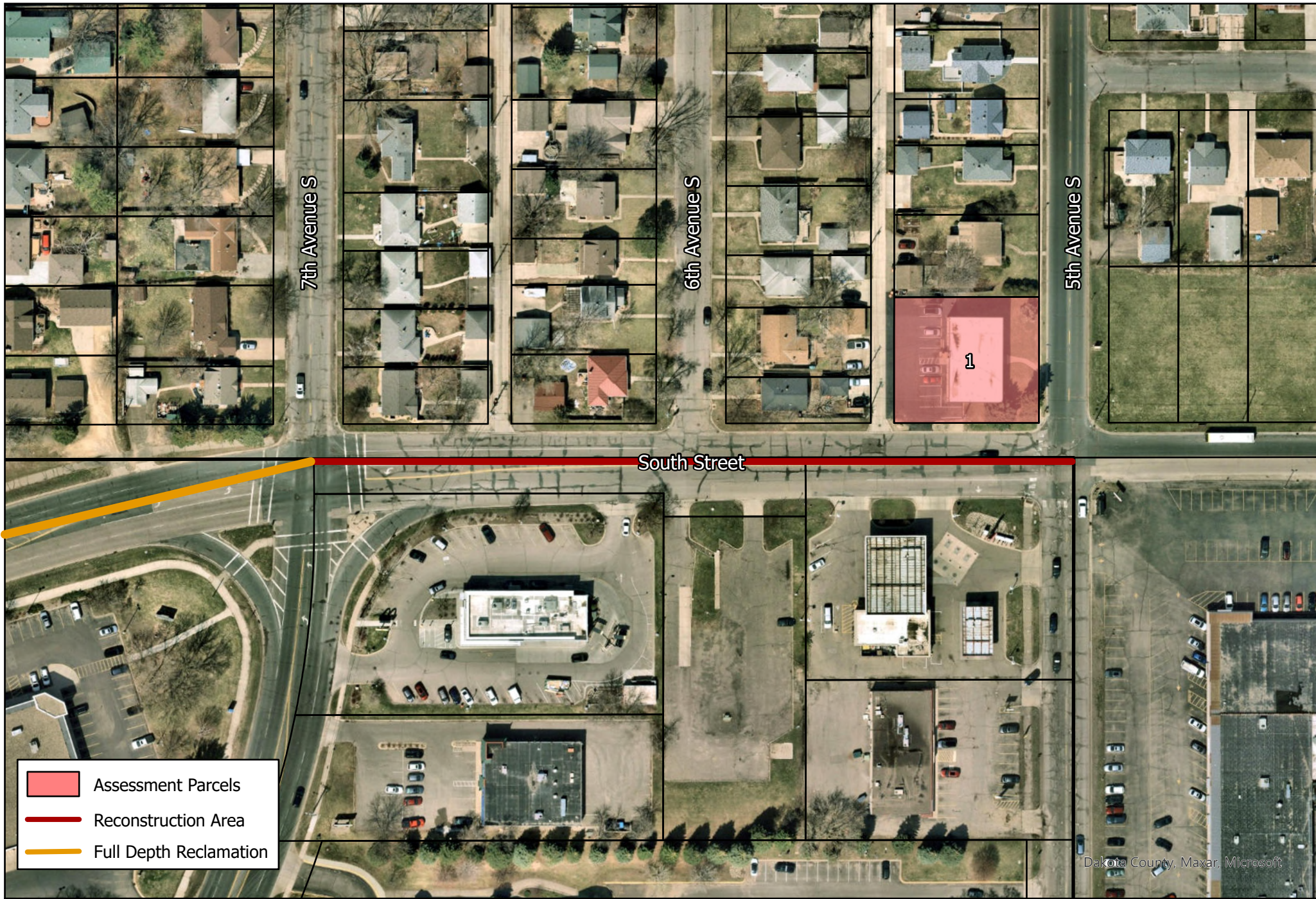
OPINION OF ESTIMATED COST

PROJECT: SOUTH STREET RECONSTRUCTION PROJECT (5TH AVE S TO 7TH AVE S)
DATE: 10/6/2025

ITEM NO.	MNDOT SPEC. NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED AMOUNT
A. SURFACE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LUMP SUM	1	\$15,345.00	\$15,345.00
2	2101.502	CLEARING	EACH	12	\$500.00	\$6,000.00
3	2101.502	GRUBBING	EACH	12	\$600.00	\$7,200.00
4	2104.502	REMOVE SIGN	EACH	8	\$100.00	\$800.00
5	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	50	\$7.50	\$375.00
6	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	250	\$5.50	\$1,375.00
7	2104.503	REMOVE CURB AND GUTTER	LIN FT	800	\$5.00	\$4,000.00
8	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	80	\$15.00	\$1,200.00
9	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	50	\$8.00	\$400.00
10	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	2000	\$4.00	\$8,000.00
11	2104.518	REMOVE BITUMINOUS WALK	SQ YD	50	\$4.00	\$200.00
12	2104.518	REMOVE CONCRETE WALK	SQ FT	100	\$4.00	\$400.00
13	2106.507	EXCAVATION - COMMON	CU YD	750	\$26.00	\$19,500.00
14	2106.507	EXCAVATION - SUBGRADE	CU YD	750	\$26.00	\$19,500.00
15	2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	750	\$26.00	\$19,500.00
16	2106.507	COMMON EMBANKMENT (CV)	CU YD	25	\$28.00	\$700.00
17	2106.601	DEWATERING	LUMP SUM	1	\$7,500.00	\$7,500.00
18	2111.519	TEST ROLLING	ROAD ST	8	\$200.00	\$1,600.00
19	2112.519	SUBGRADE PREPARATION	ROAD ST	8	\$500.00	\$4,000.00
20	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	20	\$200.00	\$4,000.00
21	2123.610	1.5 CU YD BACKHOE	HOUR	10	\$350.00	\$3,500.00
22	2130.523	WATER	MGAL	15	\$75.00	\$1,125.00
23	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	525	\$47.00	\$24,675.00
24	2331.603	JOINT ADHESIVE	LIN FT	800	\$2.00	\$1,600.00
25	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	200	\$88.00	\$17,600.00
26	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	534	\$84.00	\$44,856.00
27	2521.518	4" CONCRETE WALK	SQ FT	50	\$8.00	\$400.00
28	2521.518	6" CONCRETE WALK	SQ FT	500	\$17.00	\$8,500.00
29	2521.518	3" BITUMINOUS WALK	SQ FT	300	\$12.00	\$3,600.00
30	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	800	\$22.00	\$17,600.00
31	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	80	\$90.00	\$7,200.00
32	2531.618	TRUNCATED DOMES	SQ FT	120	\$65.00	\$7,800.00
33	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$25,000.00	\$25,000.00
34	2564.502	INSTALL SIGN TYPE C	EACH	8	\$150.00	\$1,200.00
35	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$1,500.00	\$1,500.00
36	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$5,000.00	\$5,000.00
37	2573.501	STORM DRAIN INLET PROTECTION	EACH	15	\$150.00	\$2,250.00
38	2573.503	SILT FENCE, TYPE MS	LIN FT	450	\$3.00	\$1,350.00
39	2574.507	COMMON TOPSOIL BORROW	CU YD	200	\$45.00	\$9,000.00
40	2575.504	SODDING TYPE LAWN	SQ YD	1250	\$10.00	\$12,500.00
41	2582.503	4" SOLID LINE MULTI COMP	LIN FT	350	\$2.00	\$700.00
42	2582.503	4" BROKEN LINE MULTI COMP	LIN FT	250	\$2.00	\$500.00
43	2582.503	4" DBLE SOLID LINE MULTI COMP	LIN FT	100	\$2.00	\$200.00
44	2582.518	CROSSWALK PREF TAPE GR IN (WR)	SQ FT	300	\$10.00	\$3,000.00
CONSTRUCTION TOTAL						\$322,251.00
INDIRECT (10%)						\$32,225.00
SUBTOTAL						\$354,476.00
CONTINGENCY (5%)						\$17,724.00
TOTAL						\$372,200.00
B. SANITARY SEWER IMPROVEMENTS						
45	2104.502	REMOVE CASTING	EACH	3	\$150.00	\$450.00
46	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	80	\$15.00	\$1,200.00
47	2503.503	12" PVC PIPE SEWER	LIN FT	80	\$150.00	\$12,000.00
48	2503.601	SANITARY SEWER BYPASS PUMPING	LUMP SUM	1	\$15,000.00	\$15,000.00
49	2503.602	TRIM PROTRUDING TAP	EACH	2	\$850.00	\$1,700.00
50	2503.603	LINING SANITARY SEWER PIPE 10" VCP	LIN FT	330	\$75.00	\$24,750.00
51	2503.603	LINING SANITARY SEWER PIPE 12" VCP	LIN FT	660	\$75.00	\$49,500.00
52	2503.603	LINING SANITARY SEWER MANHOLE - 4' DIA.	LIN FT	30	\$530.00	\$15,900.00

53	2506.502	CASTING ASSEMBLY (SANITARY)	EACH	3	\$1,500.00	\$4,500.00
					CONSTRUCTION TOTAL	\$125,000.00
					INDIRECT (10%)	\$12,500.00
					SUBTOTAL	\$137,500.00
					CONTINGENCY (5%)	\$6,875.00
					TOTAL	\$144,375.00
C. WATER MAIN IMPROVEMENTS						
54	2104.502	REMOVE GATE VALVE & BOX	EACH	2	\$350.00	\$700.00
55	2104.502	REMOVE HYDRANT	EACH	2	\$600.00	\$1,200.00
56	2104.503	REMOVE WATER MAIN	LIN FT	1000	\$10.00	\$10,000.00
57	2502.604	4" INSULATION	SQ YD	50	\$30.00	\$1,500.00
58	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1	\$15,000.00	\$15,000.00
59	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	6	\$2,000.00	\$12,000.00
60	2504.602	HYDRANT	EACH	2	\$7,000.00	\$14,000.00
61	2504.602	ADJUST GATE VALVE & BOX	EACH	1	\$350.00	\$350.00
62	2504.602	6" GATE VALVE & BOX	EACH	5	\$3,600.00	\$18,000.00
63	2504.602	8" GATE VALVE & BOX	EACH	2	\$4,500.00	\$9,000.00
64	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	50	\$85.00	\$4,250.00
65	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	1000	\$102.00	\$102,000.00
66	2504.608	DUCTILE IRON FITTINGS	POUND	750	\$20.00	\$15,000.00
					CONSTRUCTION TOTAL	\$203,000.00
					INDIRECT (10%)	\$20,300.00
					SUBTOTAL	\$223,300.00
					CONTINGENCY (5%)	\$11,165.00
					TOTAL	\$234,465.00
D. DRAINAGE IMPROVEMENTS						
67	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	10	\$450.00	\$4,500.00
68	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	500	\$16.00	\$8,000.00
69	2503.503	12" RC PIPE SEWER DES 3006 CL V	LIN FT	160	\$72.00	\$11,520.00
70	2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	230	\$88.00	\$20,240.00
71	2503.503	21" RC PIPE SEWER DES 3006 CL III	LIN FT	100	\$105.00	\$10,500.00
72	2503.503	27" RC PIPE SEWER DES 3006 CL III	LIN FT	50	\$210.00	\$10,500.00
73	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	2	\$1,500.00	\$3,000.00
74	2506.502	CASTING ASSEMBLY	EACH	3	\$1,500.00	\$4,500.00
75	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	15	\$950.00	\$14,250.00
76	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	5	\$3,200.00	\$16,000.00
					CONSTRUCTION TOTAL	\$103,010.00
					INDIRECT (10%)	\$10,301.00
					SUBTOTAL	\$113,311.00
					CONTINGENCY (5%)	\$5,666.00
					TOTAL	\$118,977.00
CONSTRUCTION TOTAL:						\$753,261.00
CONSTRUCTION + INDIRECT + CONTINGENCY:						\$870,017.00

APPENDIX C
PRELIMINARY ASSESSMENT ROLL



- Assessment Parcels
- Reconstruction Area
- Full Depth Reclamation

South Street Reconstruction Project - Preliminary Assessment Roll

Reconstruction Assessment Rate (\$/LF): \$94.84

No.	Parcel ID	Address	Assessable Front Footage	Assessment Amount
1	363210016150	1450 5TH AVE S	124.03	\$11,763.01

TOTAL: \$11,763.01



CITY COUNCIL AGENDA REPORT

DATE: November 3, 2025
DEPARTMENT: Finance
PREPARED BY: Clara Hilger
AGENDA ITEM NUMBER: 10.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Certifying Unpaid Charges to the County Auditor

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to adopt Resolution No. 2025-124, certifying delinquent charges to the Dakota County Auditor for collection with the property taxes payable in 2026.

OVERVIEW

The City of South St. Paul Municipal Code stipulates that invoices for City services to specific properties which are delinquent may be certified to the County for collection with the coming year's property taxes. The Code specifies that such charges be certified as a special assessment under Minnesota Statutes, §429.101 and other pertinent statutes.

The owners of the properties described on the attached list received various services from the City or were cited for violation of City code enforcement regulations this past year. They were sent invoices at the time of the service or violation by the Finance Department. The Finance Department subsequently sent delinquent statements after the original billing. Recently, both published and mailed notice were given pursuant to Minnesota Statute §429.061 stating that the hearing is to be held thereon the 3rd day of November 2025 at which time all persons desiring to be heard will be given an opportunity to be heard. The attached report details the nature of each of the delinquent invoices.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 2025-124

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-124

RESOLUTION CERTIFYING UNPAID CHARGES TO THE COUNTY AUDITOR

WHEREAS, the Municipal Code of the City of South St. Paul authorizes the certification of unpaid charges to the County Auditor for collection with real estate taxes; and;

WHEREAS, invoices to 44 properties remain unpaid; and both published and mailed notice was given pursuant to Minnesota Statue §429.061 stating that the hearing is to be held thereon the 3rd day of November 2025 at which time all persons desiring to be heard were given an opportunity to be heard; and

WHEREAS, the City has sent a letter to the property address of each delinquent account notifying them of the details of the pending certification and allowing payment to be made before certification; and

NOW, THEREFORE, BE IT RESOLVED: that an interest charge of 8% has been added to the amount of each account to be certified; and

BE IT FURTHER RESOLVED that city staff be directed to certify to the County Auditor the unpaid charges listed in Attachment A.

Adopted this 3rd day of November 2025.

Deanna Werner, City Clerk

Resolution 2025-124

Attachment A

SA# 360561

ADDRESS		CERTIFICATION AMOUNT	For	Property ID #
315	1ST AVE S	\$108.00	CODE VIOLATIONS/ADMIN CITATIONS	36-64300-17-040
312	2ND AVE S	\$540.00	CODE VIOLATIONS/ADMIN CITATIONS	36-64300-13-270
624	2ND AVE S	\$1,620.00	CODE VIOLATIONS/ADMIN CITATIONS	36-75100-15-240
113	3RD AVE S	\$540.00	CODE VIOLATIONS/ADMIN CITATIONS	36-32550-13-040
404	3RD AVE S	\$1,215.00	CODE VIOLATIONS/ADMIN CITATIONS	36-64300-11-300
450	3RD AVE S	\$54.00	CODE VIOLATIONS/ADMIN CITATIONS	36-64300-11-170
348	4TH AVE S	\$162.00	CODE VIOLATIONS/ADMIN CITATIONS	36-64300-09-180
128	5TH AVE S	\$1,080.00	CODE VIOLATIONS/ADMIN CITATIONS	36-32550-08-230
335	6TH AVE S	\$1,026.00	CODE VIOLATIONS/ADMIN CITATIONS	36-64300-08-090
1224	6TH AVE S	\$1,512.00	CODE VIOLATIONS/ADMIN CITATIONS	36-32100-07-070
548	6TH AVE S	\$18,252.00	CODE VIOLATIONS/ADMIN CITATIONS	36-75100-03-190
337	7TH AVE S	\$216.00	CODE VIOLATIONS/ADMIN CITATIONS	36-64300-05-100
448	7TH AVE S	\$54.00	CODE VIOLATIONS/ADMIN CITATIONS	36-64300-03-180
929	7TH AVE S	\$756.00	CODE VIOLATIONS/ADMIN CITATIONS	36-48750-03-080
1212	7TH AVE S	\$378.00	CODE VIOLATIONS/ADMIN CITATIONS	36-29100-00-220
436	8TH AVE S	\$162.00	CODE VIOLATIONS/ADMIN CITATIONS	36-64300-02-210
708-710	8TH AVE S	\$4,455.00	CODE VIOLATIONS/ADMIN CITATIONS	36-46000-10-032
306	9TH AVE S	\$162.00	CODE VIOLATIONS/ADMIN CITATIONS	36-63000-01-030
147	9TH ST S	\$675.00	CODE VIOLATIONS/ADMIN CITATIONS	36-65820-08-040
136	10TH AVE N	\$999.00	CODE VIOLATIONS/ADMIN CITATIONS	36-26100-01-263
208	11TH AVE S	\$972.00	CODE VIOLATIONS/ADMIN CITATIONS	36-48800-06-030
144	13TH AVE S	\$540.00	CODE VIOLATIONS/ADMIN CITATIONS	36-83900-01-110
152	13TH AVE S	\$108.00	CODE VIOLATIONS/ADMIN CITATIONS	36-83900-01-140
234	13TH AVE S	\$540.00	CODE VIOLATIONS/ADMIN CITATIONS	36-83900-10-100
908	16TH AVE N	\$1,080.00	CODE VIOLATIONS/ADMIN CITATIONS	36-30600-01-140
203	18TH AVE N	\$3,996.00	CODE VIOLATIONS/ADMIN CITATIONS	36-42500-03-051
350	18TH AVE S	\$6,766.20	CODE VIOLATIONS/ADMIN CITATIONS	36-23400-00-070
136	20TH AVE N	\$243.00	CODE VIOLATIONS/ADMIN CITATIONS	36-28800-02-170
445-447	20TH AVE S	\$1,836.00	CODE VIOLATIONS/ADMIN CITATIONS	36-30200-00-090
727	24TH AVE N	\$54.00	CODE VIOLATIONS/ADMIN CITATIONS	36-65300-08-230
2012	BUTLER AVE	\$891.00	CODE VIOLATIONS/ADMIN CITATIONS	36-45900-02-300
528	CONCORD EXCHANGE S	\$54.00	CODE VIOLATIONS/ADMIN CITATIONS	36-75100-11-320
236	DOUGLAS ST W	\$54.00	CODE VIOLATIONS/ADMIN CITATIONS	36-71500-30-330
1207	DWANE ST	\$2,052.00	CODE VIOLATIONS/ADMIN CITATIONS	36-70209-10-190
120	FROST ST W	\$54.00	CODE VIOLATIONS/ADMIN CITATIONS	36-71500-37-260
121	FROST ST W	\$324.00	CODE VIOLATIONS/ADMIN CITATIONS	36-71500-38-060
1434	HAWLEY AVE	\$54.00	CODE VIOLATIONS/ADMIN CITATIONS	36-70200-06-200
1300	HIGHLAND AVE	\$918.00	CODE VIOLATIONS/ADMIN CITATIONS	36-70202-00-030
2403	ISALONA LN	\$540.00	CODE VIOLATIONS/ADMIN CITATIONS	36-53450-08-060
1562	MOTOR AVE	\$540.00	CODE VIOLATIONS/ADMIN CITATIONS	36-49100-02-211
217	PARK ST W	\$4,563.00	CODE VIOLATIONS/ADMIN CITATIONS	36-65820-02-110
224-226	PARK ST W	\$594.00	CODE VIOLATIONS/ADMIN CITATIONS	36-65820-01-220
151	POPLAR ST W	\$2,700.00	CODE VIOLATIONS/ADMIN CITATIONS	36-46200-00-090
213-215	POPLAR ST W	\$540.00	CODE VIOLATIONS/ADMIN CITATIONS	36-26000-00-030
TOTAL ASSESSMENT		\$63,979.20		



CITY COUNCIL AGENDA REPORT

DATE:

November 3, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

11.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Comprehensive Plan Amendment to Implement South Concord Corridor Small Area Plan

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution #2025-122 approving a comprehensive plan amendment to implement the South Concord Corridor Small Area Plan.

OVERVIEW

Application

The Applicant is the City of South St. Paul. *The City Council approved the South Concord Corridor Small Area Plan at their June 16th meeting and directed City Staff to prepare a comprehensive plan amendment that would implement the plan's recommendations.*

Background

The City of South St. Paul is required by State Statute to adopt a 20-year Comprehensive Plan and update it at least every 10 years. That Plan (including its amendments) is considered to reflect the community's strategic direction through the year 2040. The City adopted its 2040 Comprehensive Plan in October of 2020. One of the Plan's tools is a "future land use map." As explained in more detail below, that map depicts how the Plan "guides" each parcel of land in the City. Future land use map guidance is significant because the City is expected to act consistently with its most current Comprehensive Plan when making rezoning decisions.

If the future land use map guides properties in a way that is inconsistent with the City's current strategic direction, the City should be actively working to address that inconsistency. Sometimes, the best way to address the inconsistency is to rezone the property so that it aligns with the future land use map's guiding. Other times, the best way to address the inconsistency is to amend the future land use map's guiding so that it aligns with current zoning.

The City recently undertook a major zoning study focused on the South Concord Corridor. This study was explicitly called for in the 2040 Comprehensive Plan as Action 4.3 of the Land Use

Chapter, Action 5.3 of the Economic Development Chapter, and Action 7.3 of the Transportation Chapter. At the conclusion of the zoning study, the City Council approved the South Concord Corridor Small Area Plan. The small area plan calls for comprehensive plan changes and zoning changes. One minor change to the comprehensive plan was made earlier this year as part of a small targeted amendment that re-guided several City-owned properties. The purpose of the proposed comprehensive plan amendment is to implement all the remaining changes to the comprehensive plan that are called for in the approved small area plan.

How the Comprehensive Plan Affects Zoning Decisions

The City's zoning code dictates what can and cannot take place on each piece of property within city limits, based on each property's designated zoning district. When a property owner wants to acquire a different set of development rights, they generally either need to convince the City Council to rezone their property to a different zoning district, or they need to convince the City Council to modify the rules for their zoning district so that they have additional development rights. The City needs to follow its comprehensive plan when making decisions about rezoning:

1. Legally, the City cannot rezone a piece of land unless the rezoning is consistent with the comprehensive plan. This usually means that the rezoning action needs to be consistent with the parcel's guidance on the future land use map.
2. In general, the City is legally obligated to adhere to its future land use map when responding to rezoning petitions from property owners. If a property owner's land is guided "Commercial" but currently zoned R-1 Single Family, for instance, that property owner has a legal right to expect that the City will rezone their land to some type of commercial zoning district if requested.
3. The City can only approve a rezoning request that does not match the current future land use map if the City first approves an amendment to its comprehensive plan. Comprehensive Plan amendments require a 4/5 supermajority of City Council members to vote "yes", so the bar is set higher than for a rezoning action which usually only requires a simple majority vote.

The existing zoning framework on the South Concord Corridor is not working well. For most properties on the corridor, the existing zoning either conflicts with future land use map guidance, conflicts with the way that the property owner is currently using their property, or conflicts with the way that the property owner wants to use their property in the future. The South Concord Corridor Small Area Plan lays out a step-by-step solution to resolving the corridor's zoning problems to help unlock each property's potential. In some cases, the fix involves creating a new zoning district. In other cases, the fix involves updating the standards of an existing zoning district. The City cannot undertake most of the rezoning actions called for in the South Concord

Corridor Small Area Plan until the comprehensive plan is updated to align with those rezoning actions.

Local Control Versus Metropolitan Council Control

The City has local control over the zoning map and can approve zoning changes that are consistent with the most current Comprehensive Plan. The City only has partial local control over the future land use map. To change the future land use map, the City Council needs to adopt a comprehensive plan amendment and submit the amendment for review by the Metropolitan Council, which is a layer of regional government appointed by the Governor to oversee land-use planning in the 7-County Metropolitan Area. Once the Metropolitan Council has approved the proposed amendment to the comprehensive plan, the City Council can put the amendment into effect.

South Concord Corridor Small Area Plan

As previously stated, the City Council approved the South Concord Corridor Small Area Plan in June of this year. A small area plan is a focused planning effort that provides a detailed vision and guidance for a specific, smaller geographic area within a larger community. Small area plans typically address issues such as land use, infrastructure, transportation, economic development, and urban design. The act of adopting a small area plan does not have any immediate effect on zoning or change the way that property owners can use their properties. Adopting a small area plan does not commit the City to making any specific zoning changes or any specific changes to its comprehensive plan. Rather, a small area plan is a visionary document that provides a framework for the City to look at updating its comprehensive plan, zoning map, zoning code, and subdivision ordinance to help achieve the vision for the small area.

The approved small area plan for the South Concord Corridor establishes a vision for the corridor and provides recommendations for creating a new zoning framework to implement that vision. The vision is firmly rooted in the results of the market study that was completed in 2024 during the first phase of the South Concord Corridor Study. City Staff feels confident that the market will respond well to the vision and that the vision accurately reflects what is realistically the "highest and best use" of the land in the South Concord Corridor. Making some or all the recommended changes to the City's zoning ordinance will hopefully lead to the private sector making meaningful investments along this corridor.

Summary of Proposed Updates to the Future Land Use Map

The following changes to the future land use map are proposed:

1. There are currently several medium-sized parcels on the east side of Concord Street that consist of small buildings with poor aesthetics and extensive exterior storage. These properties are mostly zoned GB-General Business today, although some properties right by Interstate 494 are zoned I-Industrial. The proposed South Concord Corridor Small Area Plan calls for creating a new "Business Flex" zoning district for this area which will

allow both commercial uses and light industrial uses. Parcels in this area are currently guided as either "mixed-use" or "light industrial" in the comprehensive plan and this area needs to be re-guided to "Commercial" in order to implement the small area plan's recommendation.

2. The South Concord Corridor Small Area Plan calls for creating a new "Industrial Flex" zoning district just south of Interstate 494 which would not include any properties with Concord Street frontage. This area would include the existing Twin City Hide and Tanning cow hide processing plant and tannery, and it would be the one part of the city that will continue to allow agricultural-industrial uses (with a conditional use permit). This area is mostly guided "light industrial" or "utility" in the comprehensive plan today, and it needs to be re-guided to "Industrial" to implement this recommendation.
3. Healy Mobile Home Park is currently zoned MH-Mobile Home and the small area plan does not call for changing that zoning in any way. However, the property should still be given future land use map guiding that fits with the surrounding properties. All of the properties to the north will be guided "commercial" and all of the properties to the south are already guided "mixed-use." The mobile home park should be guided "mixed-use" to match the adjacent properties.

The first two changes are essential to move forward with implementing the South Concord Corridor Small Area Plan. The third change is not essential and is more of a housekeeping item.

Summary of Proposed Text Amendments

The following changes to the text of the comprehensive plan are proposed:

1. Updates are being made to the definition of the "Commercial" and "Industrial" land use categories to better capture the nuances of the commercial, industrial, and mixed commercial-industrial areas in the South Concord Corridor.
2. The Land Use Plan divides the community up into 12 different "Planning Districts" and has a narrative about each district's existing status and potential for future development. Planning District 10 and Planning District 11 each contain part of the South Concord Corridor. The narrative for those two planning districts should be updated to reflect the adoption of the South Concord Corridor Small Area Plan.
3. The City is planning to extend Verderosa Avenue to the south in order to serve the planned development of the City-owned MCES site and the privately owned Danner property. The Parks, Trails, and Recreation Chapter needs to be updated to incorporate the road extension and make it clear that the area west of the road will be a development area and the area east of the road will be open space, natural areas, and recreational areas.

Discussion

Earlier this year, the Planning Commission and City Council reviewed and approved the South Concord Corridor Small Area Plan. The proposed comprehensive plan amendment would implement exactly what is called for in the small area plan.

As part of its approval, the Metropolitan Council may require the City to update some of its tables and figures throughout the comprehensive plan to reflect changes in total acreage for each land use category. This task can be accomplished administratively by City Staff before the comprehensive plan amendment is officially enacted.

Initial Comments from Metropolitan Council

Staff reviewed the proposal with South St. Paul's Metropolitan Council sector representative Merritt Clapp-Smith. She expects that the Metropolitan Council will approve the proposed amendment.

Comments from Adjacent and Affected Jurisdictions

The Metropolitan Council requires the City to provide all adjacent jurisdictions with a formal opportunity to comment on proposed comprehensive plan amendments. Staff sent out an invitation to comment on September 2nd. The other jurisdictions technically have 60 days to provide comments, but they were encouraged to submit their comments prior to this public hearing if at all possible.

- The City of Inver Grove Heights commented that they support the proposed amendment.
- The City received “no comment” responses from the Inver Grove Heights School District, the City of Newport, the City of Saint Paul, the City of West St. Paul, Washinton County, Ramsey County, South Washington Watershed District, the Metropolitan Airports Commission, and the Lower Mississippi River Watershed Management Organization.
- Dakota County provided four comments on the amendment which were all related to the proposed extension to Verderosa Avenue:
 1. Locating the new local road alignment as far west as practical would create more separation between the trailhead and the road, and be a better experience for park and greenway visitors. *City Engineer Response: Our road alignment is fairly set as we have to leave adequate space for the community garden, account for*

stormwater management, and work with the levee alignment and elevation.

2. Similarly, moving the proposed road alignment as far west as practical from the Mississippi River Greenway trail is desirable. *City Engineer Response: The closest the new street is to the trail is approximately 49 ft. We can consider putting some vegetation here, but we cannot put trees there as it is on the levee.*
3. The City may wish to consider using a roadway design that is more like a parkway, buffering the road from the trailhead with trees and native plants. *City Engineer Response: Boulevard trees will be planted where feasible. Most of the east/west portion of the roadway will be on top of the levee and we will not be able to put trees in that area.*
4. The City may wish to consider designing the new roadway with a sidewalk or local trail to provide safe access to the Mississippi River Greenway trail. *City Engineer Response: A sidewalk is proposed along one side of the street. Trail connections are being considered.*

Planning Commission Public Hearing

The Planning Commission held a public hearing on the proposed amendment at their October 1, 2025 meeting. No members of the public submitted comments aside from the adjacent and affected jurisdictions. The Planning Commission asked a number of clarifying questions before voting to recommend approval with a 5-0 vote.

Recommended Action

Staff and the Planning Commission recommend approval of Resolution #2025-122 Approving a Comprehensive Plan amendment to implement the South Concord Corridor Small Area Plan.

LINKS

[South St. Paul 2040 Comprehensive Plan](#)

[South Concord Corridor Market Study](#)

[South Concord Corridor Small Area Plan](#)

SOURCE OF FUNDS

NA

ATTACHMENTS

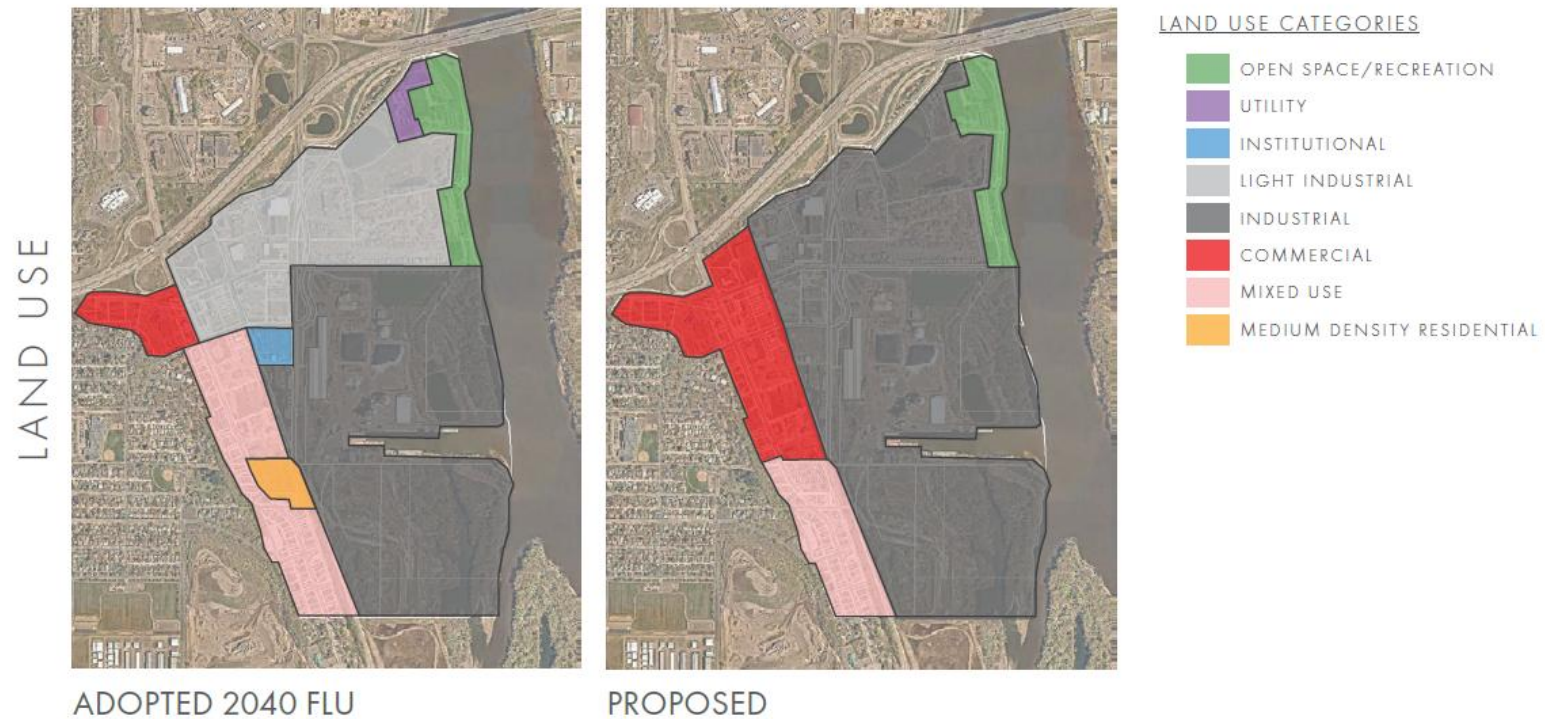
1. South Concord Corridor Small Area Plan's Recommended Changes to Future Land Use Map
2. Existing Future Land Use Map
3. Proposed Future Land Use Map

4. Proposed Text Amendments
5. Proposed Future Land Use Map Acreage Changes
6. Resolution 2025-122

ATTACHMENT 1

SOUTH CONCORD CORRIDOR SMALL AREA PLAN'S RECOMMENDED CHANGES TO FUTURE LAND USE MAP

Figure 12. Land Use Changes



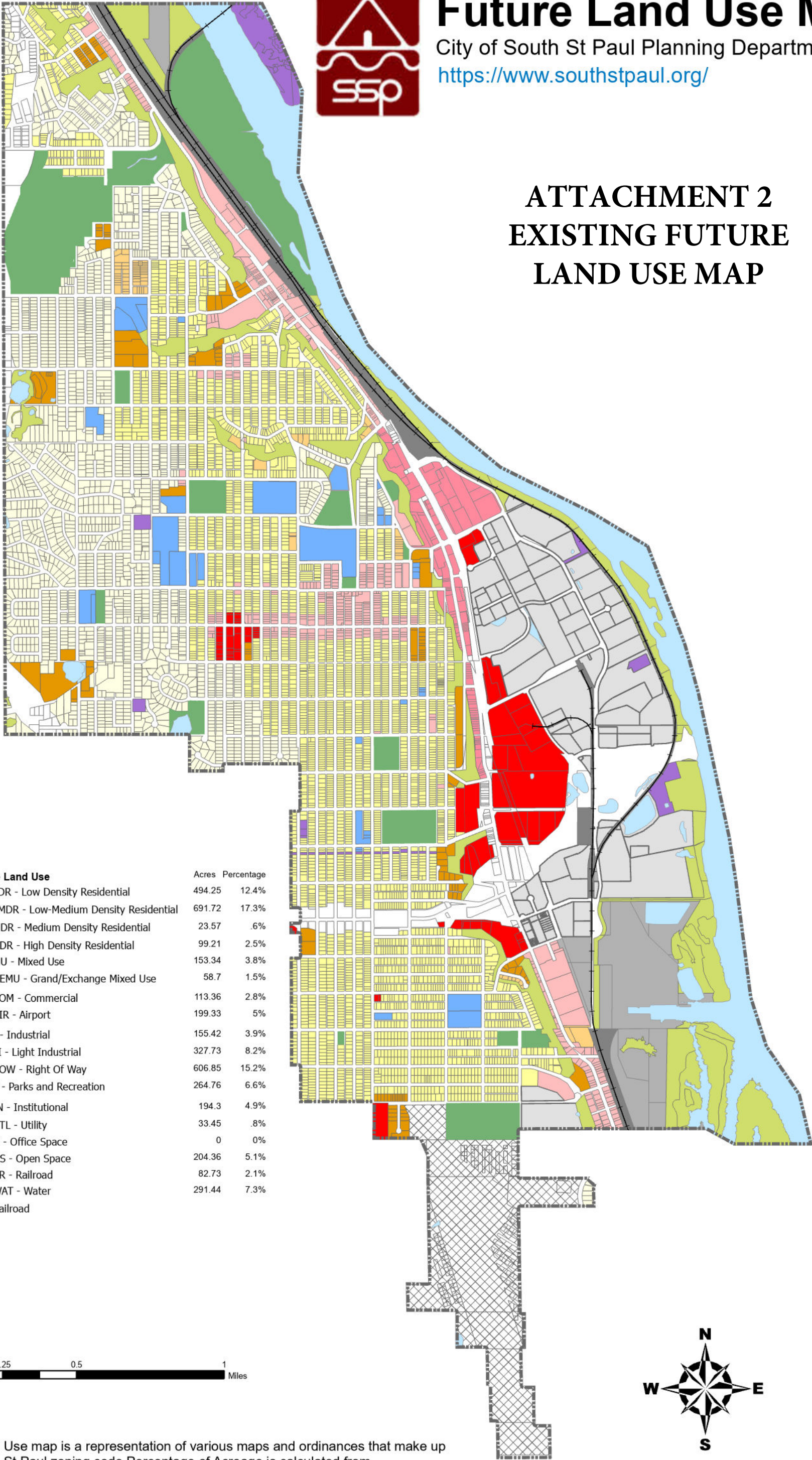
Note: The lone blue “Institutional” parcel was already re-guided to “Industrial” via a comprehensive plan amendment that was enacted on July 21st following Metropolitan Council approval on June 24th.



Future Land Use Map

City of South St Paul Planning Department
<https://www.southstpaul.org/>

ATTACHMENT 2 EXISTING FUTURE LAND USE MAP



Res. Density Units/Acre	Future Land Use	Acres	Percentage
1-5	LDR - Low Density Residential	494.25	12.4%
6-15	LMDR - Low-Medium Density Residential	691.72	17.3%
6-20	MDR - Medium Density Residential	23.57	.6%
13-60	HDR - High Density Residential	99.21	2.5%
13-60	MU - Mixed Use	153.34	3.8%
25-75	GEMU - Grand/Exchange Mixed Use	58.7	1.5%
	COM - Commercial	113.36	2.8%
	AIR - Airport	199.33	5%
	I - Industrial	155.42	3.9%
	LI - Light Industrial	327.73	8.2%
	ROW - Right Of Way	606.85	15.2%
	P - Parks and Recreation	264.76	6.6%
	IN - Institutional	194.3	4.9%
	UTL - Utility	33.45	.8%
	O - Office Space	0	0%
	OS - Open Space	204.36	5.1%
	RR - Railroad	82.73	2.1%
	WAT - Water	291.44	7.3%
	Railroad		

The Future Land Use map is a representation of various maps and ordinances that make up the City of South St.Paul zoning code.Percentage of Acreage is calculated from county parcel data. Results are representational and not to be used for purposes other than zoning. For detail information pertaining to a specific property or zoning district, please contact the City of South St.Paul Planning Department at <http://www.southstpaul.org/>

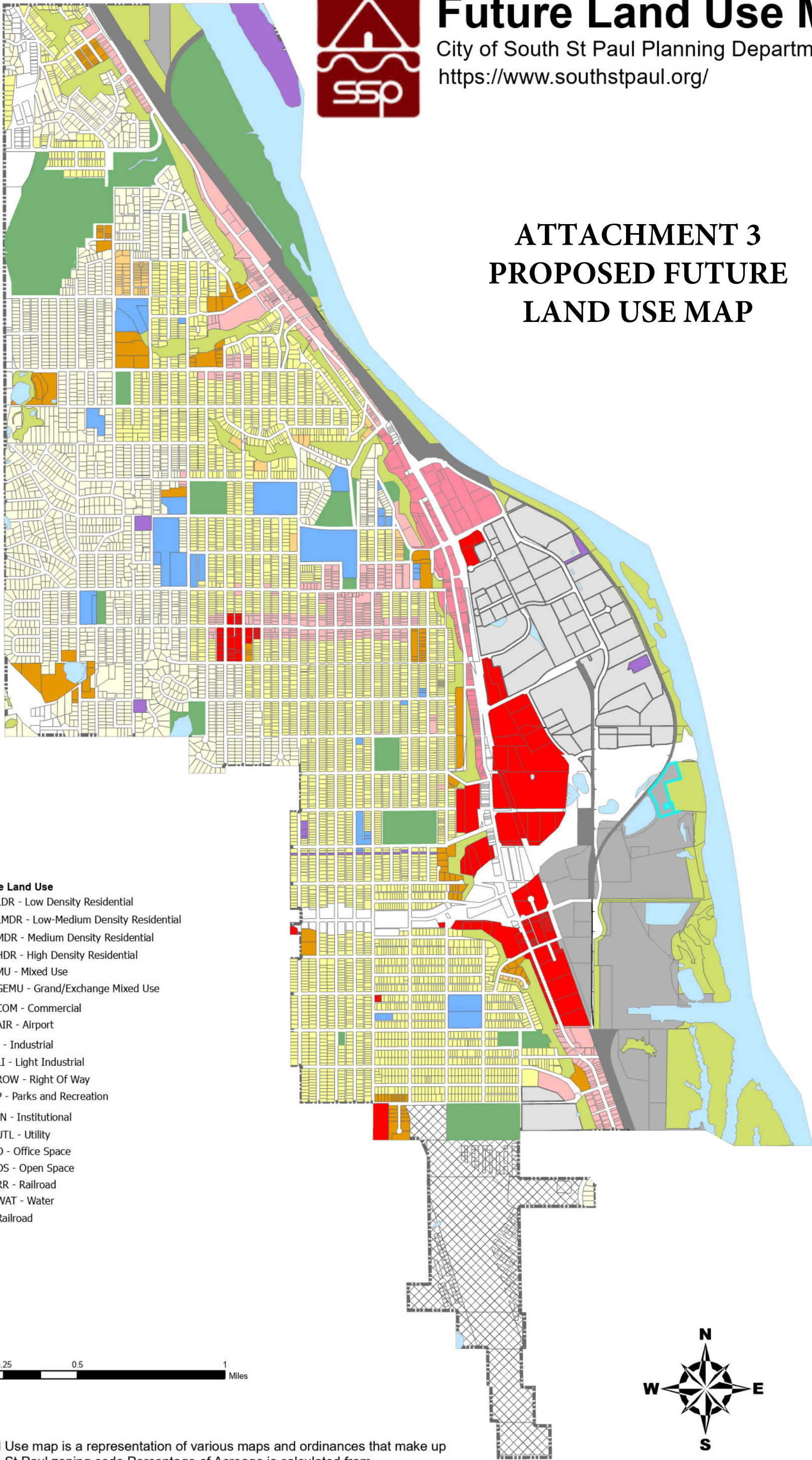
Print Date: Monday July 21, 2025
Approved: July 21, 2025
Prepared by: South St Paul GIS



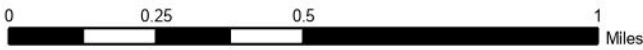
Future Land Use Map

City of South St Paul Planning Department
<https://www.southstpaul.org/>

ATTACHMENT 3 PROPOSED FUTURE LAND USE MAP



Res. Density Units/Acre	Future Land Use
1-5	LDR - Low Density Residential
6-15	LMDR - Low-Medium Density Residential
6-20	MDR - Medium Density Residential
13-60	HDR - High Density Residential
13-60	MU - Mixed Use
25-75	GEMU - Grand/Exchange Mixed Use
	COM - Commercial
	AIR - Airport
	I - Industrial
	LI - Light Industrial
	ROW - Right Of Way
	P - Parks and Recreation
	IN - Institutional
	UTL - Utility
	O - Office Space
	OS - Open Space
	RR - Railroad
	WAT - Water
	Railroad



The Future Land Use map is a representation of various maps and ordinances that make up the City of South St.Paul zoning code.Percentage of Acreage is calculated from county parcel data. Results are representational and not to be used for purposes other than zoning. For detail information pertaining to a specific property or zoning district, please contact the City of South St.Paul Planning Department at <http://www.southstpaul.org/>

Print Date: Monday, October 13, 2025
Last Updated: December 5, 2022
Prepared by: South St Paul GIS

ATTACHMENT 4
PROPOSED TEXT AMENDMENTS
PROPOSED TEXT CHANGES TO FUTURE LAND USE CHAPTER

From Page 4-64 through 4-66:

Future Land Use designations

MU: Mixed-Use (13 or 25 - 60 or 75 u/ac):

The Mixed-Use category is intended to allow for developments which combine residential, office, retail, and commercial uses through planned development. These uses may be mixed within the same building (vertical mixed use) or may be in separate buildings that are mixed within the same area (horizontal mixed use). Overall, throughout all mixed-use areas, 40% of development is expected to be residential.

The exact mix of uses will depend on the site and will need to be sensitive to the development context. Mixed-use development within the Southview Hill area is expected to be of lesser scale than sites identified along Concord Street due to the size of remaining developable sites and the context of the surrounding neighborhood.

The minimum density in this category is 13 units per acre except in the Grand/Exchange Mixed-Use area where the minimum density is 25 units per acre. The maximum density in this category is 60 units per acre except in the Grand/Exchange Mixed-Use area the maximum density is 75 units per acre. District-wide, the City expects new development to meet minimum density requirements but individual infill projects in mixed-use areas may not always meet the minimum. The City expects that many development projects in mixed-use areas will not include any dwelling units and some smaller infill projects, including small vertical mixed-use buildings, may include a number of dwelling units that falls short of meeting the minimum requirement.

Mixed Use sites that include high density residential buildings should utilize the criteria listed above for multifamily development when siting buildings and use design to ensure that the proposed building is sensitive to the context of the development site.

COM: Commercial:

Includes retail sales/services, restaurants, hotels/motels, and for-profit entertainment/recreational facilities as well as general office buildings. It is expected that at least part of the commercially guided area south of Interstate 494 and east of Concord Street will also include industrial uses that have been determined to be compatible with commercial development along the Concord Street corridor.

LI: Light Industrial:

Includes office-warehouse, office-showroom, warehousing and storage, assembly and light manufacturing, utility installations, offices. Retail sales are also permitted as an accessory use on light industrial sites.

Light Industrial uses are found throughout BridgePoint Business Park (the area bordered by Concord Street on the west, the Mississippi River on the east, and I-494 on the south) and also some properties south of I-494 in high visibility areas. Metropolitan Council equivalent is part of “Industrial”.

I: Industrial:

Includes anything that could go into a light industrial area, as well as some remaining general industrial uses such as the barge/bulk terminal, warehousing and storage, and some railroad uses. Some industrial areas may also allow animal processing uses as long as adequate controls are in place to prevent odor pollution and other nuisances. Industrial uses are generally located to the south of I-494 and east of Concord Street. The Metropolitan Council equivalent is part of “Industrial”.

From Page 4-89 through 4-92

District 10

Planning District 10 is bordered on the west by the City’s western border/9th Avenue, on the north by Interstate 494, on the east by Concord Street, and on the south by South Street.

Land Use Issues

Planning District 10 is dominated by small lot single-family homes and some duplex uses. The majority of the homes in this area were built since 1945. Kaposia Education Center, built in 1996, is the elementary school and ECFE site in this district and is the newest school in the community. Below the bluff, the district also includes a large commercial car dealership site and the western side of the properties along Concord Street South which area a mixture of residential and commercial uses. High-density residential apartment uses are present at the northwest corner of the district and the northeast corner across from the car dealership. The area includes two smaller parks and is across the street from the large McMorro Field (District 12). At the southeastern corner of the district is the northern half of the Dawn Way landfill site. The demolition landfill straddles the border between South St. Paul and Inver Grove Heights and is currently operated by Frattalone companies.

Future Land Use

Areas of future development for District 10 are anticipated in a few locations; the west side of Concord Street, the Dawn Way landfill site, and the vacant parcel at the corner of South Street and 5th Avenue South. The parcel at South Street and 5th Avenue South had zoning approval for a 28-unit apartment building in the summer of 2017 but the development never occurred. The area is guided for High Density Residential and

zoned for multifamily residential development.

When the Dawn Way Landfill site was last purchased, one part of the agreement was a land use plan for the eventual redevelopment after closure of the landfill site. The plan for the site included primarily light industrial uses with an area of low residential and mixed-use along the northern portion of the site abutting the existing residential uses. The landfill site land use plan also included a possible road or transportation link through the site that could connect from Henry Avenue at the top of the hill to Poplar Street at the bottom.

The west side of Concord Street was given new guidance via the South Concord Corridor Small Area Plan which was approved on June 16, 2025. The plan calls for the northern part of the corridor to remain “commercial” while the southern part of the corridor will be guided as “mixed use” to allow infill development which is integrated with the existing residential neighborhood. ~~south of Richmond Street is a mixture of businesses and homes that abut the toe of the bluff. These properties have been guided as mixed-use. though further study will be necessary to determine the best mixture of land uses both on the west side of Concord Street and those across Concord Street which are in Planning District 11.~~

District 11

Planning District 11 is bordered on the west by Concord Street, on the north by Interstate 494, on the east by the Mississippi River, and on the south by the City’s southern border at Linden Street.

Land Use Issues

The land uses in Planning District 11 are a range of industrial, commercial, and some residential uses. The area includes one of the largest privately owned properties in the community, the 90+ acre Kinder Morgan – Dakota Bulk plant which deals in bulk commodities transported by barge or rail. The area also includes a gun club site, the only manufactured home park in the city, a smattering of single-family homes, and the 30+ acre Danner site. The Mississippi River Regional Trail (MRRT) winds its way along the river through this district and then along the Union Pacific Railroad tracks before continuing into Inver Grove Heights. At the northeast corner of this district is the DNR boat launch property, which includes a fishing pier, the only public boat launch site in the community, and on the property’s western side, is the community garden.

Future Land Use

The area north of Richmond Street and the regional trail includes properties that are very visible from Interstate 494 and are an area that the City again is stressing the importance of aesthetics, and trying to minimize areas of exterior storage. Similar to District 9, this area also has a continued emphasis on reducing the impact of odor generating land uses. New land uses and expansions require determination to confirm that the land use will not generate objectionable odors, while the City teams with a consulting company to help determine the sources of odor complaints for existing uses.

The Danner property is the largest development site in the community and the character and appearance of development at this location is vital to the community's development potential in the BridgePoint area or this office/industrial area south of the Wakota Bridge. The City has worked with ownership and prospective developers to get necessary approvals in place to allow development of the site.

The City Council approved the South Concord Corridor Small Area Plan on June 16, 2025. This plan calls for commercial/industrial development along Concord Street itself with a high level of attention to aesthetics along the Concord Street frontage. Most of the land that is not along Concord Street is guided "Industrial" and the plan calls for separating this area into two different zoning districts, one of which will allow animal processing uses with carefully formulated performance standards to prevent nuisances such as odors. Per the adopted plan, properties at the southern end of the Concord Street Corridor will be guided "mixed-use" to allow context-sensitive infill development that augments the existing residential neighborhood which also contains some small businesses. The properties on the east side of Concord Street and between Richmond Street and Spruce Street are guided for mixed use but many of these parcels have been contractor's yards and similar uses in the past. In addition, the sites have a split zoning with the western half being commercial and the eastern half as industrial. The mixed-use designation would be consistent with planned future land uses on the west side of Concord Street and could help to provide a buffer between the industrial uses to the east and residential properties west of Concord Street. Additional study of these parcels will be necessary to refine the land uses and determine the market for the properties.

PROPOSED CHANGES TO THE PARKS, TRAILS, AND RECREATION CHAPTER

Goal 9.6: Work with public owners of land to develop additional recreational facilities within the Critical Area/MRCCA corridor:

Policy 9.6.1: Convert the portion of the former Metropolitan Council Environmental Services (MCES) land along the Mississippi River on the east side of the planned extension of Verderosa Avenue into ~~recreational facilities or~~ open space for the City, per the standards and guidelines of Executive Order 79-19. This shall include working with MRCCA to improve and restore natural habitat and restore natural vegetation.

Policy 9.6.2: Develop the Wakota Trailhead and Overlook at the DNR Boat Launch site and adjacent trail property.

Policy 9.6.3: Cooperate with the Cities of Saint Paul, Inver Grove Heights, and Dakota County to connect the Mississippi River Regional Trail (MRRT) with other recreational facilities in the region, per the standards and requirements of Executive Order 79-19.

Action 9.6: Convert the portion of the former Metropolitan Council Environmental Services (MCES) land along the Mississippi River <u>on the east side of the planned extension of Verderosa Avenue into</u> into recreational facilities or open space for the City » Per the standards and guidelines of Executive Order 79-19 » This shall include working with MRCCA to improve and restore natural habitat and restore natural vegetation	5-10	*Critical Area I
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ATTACHMENT 5
PROPOSED FUTURE LAND USE MAP ACREAGE CHANGES

The Following Acreage Changes are Being Proposed for Each Land Use Category:

1. 18.46 acres of land that is currently guided “Mixed-Use” will be instead guided “Commercial.
2. 11.89 acres of land that is currently guided “Light Industrial” will be instead guided “Commercial.”
3. 82.49 acres of land that is currently guided “Light Industrial” will be instead guided “Industrial.”
4. 3.42 acres of land that is currently guided “Medium Density Residential” will be instead guided “Mixed-Use.”
5. 5.57 acres of land that is currently guided “Utility” will be instead guided “Industrial.”

Table 4.2: Future Land Use 2040

Future Land Use	Gross Acres	%
LDR - Low Density Residential	494.25	12.4%
LMDR - Low-Medium Density Residential	691.72	17.3%
MDR - Medium Density Residential	23.57	0.6%
HDR - High Density Residential	99.21	2.5%
MU - Mixed Use	153.34 <u>138.30</u>	3.8% <u>3.5%</u>
GEMU- Grand/Exchange Mixed Use	58.7	1.5%
COM - Commercial	121.48 <u>151.83</u>	3.0% <u>3.8%</u>
AIR - Airport	199.33	5.0%
I - Industrial	160.08 <u>248.14</u>	4.0% <u>6.2%</u>
LI - Light Industrial	327.73 <u>233.35</u>	8.2% <u>5.8%</u>
ROW - Right of Way	606.61	15.2%
P - Parks and Recreation	264.76	6.6%
IN - Institutional	192.67	4.8%
UTL - Utility	33.45 <u>27.88</u>	0.8% <u>0.7%</u>
O - Office	0.00	0.0%
OS - Open Space	201.33	5.0%
RR - Railroad	82.73	2.1%
WAT - Water	291.44	7.3%
	3,993.56	100.00%

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2025-122

**A RESOLUTION APPROVING AN AMENDMENT TO THE 2040 COMPREHENSIVE
PLAN TO IMPLEMENT THE SOUTH CONCORD CORRIDOR SMALL AREA PLAN**

WHEREAS, the City of South St. Paul enacted its 2040 Comprehensive Plan on October 19, 2020 following the Metropolitan Council's approval of the plan at their regular meeting on September 23, 2020; and

WHEREAS, the 2040 Comprehensive Plan contains a future land use map that provides land use guidance for all parcels within city limits; and

WHEREAS, Action 4.3, Action 5.3, and Action 7.3 of the 2040 Comprehensive Plan call for updating the South Concord Corridor Plan which was established in 2009 and had an unadopted update in 2012; and

WHEREAS, the City undertook a project to update the South Concord Corridor Plan which involved a market study and series of public meetings with the Planning Commission and City Council during 2024 and early 2025; and

WHEREAS, the City Council approved the South Concord Corridor Small Area Plan at their June 16, 2025 meeting; and

WHEREAS, the adopted South Concord Corridor Small Area Plan calls for specific changes to the 2040 Comprehensive Plan's future land use map and also calls for minor text amendments in support of those changes; and

WHEREAS, the South St. Paul City Council directed staff to prepare a comprehensive plan amendment to implement the South Concord Corridor Small Area Plan; and

WHEREAS, notice of the proposed comprehensive plan amendment was sent to adjacent and affected jurisdictions via email on September 2, 2025 and the 60-day comment period ended on November 1, 2025; and

WHEREAS, the Planning Commission held a public hearing for the proposed comprehensive plan amendment at their regular meeting on October 1, 2025. After considering the amendment and all public comments, they recommended approval of the amendment with a 5-0 vote; and

WHEREAS, the City of South St. Paul understands that the Metropolitan Council may issue advisory comments as part of an approval; and

WHEREAS, Minnesota Statutes section 473.858 requires a local governmental unit to submit proposed comprehensive plan amendments to the Metropolitan Council following recommendation by the planning commission and after consideration but before final approval by the governing body of the local governmental unit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota as follows:

1. The Planning Manager is directed to submit the comprehensive plan amendment implementing the South Concord Corridor Small Area Plan.
2. The Planning Manager shall work with the City's consultants and the Metropolitan Council to respond to any advisory comments given by the Metropolitan Council as part of their approval.

Adopted this 3rd day of November, 2025

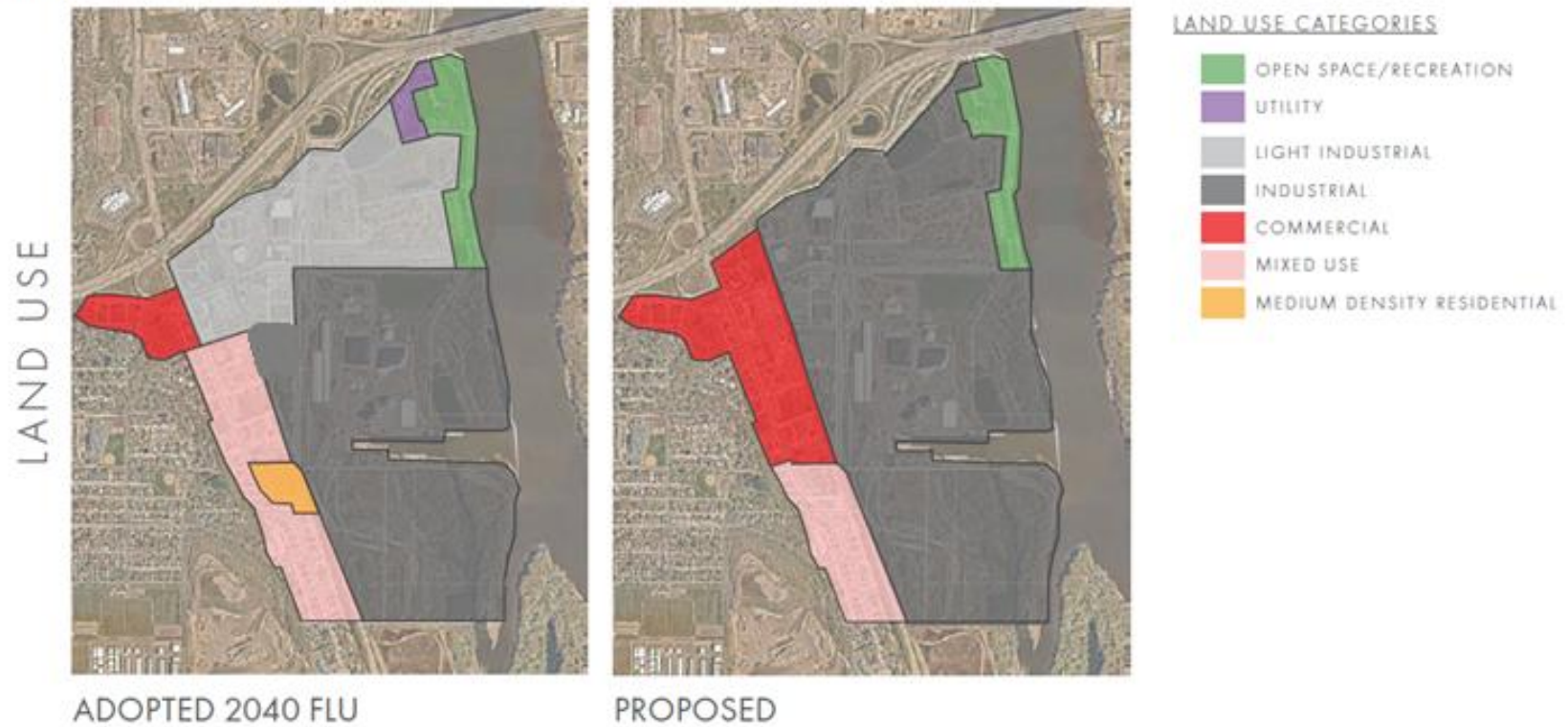
City Clerk

ATTACHMENTS

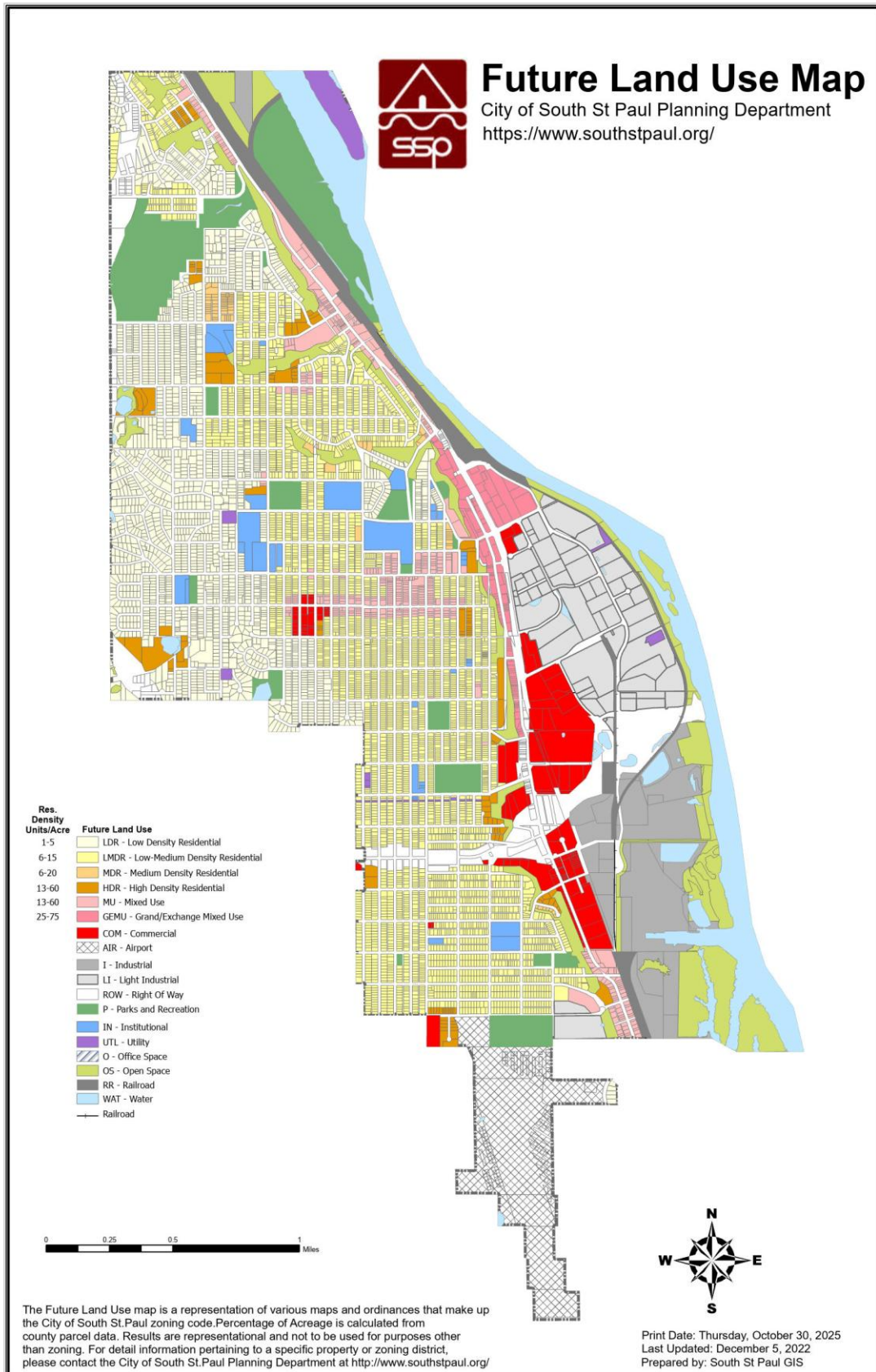
- A- Proposed Future Land Use Map Changes
- B- Proposed Future Land Use Map
- C- Proposed Future Land Use Map Acreage Changes
- D- Proposed Future Land Use Map Acreage Table
- E- Proposed Text Amendments

ATTACHMENT A PROPOSED FUTURE LAND USE MAP CHANGES

Figure 12. Land Use Changes



ATTACHMENT B PROPOSED FUTURE LAND USE MAP



ATTACHMENT C
PROPOSED FUTURE LAND USE MAP ACREAGE CHANGES

The Following Acreage Changes are Being Proposed for Each Land Use Category:

1. 18.46 acres of land that is currently guided “Mixed-Use” will be instead guided “Commercial.”
2. 11.89 acres of land that is currently guided “Light Industrial” will be instead guided “Commercial.”
3. 82.49 acres of land that is currently guided “Light Industrial” will be instead guided “Industrial.”
4. 3.42 acres of land that is currently guided “Medium Density Residential” will be instead guided “Mixed-Use.”
5. 5.57 acres of land that is currently guided “Utility” will be instead guided “Industrial.”

ATTACHMENT D

PROPOSED FUTURE LAND USE MAP ACREAGE TABLE

Table 4.2: Future Land Use 2040

Future Land Use	Gross Acres	%
LDR - Low Density Residential	494.25	12.4%
LMDR - Low-Medium Density Residential	691.72	17.3%
MDR - Medium Density Residential	23.57	0.6%
HDR - High Density Residential	99.21	2.5%
MU - Mixed Use	153.34 <u>138.30</u>	3.8% <u>3.5%</u>
GEMU- Grand/Exchange Mixed Use	58.7	1.5%
COM - Commercial	121.48 <u>151.83</u>	3.0% <u>3.8%</u>
AIR - Airport	199.33	5.0%
I - Industrial	160.08 <u>248.14</u>	4.0% <u>6.2%</u>
LI - Light Industrial	327.73 <u>233.35</u>	8.2% <u>5.8%</u>
ROW - Right of Way	606.61	15.2%
P - Parks and Recreation	264.76	6.6%
IN - Institutional	192.67	4.8%
UTL - Utility	33.45 <u>27.88</u>	0.8% <u>0.7%</u>
O - Office	0.00	0.0%
OS - Open Space	201.33	5.0%
RR - Railroad	82.73	2.1%
WAT - Water	291.44	7.3%
	3,993.56	100.00%

ATTACHMENT E

PROPOSED TEXT AMENDMENTS

PROPOSED TEXT CHANGES TO FUTURE LAND USE CHAPTER

From Page 4-64 through 4-66:

Future Land Use designations

MU: Mixed-Use (13 or 25 - 60 or 75 u/ac):

The Mixed-Use category is intended to allow for developments which combine residential, office, retail, and commercial uses through planned development. These uses may be mixed within the same building (vertical mixed use) or may be in separate buildings that are mixed within the same area (horizontal mixed use). Overall, throughout all mixed-use areas, 40% of development is expected to be residential.

The exact mix of uses will depend on the site and will need to be sensitive to the development context. Mixed-use development within the Southview Hill area is expected to be of lesser scale than sites identified along Concord Street due to the size of remaining developable sites and the context of the surrounding neighborhood.

The minimum density in this category is 13 units per acre except in the Grand/Exchange Mixed-Use area where the minimum density is 25 units per acre. The maximum density in this category is 60 units per acre except in the Grand/Exchange Mixed-Use area the maximum density is 75 units per acre. District-wide, the City expects new development to meet minimum density requirements but individual infill projects in mixed-use areas may not always meet the minimum. The City expects that many development projects in mixed-use areas will not include any dwelling units and some smaller infill projects, including small vertical mixed-use buildings, may include a number of dwelling units that falls short of meeting the minimum requirement.

Mixed Use sites that include high density residential buildings should utilize the criteria listed above for multifamily development when siting buildings and use design to ensure that the proposed building is sensitive to the context of the development site.

COM: Commercial:

Includes retail sales/services, restaurants, hotels/motels, and for-profit entertainment/recreational facilities as well as general office buildings. It is expected that at least part of the commercially guided area south of Interstate 494 and east of Concord Street will also include industrial uses that have been determined to be compatible with commercial development along the Concord Street corridor.

LI: Light Industrial:

Includes office-warehouse, office-showroom, warehousing and storage, assembly and light manufacturing, utility installations, offices. Retail sales are also permitted as an accessory use on light industrial sites.

Light Industrial uses are found throughout BridgePoint Business Park (the area bordered by Concord Street on the west, the Mississippi River on the east, and I-494 on the south) and also some properties south of I-494 in high visibility areas. Metropolitan Council equivalent is part of "Industrial".

I: Industrial:

Includes anything that could go into a light industrial area, as well as some remaining general industrial uses such as the barge/bulk terminal, warehousing and storage, and some railroad uses. Some industrial areas may also allow animal processing uses as long as adequate controls are in place to prevent odor pollution and other nuisances. Industrial uses are generally located to the south of I-494 and east of Concord Street. The Metropolitan Council equivalent is part of "Industrial".

From Page 4-89 through 4-92

District 10

Planning District 10 is bordered on the west by the City's western border/9th Avenue, on the north by Interstate 494, on the east by Concord Street, and on the south by South Street.

Land Use Issues

Planning District 10 is dominated by small lot single-family homes and some duplex uses. The majority of the homes in this area were built since 1945. Kaposia Education Center, built in 1996, is the elementary school and ECFE site in this district and is the newest school in the community. Below the bluff, the district also includes a large commercial car dealership site and the western side of the properties along Concord Street South which area a mixture of residential and commercial uses. High-density residential apartment uses are present at the northwest corner of the district and the northeast corner across from the car dealership. The area includes two smaller parks and is across the street from the large McMorro Field (District 12). At the southeastern corner of the district is the northern half of the Dawn Way landfill site. The demolition landfill straddles the border between South St. Paul and Inver Grove Heights and is currently operated by Frattalone companies.

Future Land Use

Areas of future development for District 10 are anticipated in a few locations; the west side of Concord Street, the Dawn Way landfill site, and the vacant parcel at the corner of South Street and 5th Avenue South. The parcel at South Street and 5th Avenue South had zoning approval for a 28-unit apartment building in the summer of 2017 but the development never occurred. The area is guided for High Density Residential and

zoned for multifamily residential development.

When the Dawn Way Landfill site was last purchased, one part of the agreement was a land use plan for the eventual redevelopment after closure of the landfill site. The plan for the site included primarily light industrial uses with an area of low residential and mixed-use along the northern portion of the site abutting the existing residential uses. The landfill site land use plan also included a possible road or transportation link through the site that could connect from Henry Avenue at the top of the hill to Poplar Street at the bottom.

The west side of Concord Street was given new guidance via the South Concord Corridor Small Area Plan which was approved on June 16, 2025. The plan calls for the northern part of the corridor to remain “commercial” while the southern part of the corridor will be guided as “mixed use” to allow infill development which is integrated with the existing residential neighborhood. ~~south of Richmond Street is a mixture of businesses and homes that abut the toe of the bluff. These properties have been guided as mixed use, though further study will be necessary to determine the best mixture of land uses both on the west side of Concord Street and those across Concord Street which are in Planning District 11.~~

District 11

Planning District 11 is bordered on the west by Concord Street, on the north by Interstate 494, on the east by the Mississippi River, and on the south by the City’s southern border at Linden Street.

Land Use Issues

The land uses in Planning District 11 are a range of industrial, commercial, and some residential uses. The area includes one of the largest privately owned properties in the community, the 90+ acre Kinder Morgan – Dakota Bulk plant which deals in bulk commodities transported by barge or rail. The area also includes a gun club site, the only manufactured home park in the city, a smattering of single-family homes, and the 30+ acre Danner site. The Mississippi River Regional Trail (MRRT) winds its way along the river through this district and then along the Union Pacific Railroad tracks before continuing into Inver Grove Heights. At the northeast corner of this district is the DNR boat launch property, which includes a fishing pier, the only public boat launch site in the community, and on the property’s western side, is the community garden.

Future Land Use

The area north of Richmond Street and the regional trail includes properties that are very visible from Interstate 494 and are an area that the City again is stressing the importance of aesthetics, and trying to minimize areas of exterior storage. Similar to District 9, this area also has a continued emphasis on reducing the impact of odor generating land uses. New land uses and expansions require determination to confirm that the land use will not generate objectionable odors, while the City teams with a consulting company to help determine the sources of odor complaints for existing uses.

The Danner property is the largest development site in the community and the character and appearance of development at this location is vital to the community's development potential in the BridgePoint area or this office/industrial area south of the Wakota Bridge. The City has worked with ownership and prospective developers to get necessary approvals in place to allow development of the site.

The City Council approved the South Concord Corridor Small Area Plan on June 16, 2025. This plan calls for commercial/industrial development along Concord Street itself with a high level of attention to aesthetics along the Concord Street frontage. Most of the land that is not along Concord Street is guided "Industrial" and the plan calls for separating this area into two different zoning districts, one of which will allow animal processing uses with carefully formulated performance standards to prevent nuisances such as odors. Per the adopted plan, properties at the southern end of the Concord Street Corridor will be guided "mixed-use" to allow context-sensitive infill development that augments the existing residential neighborhood which also contains some small businesses. The properties on the east side of Concord Street and between Richmond Street and Spruce Street are guided for mixed use but many of these parcels have been contractor's yards and similar uses in the past. In addition, the sites have a split zoning with the western half being commercial and the eastern half as industrial. The mixed-use designation would be consistent with planned future land uses on the west side of Concord Street and could help to provide a buffer between the industrial uses to the east and residential properties west of Concord Street. Additional study of these parcels will be necessary to refine the land uses and determine the market for the properties.

PROPOSED CHANGES TO THE PARKS, TRAILS, AND RECREATION CHAPTER

Goal 9.6: Work with public owners of land to develop additional recreational facilities within the Critical Area/MRCCA corridor:

Policy 9.6.1: Convert the portion of the former Metropolitan Council Environmental Services (MCES) land along the Mississippi River on the east side of the planned extension of Verderosa Avenue into ~~recreational facilities or~~ open space for the City, per the standards and guidelines of Executive Order 79-19. This shall include working with MRCCA to improve and restore natural habitat and restore natural vegetation.

Policy 9.6.2: Develop the Wakota Trailhead and Overlook at the DNR Boat Launch site and adjacent trail property.

Policy 9.6.3: Cooperate with the Cities of Saint Paul, Inver Grove Heights, and Dakota County to connect the Mississippi River Regional Trail (MRRT) with other recreational facilities in the region, per the standards and requirements of Executive Order 79-19.

Action 9.6: Convert the portion of the former Metropolitan Council Environmental Services (MCES) land along the Mississippi River <u>on the east side of the planned extension of Verderosa Avenue into</u> into recreational facilities or open space for the City » Per the standards and guidelines of Executive Order 79-19 » This shall include working with MRCCA to improve and restore natural habitat and restore natural vegetation	5-10	*Critical Area I
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