Richfield City Council Agenda
October 28, 2025 -- 7:00 PM

Richfield Municipal Center
Council Chambers
6700 Portland Avenue South

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of the Agenda**
4. **Approval of Minutes**
   a. **Approval of the Minutes of the (1) City Council Work Session from October 14, 2025, and (2) City Council Regular Meeting from October 14, 2025.**
5. **Open Forum**

   Participants can share their comments in person, by voicemail, or email, and may also request to participate virtually. For more information on submitting comments, refer to the Council Agenda and Minutes page on richfieldmn.gov/citycouncil
6. **Proclamations and Presentations**
   a. **20th Annual Great Pumpkin Giveaway Coloring Contest Winners**
   b. **Arts Commission Annual Report**
   c. **Human Rights Commission Annual Report**
   d. **Transportation Commission Annual Report**
7. **Consent Calendar**

   Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.
   a. **Approve Disbursements/Claims**
   b. **2026 Benefit Contributions**
   c. **Consider a correction to the legal description for Resolution #11548, from 2018, for RF64.**
   d. **Second reading of a transitory ordinance providing funding for certain capital improvements from the Liquor Contribution Special Revenue Fund.**
8. **Consideration of Items, if Any Removed From Consent Calendar**
9. **Public Hearings**
   a. **I-494 Vision Project 2 - Municipal Consent Public Hearing**
10. **Proposed Ordinances**
    a. **Consider second reading of an ordinance imposing a tax on lodging and repealing and replacing in its entirety Chapter 14 of the Richfield Code of Ordinances.**
11. **Resolutions**
    a. **Consider a resolution providing for the sale of $6,160,000 General Obligation Sales Tax Revenue Bonds, Series 2025A.**
12. **Other Business**
    a. **Consider appointment of youth commissioners to City advisory board/commissions.**
    b. **Consider approval of agreements with the contractors listed within for the renovation of the Richfield Pool, a sub-project of the Veterans Park Improvement Project, totaling $2,244,724.40.**
13. **City Manager's Report**
14. **Council Discussion**
    a. **Hats off to Hometown Hits**
    b. **Liaison Reports**

15. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9739.

Includes Materials - Materials relating to these agenda items can be found in the Council Chambers Agenda Packet book located by the entrance. The complete Council Agenda Packet is available electronically on the City of Richfield website.

CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

City Council Work Session

October 14, 2025

ITEM #1	CALL TO ORDER

The meeting was called to order by Mayor Supple at 5:46 p.m. in the Bartholomew Conference Room.

Council Present:	Mary Supple, Mayor; Sharon Christensen; Walter Burk; Sean Hayford Oleary; and Rori A. Coleman-Woods.
Staff Present:	Katie Rodriguez, City Manager; Joe Powers, City Engineer; Matt Hardegger, Transportation Engineer; Courtney DesCamps, Senior Analyst; Michelle Friedrich, City Clerk
Others Present:	Andrew Lutaya, MN Department of Transportation; Amber Blanchard, MN Department of Transportation

ITEM #2	ITEM DISCUSSION – I-494 PHASE 2

City Engineer Joe Powers and MnDOT staff presented an update on Project 2 of the I-494 Corridor Vision. The update included an overview of the municipal consent process, the project schedule, and anticipated construction beginning in 2027. The City's local cost participation is estimated at $9,000 for lighting and engineering contingencies.

MnDOT summarized findings from the noise, air quality, and greenhouse gas analyses. Council members had several questions on the findings, MnDOT staff provided some additional context and agreed to follow-up with more information.

No formal action was taken.

ITEM #15	ADJOURNMENT

Mayor Supple adjourned the meeting at 6:51 pm.

DRAFT

Date Approved: October 28, 2025

Sean Hayford Oleary
Mayor Pro Tempore

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager

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CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

Regular Council Meeting

October 14, 2025

ITEM #1	CALL TO ORDER

The meeting was called to order by Mayor Supple at 7:00 p.m. in the Council Chambers.

Council Present:	Mary Supple, Mayor; Sharon Christensen; Walter Burk; Sean Hayford Oleary; and Rori A. Coleman-Woods.
Staff Present:	Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Melissa Pohlman, Community Development Director, Kristin Asher, Public Works Director; Mary Bogie, Finance Director; and Michelle Friedrich, City Clerk.
Others Present:	Caroline Stutsman, Manager at Bergan KDV

ITEM #2	PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

ITEM #3	APPROVAL OF AGENDA

MOTION: made by Council Member Burk, seconded by Council Member Christensen to approve Agenda as presented.
Motion carried: 5-0

ITEM #4	APPROVAL OF MINUTES

MOTION: made by Council Member Burk, seconded by Council Member Hayford Oleary to approve the minutes of the: (1) City Council Work Session from September 23, 2025, and (2) City Council Regular Meeting from September 23, 2025.
Motion carried: 5-0

ITEM #5	OPEN FORUM

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Mayor Supple reviewed the participation options for residents at the Council meeting including in-person comments, comments by voicemail or email, and an option to request to participate virtually with advance notice. Mayor Supple noted more information on submitting comments can be reviewed at www.richfieldmn.gov/citycouncil.

Latoya Peterson, a Richfield Resident, discussed a situation she witnessed regarding an incident with a juvenile and several officers that responded to the situation. She asked what the protocol is for arresting and handling situations that involve juveniles.

ITEM #6	PROCLAMATIONS AND PRESENTATIONS

a. Proclamation celebrating Indigenous Peoples' Day

Mayor Supple invited Human Rights Commissioner Madeline Vukson to accept the proclamation and read aloud the proclamation.

Commissioner Vukson thanked the Council for having her and allowing her to accept this proclamation on behalf of the Human Rights Commission. She stated that it is important for the community to continue to learn about indigenous cultures.

b. Community Services Commission Annual Report

Mayor Supple invited Tessa Johanson to present the report.

Tessa Johanson provided an overview of the projects that the Commission has completed or assisted in this year. She also shared about the programs that the Commission assisted this past year.

c. Sustainability Commission Annual Report

Mayor Supple invited Amanda Kueper to present the report.

Amanda Kueper thanked the Commissioner and the liaisons to the Commission. She provided a summary of the work that the Commission has done in the past year. She updated on the projects that the Commission has assisted with. She provided a summary of the events that have been held by the Commission.

d. Receipt of the City of Richfield Annual Comprehensive Financial Report (ACFR) for the fiscal year ended December 31, 2024.

Mayor Supple turned the item over to Director Bogie.

Director Bogie introduced the presenter and turned the item over to Caroline Stutsman.

Ms. Stutsman reviewed her role in the audit report. She reviewed the audit report. She reviewed the General fund revenue, expenditures, and fund balance. She updated on the levy and tax capacity. She reviewed the City enterprise funds.

Mayor Supple thanked the Audit team and the Finance Department for the work on the report.

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MOTION: made by Mayor Supple, seconded by Council Member Christensen to accept the annual comprehensive financial report for the year ended December 31, 2024.
Motion Carried: 5-0

ITEM #7	CONSENT CALENDAR

City Manager Rodriguez presented the consent calendar.

a. Approve Disbursements/Claims

U.S. BANK	10-10-2025
A/P Checks: (9-8-2025 thru 10-10-2025)	$3,596,677.58
Wire Transfers: (9-9-2025 thru 9-23-2025)	$1,999,508.08
Payroll (09-26-2025)	$1,084,637.01
Payroll (10-10-2025)	$1,069,909.71
TOTAL	**$7,750,753.38**

b. Consider approval for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at St. Richard's Catholic Church, 7540 Penn Avenue South, for their Annual Gala taking place December 6, 2025.

c. First reading of a transitory ordinance providing funding for certain capital improvements from the Liquor Contribution Special Revenue Fund.

d. Consider adoption of a resolution of support designating that the photograph “Winter Interest” by Samantha Chin be used to wrap the Hennepin County utility box located at Penn Avenue & 66th Street.

RESOLUTION NO. 12350
RESOLUTION OF SUPPORT FOR THE PROPOSED DECORATIVE UTILITY BOX WRAP ON HENNEPIN COUNTY UTILITY BOX LOCATED AT PENN AVE/66TH STREET

e. Consider approval of an agreement with John A. Dalsin & Son, Inc, in the amount of $607,984, for the replacement of the roof on rink two of the Richfield Ice Arena.

f. Consider first reading of an ordinance imposing a tax on lodging and repealing and replacing in its entirety Chapter 14 of the Richfield Code of Ordinances.

BILL NO. 2025-17
AN ORDINANCE IMPOSING A TAX ON LODGING AND REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER XIV OF THE RICHFIELD CODE OF ORDINANCES

g. Adopt Resolution authorizing acceptance of Office of Traffic Safety (OTS) Funds. The agreement extension was previously approved at the September 9 meeting, but the resolution was omitted from the staff report.

RESOLUTION NO. 12351

DRAFT

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY/POLICE TO ACCEPT GRANT MONIES FROM THE OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF $138,374.93 OR A LESSER AMOUNT, AS AWARDED BY THE DEPARTMENT OF PUBLIC SAFETY, TO FUND A POLICE OFFICER DEDICATED TO DWI ENFORCEMENT

h. Consider approval to renew the contract with Chief's Towing, Inc., for Public Safety towing services for December 1, 2025 through November 30, 2027.

i. Consider the Joint Powers Agreement to enable Richfield to provide an alternative response for selective 911 calls in a manner that most effectively and efficiently supports and protects the physical, mental and behavioral health of individuals in the Cities of Richfield and Edina.

j. Site Plan Approval for 7424 Lyndale Ave S – Conversion to Retail

RESOLUTION NO. 12352
RESOLUTION APPROVING A SITE PLAN FOR 7424 LYNDALE AVENUE SOUTH

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Burk to approve the consent calendar.

Council welcomed the business owners present regarding Consent Calendar Item J, and thanked the City of Edina for their work on the joint powers agreement.

Motion carried: 5-0

ITEM #8	**CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR**

None.

ITEM #9	**PUBLIC HEARINGS**

Council Member Hayford Oleary reviewed the rules of the public hearing and opened the public hearing for Public Hearing items a-e.

Jeraldine Cook, a Richfield Resident, stated that the new installation of the water meter has caused her water bill to go up $1100 in one month. She stated that she has worked with the Utility Commission, but the money is still due in full on November 14th.

Gloria Arneberg, a Richfield property owner, stated that she is the owner of several rental properties in Richfield. She noted that she had a tenant move out of one of her properties due to illegal activity. Since this she has received notice that the tenant was paying for waste disposal with insufficient funds. She stated that she never received this notice to the owner's property and was only sent to the rental property.

Linda Muinch, a Richfield Resident, stated that she has received incorrect waste management bills at her address. She stated that she has come forward to the City in the past to resolve this issue, but waste management has not made any changes to the incorrect information.

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Les Rosecke, Richfield Resident, stated that he has applied with social service agencies to help with his utility payments. He stated that he has a large balance due on his waste management and would like any information on how to handle it.

Alexa Rosilus, on behalf of Marco Luz, stated that they have received the sanitary sewer assessment and would like to know what the assessment covers. She also asked why the previous agreement of paying each year wasn't respected. She also asked what payment plans or deferrals are available.

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Christensen to close the public hearing.
Motion carried: 5-0

a. Public hearing and consider a resolution adopting the proposed certification of delinquent solid waste charges to property taxes within the residential organized collection system from July 1, 2024 to June 30, 2025.

Council Member Hayford Oleary presented the Staff Report.

Council asked for clarity on when these payments are due.

Attorney Tietjen stated that there is no interest if paid by November 14th, and after that it will be added to next years property tax.

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Burk to adopt a resolution adopting an assessment for the unpaid garbage collection service from July 1, 2024 to June 31, 2025.

RESOLUTION NO. 12353
RESOLUTION ADOPTING ASSESSMENT FOR UNPAID GARBAGE COLLECTION SERVICE FROM JULY 1, 2024 TO JUNE 31, 2025

Motion carried: 5-0

b. Public hearing and consider a resolution adopting the assessment on the ILN/77th Street Project Area for $130,596.78 for costs incurred to maintain the area for 2024 and a resolution ordering the undertaking of the current service project within the ILN/77th Street Project Area for 2026.

Council Member Burk presented Staff Report.

MOTION: made by Council Member Burk, seconded by Council Member Christensen to approve a resolution adopting assessment on Interstate-Lyndale-Nicollet (ILN) project area maintenance for the period January 1, 2024 to December 31, 2024 and approve a resolution adopting the assessment on the ILN/77th Street Project Area for $130,596.78 for costs incurred to maintain the area for 2024 and a resolution ordering the undertaking of the current service project within the ILN/77th Street Project Area for 2026.

RESOLUTION NO. 12354
RESOLUTION ADOPTING ASSESSMENT ON INTERSTATE-LYNDALE-NICOLLET (ILN) PROJECT AREA MAINTENANCE FOR THE PERIOD JANUARY 1, 2024 TO DECEMBER 31, 2024

RESOLUTION NO. 12355

DRAFT

RESOLUTION ORDERING THE UNDERTAKING OF CURRENT SERVICE PROJECT WITHIN THE INTERSTATE-LYNDALE-NICOLLET (ILN) PROJECT AREA FOR THE PERIOD JANUARY 1, 2026 TO DECEMBER 31, 2026

Motion carried: 5-0

c. Public hearing and consider a resolution adopting special assessments for removal of diseased trees from private property for work ordered from January 1, 2024, through December 31, 2024.

MOTION: made by Council Member Coleman-Woods, seconded by Council Member Burk to approve a resolution adopting assessment for the removal of diseased trees from private property for work ordered from January 1. 2024 through December 31, 2024.

RESOLUTION NO. 12356
RESOLUTION ADOPTING ASSESSMENT FOR THE REMOVAL OF DISEASED TREES FROM PRIVATE PROPERTY FOR WORK ORDERED FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

Motion carried: 5-0

d. Public hearing and consider a resolution adopting special assessments for sanitary sewer line repair or replacement on private property for work ordered from January 1, 2024, through August 1, 2025.

Council Member Christensen presented Staff Report.

Council Member Hayford Oleary clarified that this program is only if the property owner signs up for this. He stated that the comment made does not seem to line up with the program.

MOTION: made by Council Member Christensen, seconded by Council Member Hayford Oleary to approve a resolution adopting special assessments for sanitary sewer line repair or replacement on private property for work ordered from January 1, 2024, through August 1, 2025.

RESOLUTION NO. 12357
RESOLUTION ADOPTING ASSESSMENT FOR THE REPAIR OR REPLACEMENT OF SANITARY SEWER LINES ON PRIVATE PROPERTY FOR WORK ORDERED FROM JANUARY 1, 2024 THROUGH AUGUST 1, 2025

Motion carried: 5-0

e. Public hearing and consider a resolution adopting the proposed assessments of delinquent utility accounts, false alarm charges, public health or safety hazards charges, weed eradication charges, and vacant property registration fees to be certified to property taxes

Council Member Hayford Oleary presented Staff Report.

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Burk to approve a resolution adopting the proposed assessments of delinquent utility accounts, false alarm charges, public health or safety hazards charges, weed eradication charges, and vacant property registration fees to be certified to property taxes.

RESOLUTION NO. 12358

DRAFT

RESOLUTION AUTHORIZING CERTIFICATION OF UNPAID WATER, SANITARY SEWER, STORM WATER, AND STREET LIGHT CHARGES, FALSE ALARM CHARGES, WEED ERADICATION CHARGES, PUBLIC HEALTH OR SAFETY HAZARD CHARGES, AND VACANT PROPERTY REGISTRATION FEES TO THE COUNTY AUDITOR TO BE COLLECTED WITH OTHER TAXES ON SAID PROPERTIES

Motion carried: 5-0

ITEM #10	PROPOSED ORDINANCES

None.

ITEM #11	RESOLUTIONS

None.

ITEM #12	OTHER BUSINESS

a. Consider appointment of youth commissioners to City advisory board/commissions.

Council Member Council Member Coleman-Woods presented Staff Report.

MOTION: made by Council Member Coleman-Woods, seconded by Council Member Hayford Oleary to approve the appointment of Jaily Portales to the Advisory Board of Health and Karmen Melnichuk to the Arts Commission as youth commissioners.
Motion carried: 5-0

b. Consider approval of an agreement between the City of Richfield and the Science Museum of Minnesota in the amount of $354,658, for professional services in the fabrication and installation of interpretive exhibits for the new Wood Lake Nature Center Building, as well as an agreement with Blue Rhino in the amount of $354,500 for the same services and with the same terms and conditions. The project was jointly bid for a total of $709,158.

Council Member Burk presented Staff Report.

Council shared their excitement for this project.

MOTION: made by Council Member Burk, seconded by Council Member Hayford Oleary to approve an agreement between the City of Richfield and the Science Museum of Minnesota in the amount of $354,658, for professional services in the fabrication and installation of interpretive exhibits for the new Wood Lake Nature Center Building, as well as an agreement with Blue Rhino in the amount of $354,500 for the same services and with the same terms and conditions. The project was jointly bid for a total of $709,158.
Motion carried: 5-0

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ITEM #13	CITY MANAGER'S REPORT

City Manager Rodriguez shared information regarding the comments made by Kathleen Balaban at the last meeting. She shared information regarding Commission minutes and video recordings. She also provided information from Mr. Lowry regarding loud traffic near his home. She stated that they have been in contact with them and continue to monitor the traffic in that area. She shared that they have been picked as a stop on the Senate Bonding Tour.

ITEM #14	COUNCIL DISCUSSION

a. Hats off to Hometown Hits.

Mayor Supple shared the sad news of the recent passing of Rick Jabs.

Council Member Hayford Oleary stated that Mr. Jabs was the Chair of the Planning Commission when he first joined. He noted that he was a great leader and did so much for the City.

Council Member Burk noted he had nothing to report.

Council Member Coleman-Woods gave hats off to Morris Nielsen for hosting the trunk or treat.

Council Member Christensen noted nothing to share.

Mayor Supple stated that the application period is open on the City website for City Boards and Commissions.

ITEM #15	ADJOURNMENT

MOTION: made by Council Member Coleman-Woods, seconded by Council Member Burk to adjourn the meeting at 8:23 p.m.
Motion carried: 5-0

Date Approved: October 28, 2025

Sean Hayford Oleary
Mayor Pro Tempore

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager

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2025 ACTIVITIES

City Council Meeting

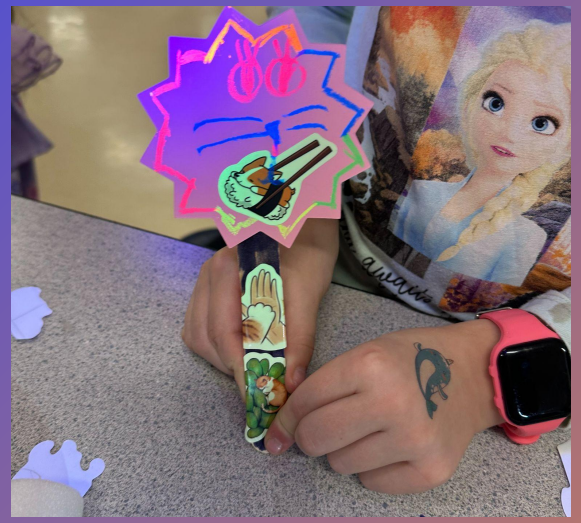
Richfield, MN

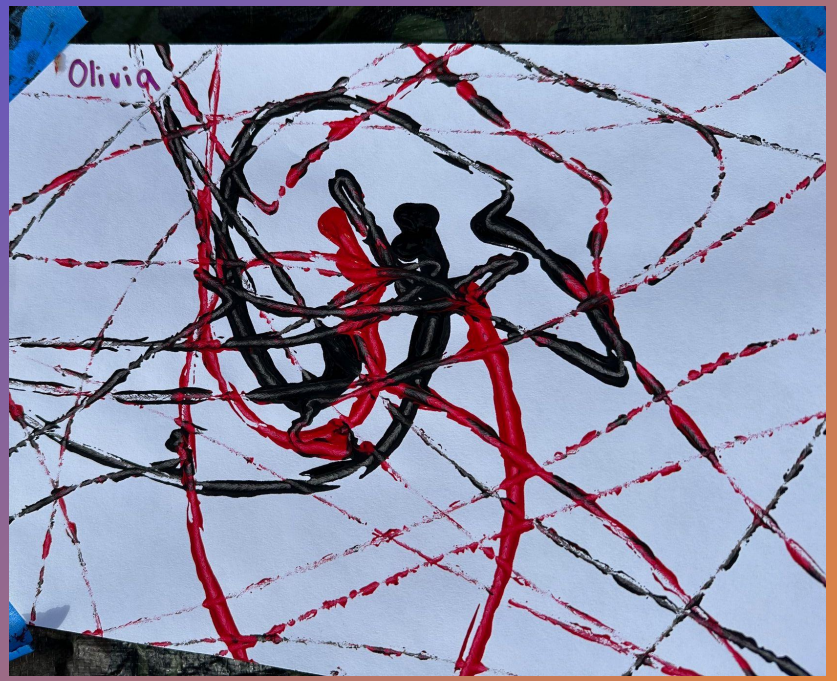
10/28/2025

RICHFIELD Arts COMMISSION

RAC continued focus on two main themes:

- Art in our Schools
- Art in our Community





ART IN OUR SCHOOLS

- RDLS Friendship Dance (Feb. 7 - Glow Wands)
- High School Seniors' Art Show (May 8)
- Centennial Cougar Carnival (May 22 - Marble Painting)
- Sheridan Family Craft Night (Oct 24)

ART IN OUR COMMUNITY

- Earth Day Event - Wood Lake Nature Center (Apr. 26 - Nature Mobiles)
- State of the Community (June 11, Painted Rocks)
- Farmer’s Market (July 19 - Painting with Natural Materials, Aug. 2 - Reading is Fun, Community Word Mural)
- Entertainment in the Park (June 17 - Color to Jazz Mural, July 22 - Paper Plate Tambourines)

ART IN OUR COMMUNITY

- Mississippi Valley Poets/Richfield Lake Poetry Walk (Aug. 16)
- PennFest (Sept. 21 - Community Word Mural)
- Great Pumpkin Giveaway (Oct. 11 - coloring contest)

ART IN OUR COMMUNITY

- Pride Roundabout Maintenance: May and October (Purple, Green,
- Little Free Library/Book Drive
- New Art Walk brochure - in English and Spanish
- Public Art Displays
- By-Laws Review
- Next Year: Photo Contest and Online version of new brochure!

THANK YOU

Richfield Arts Commission

Aric Bieganek (Chair), Stephanie Eaton (Secretary),

Janie Mork, John Blackshear, Lucas Smith,

Ann Bieganek, Crystina Clauson

BJ Skoog (Community Services Liaison), Jill Murphy (Staff Liaison), Sharon Christensen (City Council Liaison)

City Council Meeting 10/28/2025
Agenda Section: Consent Calendar
Agenda Item: 7.b.

Report Prepared By:
Kate Niederer, Human Resources Manager

Department Director:
Sack Thongvanh, Assistant City Manager

Item for Consideration:
2026 Benefit Contributions

EXECUTIVE SUMMARY

The City contributes to the cost of premiums for three health insurance plan options available to City employees. This staff report outlines the City's contributions toward health insurance premiums for both regular full-time and regular part-time employees. A detailed breakdown of each plan, monthly premium, city's contribution and employee costs is outlined in Attachment A.

For 2026, health insurance premiums will increase by 9%, based on the City remaining at the highest band level. The band levels are determined by HealthPartners, Gallagher, and LOGIS, and are based on claims experience. Following 2026, LOGIS will be required to go out to bid for health insurance coverage.

There are no changes to dental coverage for 2026. As a member of LOGIS, the City's life insurance provider will transition to Securian in 2026, and the long-term disability carrier will change to MetLife. In addition, Employee Assistance Program (EAP) coverage has been expanded to include intermittent employees.

HISTORICAL CONTEXT

HEALTH INSURANCE

The City will continue offering group health plans through HealthPartners (HP).
Plan Options:
Three High-Deductible Health Plans (HDHPs) with Health Savings Accounts (HSAs).
Employees can choose from three provider networks:

1. Open Access
2. Perform (slightly less costly, excluding Mayo Clinic)
3. Achieve (up to 6% cheaper; limited to HealthPartners and Park Nicollet Care Systems)

Flexibility in Coverage. The City, through LOGIS, will maintain a four-tier coverage system:

1. Employee Only
2. Employee + Spouse
3. Employee + Child(ren)

4. Family

Full-Time Employees (30+ Hours/Week).

Employee Only Tier, City Pays 100% of the premium:

- Monthly City premium range: $963.50 – $1,153.00
- HSA Contribution Up to $200 per month

Employee + Spouse / Employee + Child(ren) Tiers, 9% premium increase split between the City and employee:

- City Contributions between $1,656.38 and $1,741.13 per month.

Family Tier, 9% premium increase split between the City and employee:

- City Contributions between $1,948.59 and $2,045.09 per month

Part-Time (20-29 Hours/Week), 9% premium increase split between the City and employee.

Employee Only Tier, City Pays 100% of the premium:

- Monthly City premium range: $823.88 – $961.00

Employee + Spouse / Employee + Child(ren), Tiers 9% premium increase split between the City and employee:

- City Contributions between $899.21 and $979.46 per month

Family Tier, Tiers, 9% premium increase split between the City and employee:

- City Contributions between $1,090.57 and $1,116.07 per month

DENTAL INSURANCE
The City will continue offering group Dental plans through Health Partner (HP).

- Type: Self-funded group dental insurance
- Eligibility: Full-time employees

City Contribution (employee-only coverage):

- Monthly City contribution: $60.25
- 2026: Contribution premium remains unchanged from 2025

Employee Responsibility (for family or employee + spouse coverage):

- Employees pay 100% of the additional premium
- Premium rates for 2026 are the same as 2025

LIFE INSURANCE
The City will offer Life/ADD through Securian Financial.

- The City provides 100% employer-paid coverage of $35,000 for Term Life and Accidental Death & Dismemberment (AD&D) insurance to all full-time employees.
- In addition, Police and Fire personnel receive an additional $35,000 in coverage for line-of-duty death, also fully paid by the City.

LONG-TERM DISABILITY INSURANCE (LTD)
The City offers 100% coverage for LTD through MetLife to full-time employees.

EMPLOYEE ASSISTANCE PROGRAM
The City offers 100% coverage for EAP Services through Sand Creek.

- For full-time, part-time and starting in 2026 will add intermittent employees.

RECOMMENDED ACTION
By Motion: Adopt a resolution designating the City's contribution toward health, dental, term life, and long-term disability insurance premiums for 2026.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS
The City's recommended benefit plans directly align with our Strategic Plan priority for a stable and high-quality workforce, which includes attracting new employees and increasing employee retention to be at full authorized strength.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)
The City continues to provide adequate insurance protection for its employee groups, which are comparable to employees performing similar jobs in similar communities.

CRITICAL TIMING ISSUES
The Council needs to approve the City premium contributions to implement open enrollment for staff, which is scheduled to begin October 27, 2025.

FINANCIAL IMPACT
The estimated funding to provide for the recommended City premium is included in the 2026 Budget. Final costs will vary depending on the employee's selection of health insurance plans; and insurance fund reserves are available to cover actual costs that exceed the budget amount.

LEGAL CONSIDERATIONS
In order to implement the proposed insurance benefit changes, the City Council must

approve the resolution designating the City's contribution toward health, term life, long-term disability, and dental insurance premiums, as well as the Employee Assistance Program for eligible employees.

ALTERNATIVE RECOMMENDATION(S)

The Council may decide to adjust the City's contribution to dependent health insurance by an amount other than the proposed increase per month.

ATTACHMENTS

1. 2025-10-28 Resolution 2026 Benefits (R1)
2. Attachment A-2026 Health Insurance Rates

RESOLUTION NO. XXXXX
Motion by:
Seconded by:

RESOLUTION DESIGNATING CITY'S CONTRIBUTION TOWARD HEALTH, DENTAL, TERM LIFE, DISABILITY INSURANCE and the EMPLOYEE ASSISTANCE PROGRAM PREMIUM FOR ALL BENEFIT ELIGIBLE EMPLOYEE GROUPS

WHEREAS the hospital-medical/surgical group health insurance plan is available from the LOGIS Health Insurance Program for City employees and their dependents; and

WHEREAS a self-funded group dental insurance plan is available to full-time benefit eligible employees and their dependents; and

WHEREAS a term life and accidental death and dismemberment insurance plan is available from the Local Government Information Systems Association (LOGIS) for full-time benefit eligible employees and their dependents; and

WHEREAS a group long-term disability program is available to full-time benefit eligible employees; and

WHEREAS the Employee Assistance Program (EAP), provided through Sand Creek, is available to all full-time and part-time employees and will be expanded to include intermittent employees effective January 1, 2026; and

WHEREAS the City Council is required to determine by resolution the City's contribution toward the premium for employee group insurance coverage and approve agreements other services offered to employees.

NOW, THEREFORE, BE IT RESOLVED that Attachment A outlines the premium costs for each plan, the City's contribution, and the employee's share of the cost. The rate changes will apply to all benefit-eligible employees working 30 hours or more per week, as well as to part-time employees working between 20 and 29 hours per week. In addition to the City's contribution toward premiums, the City also provides Health Savings Account (HSA) contributions for eligible plans, up to a maximum of $200 per month. Actual City contribution will be dependent on the plan selected by the employee.

For all full-time employees, the City shall also pay the $60.25 monthly premium for the dental insurance plan offered. Such contributions shall be for coverage effective January 1, 2026.

BE IT FURTHER RESOLVED that in 2026, the City entered a two-year agreement with MetLife for long-term disability insurance coverage for at a cost of $0.144 per $100 of covered payroll. The City shall continue to contribute the full cost of long-term disability insurance for all full-time employees.

In addition, for 2026, the City entered into an agreement with LOGIS for a 3-year contract with Securian Financial for Life/ADD at $4.73 per month per employee. The City shall contribute to the full cost of the Life/ADD. The 2025 premium rates were reduced for both LTD and Life/ADD effective 2026.

RESOLUTION NO. XXXXX

BE IT FURTHER RESOLVED that the City Council has determined the City's contribution toward insurance premiums for all organized employee groups are included in the benefit eligible employees.

Adopted by the City Council of the City of Richfield, Minnesota, this 28th day of October 2025.

VOTING AYE	**VOTING NAY**
☐ **Supple, Mary**	☐ **Supple, Mary**
☐ **Burk, Walter**	☐ **Burk, Walter**
☐ **Christensen, Sharon**	☐ **Christensen, Sharon**
☐ **Coleman-Woods, Rori**	☐ **Coleman-Woods, Rori**
☐ **Hayford Oleary, Sean**	☐ **Hayford Oleary, Sean**

_____
Sean Hayford Oleary, Mayor Pro Tempore

ATTEST:

_____
Michelle Friedrich, City Clerk

DRAFT

ATTACHMENT A

2026 Health Insurance Rates

Monthly Premium Rates for **Full-Time** Employees

OPEN ACCESS NETWORK

PLAN	Employee	Employee + Spouse	Employee + Child(ren)	Family
$3,400/$6,600 High Deductible Plan (with HSA)	Rate: $1,122.50 City: $1,122.50 **Employee: $0.00** $200.00 into HSA	Rate: $2,359.00 City: $1,734.13 **Employee: $624.87**	Rate: $2,246.50 City: $1,723.63 **Employee: $522.87**	Rate: $2,920.00 City: $2,035.84 **Employee: $884.16**
$5,000/$10,000 High Deductible Plan (with HSA)	Rate: $1,025.00 City: $1,025.00 **Employee: $0.00** $200.00 into HSA	Rate: $2,153.00 City: $1,672.88 **Employee: $480.12**	Rate: $2,050.50 City: $1,665.38 **Employee: $385.12**	Rate: $2,666.00 City: $1,960.34 **Employee: $705.66**
$3,400/$6,600 High Deductible Plan (with HSA) Empower RX Plus	Rate: $1,153.00 City: $1,153.00 **Employee: $0.00** $182.00 into HSA	Rate: $2,422.00 City: $1,741.13 **Employee: $680.87**	Rate: $2,307.00 City: $1,730.63 **Employee: $576.37**	Rate: $2,999.00 City: $2,045.09 **Employee: $953.91**

PERFORM NETWORK – without Mayo

PLAN	Employee	Employee + Spouse	Employee + Child(ren)	Family
$3,400/$6,600 High Deductible Plan (with HSA)	Rate: $1,100.00 City: $1,100.00 **Employee: $0.00** $200.00 into HSA	Rate: $2,312.00 City: $1,729.88 **Employee: $582.12**	Rate: $2,201.50 City: $1,719.38 **Employee: $482.12**	Rate: $2,861.50 City: $2,030.34 **Employee: $831.16**
$5,000/$10,000 High Deductible Plan (with HSA)	Rate: $1,004.50 City: $1,004.50 **Employee: $0.00** $200.00 into HSA	Rate: $2,110.00 City: $1,669.88 **Employee: $440.12**	Rate: $2,009.50 City: $1,662.38 **Employee: $347.12**	Rate: $2,612.50 City: $1,956.34 **Employee: $656.16**
$3,400/$6,600 High Deductible Plan (with HSA) Empower RX Plus	Rate: $1,130.00 City: $1,130.00 **Employee: $0.00** $182.00 into HSA	Rate: $2,373.50 City: $1,736.63 **Employee: $636.87**	Rate: $2,261.00 City: $1,726.38 **Employee: $534.62**	Rate: $2,939.00 City: $2,039.59 **Employee: $899.41**

ACHIEVE NETWORK – HealthPartners, Park Nicollet Care Systems, and other tier 1 providers

PLAN	Employee	Employee + Spouse	Employee + Child(ren)	Family
$3,400/$6,600 High Deductible Plan (with HSA)	Rate: $1,055.00 City: $1,055.00 **Employee: $0.00** $200.00 into HSA	Rate: $2,217.50 City: $1,721.13 **Employee: $496.37**	Rate: $2,111.50 City: $1,711.13 **Employee: $400.37**	Rate: $2,745.00 City: $2,019.59 **Employee: $725.41**
$5,000/$10,000 High Deductible Plan (with HSA)	Rate: $963.50 City: $963.50 **Employee: $0.00** $200.00 into HSA	Rate: $2,024.00 City: $1,663.63 **Employee: $360.37**	Rate: $1,927.50 City: $1,656.38 **Employee: $271.12**	Rate: $2,506.00 City: $1,948.59 **Employee: $557.41**
$3,400/$6,600 High Deductible Plan (with HSA) Empower RX Plus	Rate: $1,084.00 City: $1,084.00 **Employee: $0.00** $182.00 into HSA	Rate: $2,276.50 City: $1,727.38 **Employee: $549.12**	Rate: $2,168.50 City: $1,717.63 **Employee: $450.87**	Rate: $2,819.00 City: $2,028.34 **Employee: $790.66**

Dental Insurance Rates for Full-Time Employees Only

Employee: $0.00/month paid by the employee *(full premium covered by the City, $60.25/month)*

Employee + Spouse: $34.25/month paid by the employee ($94.50/month total premium)

Family: $65.25/month paid by the employee ($125.50/month total premium)

2026 Health Insurance Rates

Monthly Premium Rates for **Part-Time** Employees

OPEN ACCESS NETWORK

PLAN	Employee	Employee + Spouse	Employee + Child(ren)	Family
$3,500/$7,000 High Deductible Plan (with HSA)	Rate: $1,122.50 City: $940.00 **Employee: $182.50**	Rate: $2,359.00 City: $976.96 **Employee: $1,382.04**	Rate: $2,246.50 City: $966.46 **Employee: $1,280.04**	Rate: $2,920.00 City: $1,106.82 **Employee: $1,813.18**
$5,000/$10,000 High Deductible Plan (with HSA)	Rate: $1,025.00 City: $881.25 **Employee: $143.75**	Rate: $2,153.00 City: $915.71 **Employee: $1,237.29**	Rate: $2,050.50 City: $908.21 **Employee: $1,142.29**	Rate: $2,666.00 City: $1,031.32 **Employee: $1,634.68**
$3,400/$6,600 High Deductible Plan (with HSA) Empower RX Plus	Rate: $1,153.00 City: $961.00 **Employee: $192.00**	Rate: $2,422.00 City: $983.96 **Employee: $1,438.04**	Rate: $2,307.00 City: $973.46 **Employee: $1,333.54**	Rate: $2,999.00 City: $1,116.07 **Employee: $1,882.93**

PERFORM NETWORK – without Mayo

PLAN	Employee	Employee + Spouse	Employee + Child(ren)	Family
$3,400/$6,600 High Deductible Plan (with HSA)	Rate: $1,100.00 City: $924.13 **Employee: $175.87**	Rate: $2,312.00 City: $972.71 **Employee: $1,339.29**	Rate: $2,201.50 City: $962.21 **Employee: $1,239.29**	Rate: $2,861.50 City: $1,101.32 **Employee: $1,760.18**
$5,000/$10,000 High Deductible Plan (with HSA)	Rate: $1,004.50 City: $866.63 **Employee: $137.87**	Rate: $2,110.00 City: $912.71 **Employee: $1,197.29**	Rate: $2,009.50 City: $905.21 **Employee: $1,104.29**	Rate: $2,612.50 City: $1,027.32 **Employee: $1,585.18**
$3,400/$6,600 High Deductible Plan (with HSA) Empower RX Plus	Rate: $1,130.00 City: $944.75 **Employee: $185.25**	Rate: $2,373.50 City: $979.46 **Employee: $1,394.04**	Rate: $2,261.00 City: $969.21 **Employee: $1,291.79**	Rate: $2,939.00 City: $1,110.57 **Employee: $1,828.43**

ACHIEVE NETWORK – HealthPartners, Park Nicollet Care Systems, and other tier 1 providers

PLAN	Employee	Employee + Spouse	Employee + Child(ren)	Family
$3,400/$6,600 High Deductible Plan (with HSA)	Rate: $1,055.00 City: $879.00 **Employee: $176.00**	Rate: $2,217.50 City: $963.96 **Employee: $1,253.54**	Rate: $2,111.50 City: $955.36 **Employee: $1,156.14**	Rate: $2,745.00 City: $1,090.57 **Employee: $1,654.43**
$5,000/$10,000 High Deductible Plan (with HSA)	Rate: $963.50 City: $823.88 **Employee: $139.62**	Rate: $2,024.00 City: $906.46 **Employee: $1,117.54**	Rate: $1,927.50 City: $899.21 **Employee: $1,028.29**	Rate: $2,506.00 City: $1,019.57 **Employee: $1,486.43**
$3,400/$6,600 High Deductible Plan (with HSA) Empower RX Plus	Rate: $1,084.00 City: $898.88 **Employee: $185.12**	Rate: $2,276.50 City: $970.21 **Employee: $1,306.29**	Rate: $2,168.50 City: $960.46 **Employee: $1,208.04**	Rate: $2,819.00 City: $1,099.32 **Employee: $1,719.68**

City Council Meeting 10/28/2025
Agenda Section: Consent Calendar
Agenda Item: 7.c.

Report Prepared By:
Sam Crosby, City Planner

Department Director:
Melissa Poehlman, Community Development Director

Item for Consideration:
Consider a correction to the legal description for Resolution #11548, from 2018, for RF64.

EXECUTIVE SUMMARY
The developer of RF64 Townhomes is responsible for recording the resolution of approval for the project, but never did. After having platted the land, the County won't accept the original resolution because the legal description doesn't exist anymore. Because the legal description is in the body of the resolution, and it's not just correcting a typo or a word error, we're asking that the Council re-approve the previous resolution with the updated legal description.

HISTORICAL CONTEXT
Development plans for the RF64 project were first approved by the City Council in September of 2018 and amended in December of 2019. The project was constructed in 2022 and 2023. The project consists of two apartment buildings on Richfield Parkway and 64 townhomes along 16th Avenue.

RECOMMENDED ACTION
By motion: Approve a resolution with the updated legal description for RF64.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS
None.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)
Section 547.09, Subd.8, requires that a certified copy of all conditional use permits (including planned unit developments) be filed by the applicant with the Hennepin County Recorder's Office or Registrar of Titles. In the future, staff will make sure that filing happens prior to approval of the final plat (which changes the legal description of a property).

CRITICAL TIMING ISSUES
None.

FINANCIAL IMPACT
None.

LEGAL CONSIDERATIONS
None.

ALTERNATIVE RECOMMENDATION(S)
Deny the changes and the resolution will remain unrecorded.

ATTACHMENTS
1. 102825 - RF64 PUD Reso - Corrected Legal Description (R1)
2. 09-25-18 Reso No. 11548

RESOLUTION NO.

RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT WITH CORRECTED LEGAL DESCRIPTION

WHEREAS, an application has been filed with the City of Richfield which requests approval of a final development plan and conditional use permit for a planned unit development to include 218 apartments and 72 townhomes , on land that is legally described as; and

Lots 2 through 14, Block 1, and Lots 1 thought 5 and 9 through 16, Block 2, "Iverson's Second Addition"
AND
All that part of vacated East 64th Street as dedicated in "Iverson's Second Addition", according to the recorded plat thereof, Hennepin County, Minnesota, lying westerly of a line drawn from the northeast corner of Block 2 of said "Iverson's Second Addition" to the southeast corner of Block 1, of said "Iverson's Second Addition" and lying easterly of a line drawn from the northwest corner of said Block 2, to the southwest corner of said Block 1,
AND
Outlot C, RF 64 Townhomes.

WHEREAS, the applicant has represented their intent to purchase all of the properties legally described above (collectively, the "Development Area");

WHEREAS, the City understands that land use approvals may be necessary to move forward with the remaining property acquisitions in this Development Area and is thereby making an accommodation by considering this application prior to the final acquisition of all land in the Development Area; and

WHEREAS, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested final development plan and conditional use permit at its August 27, 2018 meeting; and

WHEREAS, notice of the public hearing was published in the Sun-Current and mailed to properties within 500 feet of the subject property on August 14, 2018; and

WHEREAS, the requested final development plan and conditional use permit meets those requirements necessary for approving a planned unit development as specified in Richfield's Zoning Code, Section 542.09, Subd. 3 and as detailed in City Council Staff Report No.169; and

WHEREAS, the request meets those requirements necessary for approving a conditional use permit as specified in Richfield's Zoning Code, Section 547.09, Subd. 6 and as detailed in City Council Staff Report No.169; and

WHEREAS, the City has fully considered the request for approval of a planned unit development, final development plan and conditional use permit; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above.
2. A planned unit development, final development plan and conditional use permit are approved for a multi-family residential development as described in City Council Report No.169, in the Development Area.
3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:

    - The applicant must acquire all properties in the Development Area or must return to the City Council for approval of an amended resolution to remove properties not acquired.
    - A recorded copy of this approved resolution, or an approved amended resolution, if applicable, must be submitted to the City prior to the issuance of a Certificate of Occupancy.
    - The property in the Development Area must be platted. A preliminary plat must be approved prior to the issuance of a building permit and a final plat is required prior to the issuance of a certificate of occupancy.
    - Approved buildings must comply with noise attenuation construction requirements of the Airport Runway Overlay District.
    - Staff is authorized to approve minor site modifications related to setbacks along the northern boundary of the townhomes.
    - Prior to the issuance of building permits, the applicant must enter into a lease with the City for pocket park improvements and walkways on remnant park property to the north of the Development Area. Park improvements must include a sign indicating that the space is available to the public.
    - This approval does not constitute approval of specific signs. Sign permits are required and must be applied for separately. Sign setbacks may be modified if necessary for visibility, provided that signs do not interfere with Public Works activities.
    - Final lighting plans must be submitted to and approved by the Community Development and Public Works Directors.
    - Final landscape plans that include greater variation in tree size (caliper inches) must be approved by the Community Development Director.
    - Additional landscaping or varied building treatments are required in areas where a significant amount of underground parking structure is visible.
    - Central greenspace and walkways must be maintained as quasi-public space without any barriers to public access.
    - Final stormwater management plans must be submitted to and approved by the Public Works Director. All applicable stormwater fees must be paid to the Public Works Department.
    - Final plans for sidewalks and improvements in and along the right-of-way must be submitted to and approved by the Community Development and Public Works Directors.

- A maintenance agreement related to sidewalks and landscaping must be executed prior to issuance of a Certificate of Occupancy.
- Final utility plans must be submitted to and approved by the Public Works Director.
- The applicant is responsible for obtaining all required permits, and complying with all requirements detailed in the City's Administrative Review Committee Report and all other applicable City and State regulations.
- Prior to the issuance of a Certificate of Occupancy, the Developer must submit a surety equal to 125% of the value of any improvements not yet complete.
- The property owner is responsible for maintaining landscaping in accordance with approved plans.

4. The approved planned unit development, final development plan and conditional use permit shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or upon written request by the Developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd. 9.

5. The approved planned unit development, final development plan and conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of September, 2018

Updated legal description approved by the City Council of the City of Richfield, Minnesota, this 28th day of October, 2025.

_____
Sean Hayford Oleary, Mayor Pro Tempore

ATTEST:

_____
Michelle Friedrich, City Clerk

RESOLUTION NO. 11548

RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT

WHEREAS, an application has been filed with the City of Richfield which requests approval of a final development plan and conditional use permit for a planned unit development to include 218 apartments and 72 townhomes , on land that is legally described as; and

Blocks 1-2, IVERSON'S SECOND ADDITION, Hennepin County, Minnesota;

together with

That part of East 64th Street as dedicated on the plat of, IVERSON'S SECOND ADDITION, Hennepin County, Minnesota which lies easterly of the southerly extension of the westerly line of Block 1 said IVERSON'S SECOND ADDITION; and which lies westerly of the southerly extension of the easterly line of said Block 1.

WHEREAS, the applicant has represented their intent to purchase all of the properties legally described above (collectively, the "Development Area");

WHEREAS, the City understands that land use approvals may be necessary to move forward with the remaining property acquisitions in this Development Area and is thereby making an accommodation by considering this application prior to the final acquisition of all land in the Development Area; and

WHEREAS, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested final development plan and conditional use permit at its August 27, 2018 meeting; and

WHEREAS, notice of the public hearing was published in the Sun-Current and mailed to properties within 500 feet of the subject property on August 14, 2018; and

WHEREAS, the requested final development plan and conditional use permit meets those requirements necessary for approving a planned unit development as specified in Richfield's Zoning Code, Section 542.09, Subd. 3 and as detailed in City Council Staff Report No.169; and

WHEREAS, the request meets those requirements necessary for approving a conditional use permit as specified in Richfield's Zoning Code, Section 547.09, Subd. 6 and as detailed in City Council Staff Report No. 169; and

WHEREAS, the City has fully considered the request for approval of a planned unit development, final development plan and conditional use permit; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above.
2. A planned unit development, final development plan and conditional use permit are approved for a multi-family residential development as described in City Council Report No. 169, in the Development Area.
3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:

    - The applicant must acquire all properties in the Development Area or must return to the City Council for approval of an amended resolution to remove properties not acquired.
    - A recorded copy of this approved resolution, or an approved amended resolution, if applicable, must be submitted to the City prior to the issuance of a Certificate of Occupancy.
    - The property in the Development Area must be platted. A preliminary plat must be approved prior to the issuance of a building permit and a final plat is required prior to the issuance of a certificate of occupancy.
    - Approved buildings must comply with noise attenuation construction requirements of the Airport Runway Overlay District.
    - Staff is authorized to approve minor site modifications related to setbacks along the northern boundary of the townhomes.
    - Prior to the issuance of building permits, the applicant must enter into a lease with the City for pocket park improvements and walkways on remnant park property to the north of the Development Area. Park improvements must include a sign indicating that the space is available to the public.
    - This approval does not constitute approval of specific signs. Sign permits are required and must be applied for separately. Sign setbacks may be modified if necessary for visibility, provided that signs do not interfere with Public Works activities.
    - Final lighting plans must be submitted to and approved by the Community Development and Public Works Directors.
    - Final landscape plans that include greater variation in tree size (caliper inches) must be approved by the Community Development Director.
    - Additional landscaping or varied building treatments are required in areas where a significant amount of underground parking structure is visible.
    - Central greenspace and walkways must be maintained as quasi-public space without any barriers to public access.
    - Final stormwater management plans must be submitted to and approved by the Public Works Director. All applicable stormwater fees must be paid to the Public Works Department.
    - Final plans for sidewalks and improvements in and along the right-of-way must be submitted to and approved by the Community Development and Public Works Directors.
    - A maintenance agreement related to sidewalks and landscaping must be executed prior to issuance of a Certificate of Occupancy.
    - Final utility plans must be submitted to and approved by the Public Works Director.

- The applicant is responsible for obtaining all required permits, and complying with all requirements detailed in the City's Administrative Review Committee Report and all other applicable City and State regulations.
- Prior to the issuance of a Certificate of Occupancy, the Developer must submit a surety equal to 125% of the value of any improvements not yet complete.
- The property owner is responsible for maintaining landscaping in accordance with approved plans.

4. The approved planned unit development, final development plan and conditional use permit shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or upon written request by the Developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd. 9.

5. The approved planned unit development, final development plan and conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of September, 2018

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

City Council Meeting 10/28/2025
Agenda Section: Consent Calendar
Agenda Item: 7.d.

Report Prepared By:
Steve McDaniel, Budget, Cash, and Debt Manager

Department Director:
Karl Huemiller, Recreation Director

Item for Consideration:
Second reading of a transitory ordinance providing funding for certain capital improvements from the Liquor Contribution Special Revenue Fund.

EXECUTIVE SUMMARY

As part of the Capital Improvement Budget (CIB) and annual City Budget process, certain special revenue funds are allocated each year to fund capital projects identified through the budget process.

The source of the special revenue funds are profits derived from the City's Liquor Store operation. These profits are transferred to the Liquor Contribution Special Revenue Fund.

The City Charter requires that a transitory ordinance be used to authorize the expenditure of the funds.

The proposed funding for 2025, per the approved CIB budget, totals $475,000 and encompasses several park and recreation related projects. The projects are listed below.

Multi-Year Community Cetner Building Repair	**10,000**
Multi-Year Ice Arena Repair	**15,000**
Parks Major Maintenance & Repair	**450,000**
Total	**$ 475,000**

HISTORICAL CONTEXT

At the December 10, 2024 City Council meeting, the City Council authorized $475,000 of Special Revenue Funds for improvements to several City capital improvements in 2025. Included in the $475,000 are:

Multi-Year Community Cetner Building Repair	**10,000**
Multi-Year Ice Arena Repair	**15,000**
Multi-Year Donaldson Park Building Rebuild	**450,000**
Total	**$ 475,000**

The 2025 CIB also provides for expenditures for all types of funds contained in the budget including municipal state aid, user fees, state grants, county funds and issuance of debt.

The first reading of the attached ordinance took place on October 14, 2025.

RECOMMENDED ACTION

By Motion: Approve the second reading of a transitory ordinance providing for the expenditure of funds from the Liquor Contribution Special Revenue Fund for certain capital improvements.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

City Charter Section 7.12, Subd. 2 requires that Special Revenue Funds used for capital improvements must be authorized by ordinance.

CRITICAL TIMING ISSUES

Under Section 3.09 of the City Charter, a transitory ordinance becomes effective 30 days after publication of the second hearing notice. The ordinance must be approved so that the capital projects can be completed on a timely basis and the funds expended.

FINANCIAL IMPACT

While the total 2025 CIB includes total budgeted expenditures of $32,445,854, the portion of the CIB concerning proposed funding from the Liquor Contribution Special Revenue fund is $475,000.

A transitory ordinance is necessary to finalize the appropriations utilizing special revenue funds for capital projects pursuant to City Charter.

The source of Special Revenue funds is municipal liquor profits.

LEGAL CONSIDERATIONS

The City Charter requires that a transitory ordinance be used to authorize the expenditure of Special Revenue funds on capital projects.

The City Attorney has reviewed the transitory ordinance and approved of its contents and its compliance with the City Charter.

ALTERNATIVE RECOMMENDATION(S)

None.

ATTACHMENTS

1. Transitory Ordinance for Expenditure from Liquor Contribution Special Revenue Fund (R1)

ORINDANCE NO. 2025-XX

TRANSITORY ORDINANCE NO. 19-XX

AN ORDINANCE PROVIDING FOR THE EXPENDITURE OF MONEY FROM THE LIQUOR CONTRIBUTION SPECIAL REVENUE FUND FOR CERTAIN CAPITAL IMPROVEMENTS

CITY OF RICHFIELD DOES ORDAIN:

Section 1: It is found and determined to be necessary and expedient for the City to expend money from the Liquor Contribution Special Revenue Fund for the making of capital improvements listed in Section 2 hereof, for which the City would be authorized to issue general obligation bonds.

Section 2: The capital improvements and amounts of expenditures for such improvements which are authorized to be paid from the Liquor Contribution Special Revenue Fund under Section 7.12, Subdivision 2 of the City Charter, are as follows:

Multi-Year Community Center Building Repair		10,000
Multi-Year Ice Arena Repair		15,000
Parks Major Maintenance & Repair		450,000
Total	$	475,000

Section 3: The expenditures authorized herein shall be made pursuant to such contracts as are authorized from time to time by Council action.

Passed by the City Council of the City of Richfield this 28th day of October 2025.

_____

Sean Hayford Oleary, Mayor Pro Tempore

ATTEST:

_____

Michelle Friedrich, City Clerk

DRAFT

City Council Meeting 10/28/2025
Agenda Section: Public Hearings
Agenda Item: 9.a.

Report Prepared By:
Matt Hardegger, Transportation Engineer

Department Director:
Kristin Asher, Public Works Director

Item for Consideration:
I-494 Vision Project 2 - Municipal Consent Public Hearing

EXECUTIVE SUMMARY

The Minnesota Department of Transportation has requested municipal consent from the City of Richfield for a highway project on I-494. State statute requires cities who have been asked for municipal consent to hold a public hearing within 60 days of the request. The city must then vote on approval or disapproval of the project's layout within 90 days of the Public Hearing.

Project 2 of the I-494 Corridor Vision would:

- Construct an E-ZPass lane on I-494 between I-35W and 24th Avenue
- Reconstruct pavement on I-35W between American Boulevard and 75th Street
- Reconstruct the railroad bridge at Pleasant Avenue
- Reconstruct 78th Street east of 12th Avenue
- Reconstruct the I-494/Highway 77 interchange
- Perform bridge deck rehabilitation on the Lyndale Avenue bridge over I-494.

Other work in the project's scope outside of Richfield includes E-ZPass extension on I-494 between West Bush Lake Road and Highway 100 and reconstruction of the I-35W/82nd Street interchange.

HISTORICAL CONTEXT

MnDOT is in the process of completing the approved I-494 Corridor Vision, which was developed in consultation with the adjacent communities along the corridor through a Project Advisory Committee of local and state elected officials. The Vision was originally broken into 4 individual projects, with projects expected to be advanced as funding became available.

Project 1 was given municipal consent by the Richfield City Council in February 2022 and began construction in 2023, with a bid price of approximately $377 Million. Project 1 included significant ramp reconfigurations at the I-35W/I-494 interchange and the I-494/Penn Avenue interchange, construction of an additional E-ZPass lane between Highway 100 and I-35W, construction of a new pedestrian bridge at Chicago Avenue, and access consolidation at Nicollet Avenue/Portland Avenue/12th Avenue resulting in access removal at Nicollet and 12th and a widened full-access interchange at Portland

Avenue. This work also included partial trail construction parallel to I-494 along 78th Street, reconstruction of the Portland Avenue/77th Street intersection, and reconstruction of portions of 78th Street. Richfield's cost participation on this project was roughly $3 Million.

Project 2 is a combination of the three remaining Vision projects. The project is estimated at $297 Million in the 2026-29 Draft State Transportation Improvement Program, inlcuding a $138 Million INFRA Grant from the USDOT in October 2024, and the remaining portion of a $134 Million 2018 Corridors of Commerce grant for the E-ZPass Lanes. The grant funding, along with other MnDOT funds, are expected to cover nearly all the costs of the project.

MnDOT requested municipal consent from the city on Friday, August 29th, 2025. This triggered the 60-day timeline for the city to hold a Public Hearing.

RECOMMENDED ACTION

Conduct a Public Hearing on MnDOT's request for municipal consent for Project 2 of the I-494 Corridor Vision.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Full Vision

Equity: The full buildout is expected to reduce congestion in south Richfield, decrease traffic along Nicollet Avenue and 12th Avenue, calm traffic on 78th Street between Chicago Avenue and 12th Avenue by removing through access to Portland Avenue, create improved pedestrian facilities on reconstructed freeway bridges for Nicollet Avenue, Portland Avenue, and 12th Avenue, and created a new pedestrian connection over I-494 at Chicago Avenue. The project, taken as a whole, is expected to improve both motorized and non-motorized transportation options in the city, which should result in reduced transportation-related delay and transportation-related costs.

Strategic Goals: The full Vision partially supports *City infrastructure supports service needs* and *Climate resilience is a priority* goals with the construction of the new non-motorized bridge over I-494 at Chicago Avenue, new ped/bike facilities along 78th Street and across I-494, reduced traffic on 12th Avenue, and the city not taking ownership of any of the reconstructed or new bridges over I-494. This new infrastructure does require additional maintenance, which may not support the *service needs* goal. The expanded freeway is expected to generate more traffic, which will increase greenhouse gas emissions in the corridor in the short term, which would not support the *climate resilience* goal.

Project 2

Equity: Project 2, taken alone, is expected to increase tailpipe emissions and tire-wear particulate matter, worsening air quality in the short term in the two historically disadvantaged Census tracts of the city. While MnDOT does expect that technological innovations will drastically reduce particulate matter along freeways by 2050, these reductions would not be due to the construction project. There is expected to be a short term reduction in travel times through the I-494 corridor as a result of the project, which may lead to less time delay for residents traveling along the corridor.

Strategic Goals: Project 2 supports *City infrastructure supports service needs* and

sustainable infrastructure financing. The project does not require significant city cost participation, and is expected to reduce congestion in the short term on roads in Richfield. Project 2 does not support *Climate resilience is a priority*, since an expanded I-494 is expected to attract more vehicles, which will create more greenhouse gas emissions in the short term. Additionally, Project 2 (and the full Vision) do not address stormwater capacity and flooding concerns in southeast Richfield, which would require upsizing of pipes within the I-494 corridor to meaningfully address.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

- The Municipal Consent process is defined in Minnesota Statutes, sections 161.162 to 161.167.
- The City Council created the Regional Project Evaluation Framework in 2023 to evaluate the impacts of projects like this on the community, and it will be used to evaluate Project 2.

CRITICAL TIMING ISSUES

A Public Hearing must be held at the October 28th City Council meeting to comply with Minnesota Statutes, section 161.164.

FINANCIAL IMPACT

- Richfield's expected cost participation in Project 2 is approximately $9,000.
- Additional costs may be incurred to construct elective items, such as local utility improvements or local lighting features.

LEGAL CONSIDERATIONS

Legal notice of the Public Hearing was published in the Sun Current newspaper on September 25th, 2025 and October 23rd, 2025.

ALTERNATIVE RECOMMENDATION(S)

None, holding the Public Hearing is a statutory requirement.

ATTACHMENTS

1. MnDOT Presentation Slides
2. MnDOT Summary Memo - Emissions and Noise Analysis
3. MnDOT I-494 Project 2 Proposed Layout

I-494 Corridor Vision
Municipal Consent Request

Andrew Lutaya, P.E.

Project Manager

DEPARTMENT OF TRANSPORTATION

mndot.gov

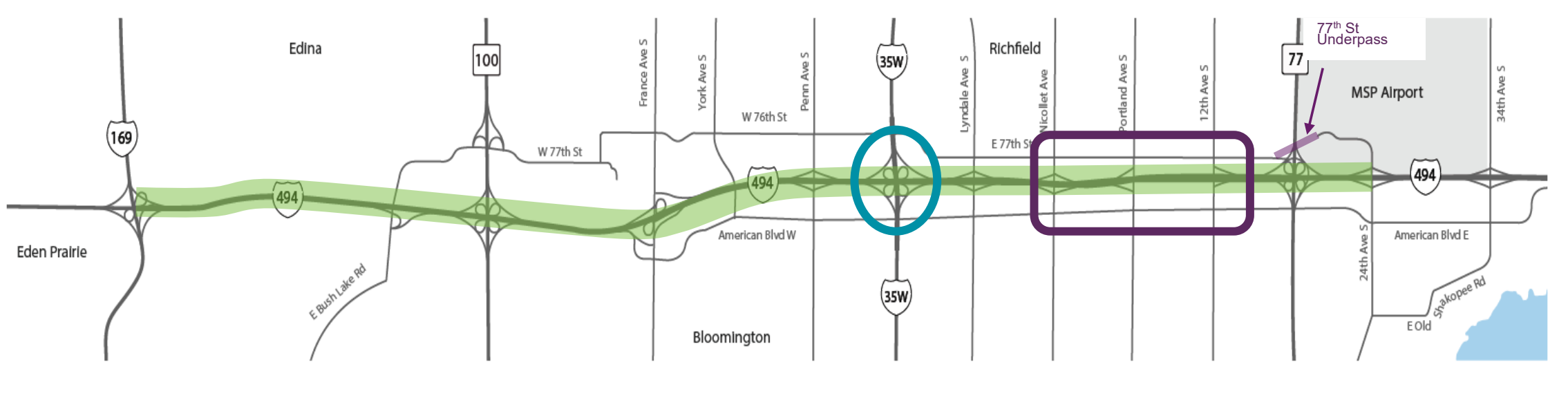
Agenda

1. Request for Municipal Consent
2. I-494 Corridor vision
   a) I-494 Phase II – Scope
3. I-494 Phase II – Local cost participation
4. I-494 Phase II – Construction Staging & Management of Traffic

Municipal Consent

- MN Statutes 161.162 to 161.167
  - Altered access
  - Increased or reduced traffic capacity
  - Required acquisition of permanent right of way
- Opportunity for municipalities to comment and approve of the project layout (MN Statute 161.164)
- Requested from Richfield because of:
  - Increased or reduced traffic capacity – EZ-Pass Lanes

Defined Corridor Vision

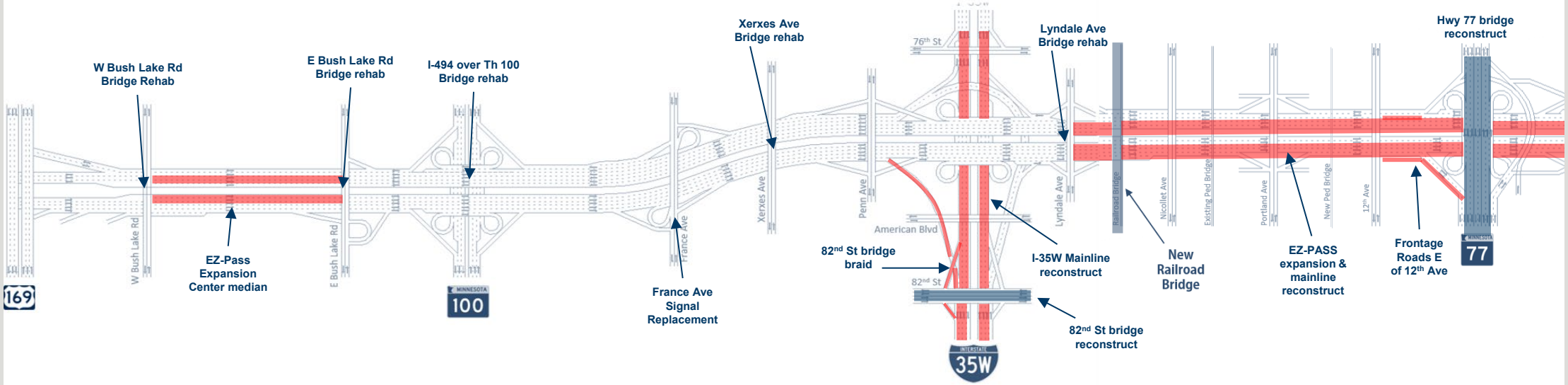


E-ZPass from Hwy 169 to 24th Ave

I-494/I-35W interchange

Access changes at Nicollet, Portland and 12th

I-494 - Phase II



Project Scope

- Construct E-ZPass lanes from Th 169 to Hwy 100 & I-35W to TH 77
- Reconstruct existing mainline lanes on I-494 and on I-35W
- Reconstruct Th 77 bridges over I-494
- Reconstruct 82nd St bridge over I-35W
- Reconstruct CPCK RR bridge over I-494
- Joint repair of the existing 84-inch trunkline from Lyndale Ave to 34th Ave.
- Multi-model i.e. Bike, Ped & ADA improvements

City of Richfield Local cost participation

- Street lighting along N Frontage Rd - $7k
- Contingency & engineering - $2K
- **Total estimate local share for project 2 is $9K**

Proposed MOT & Staging

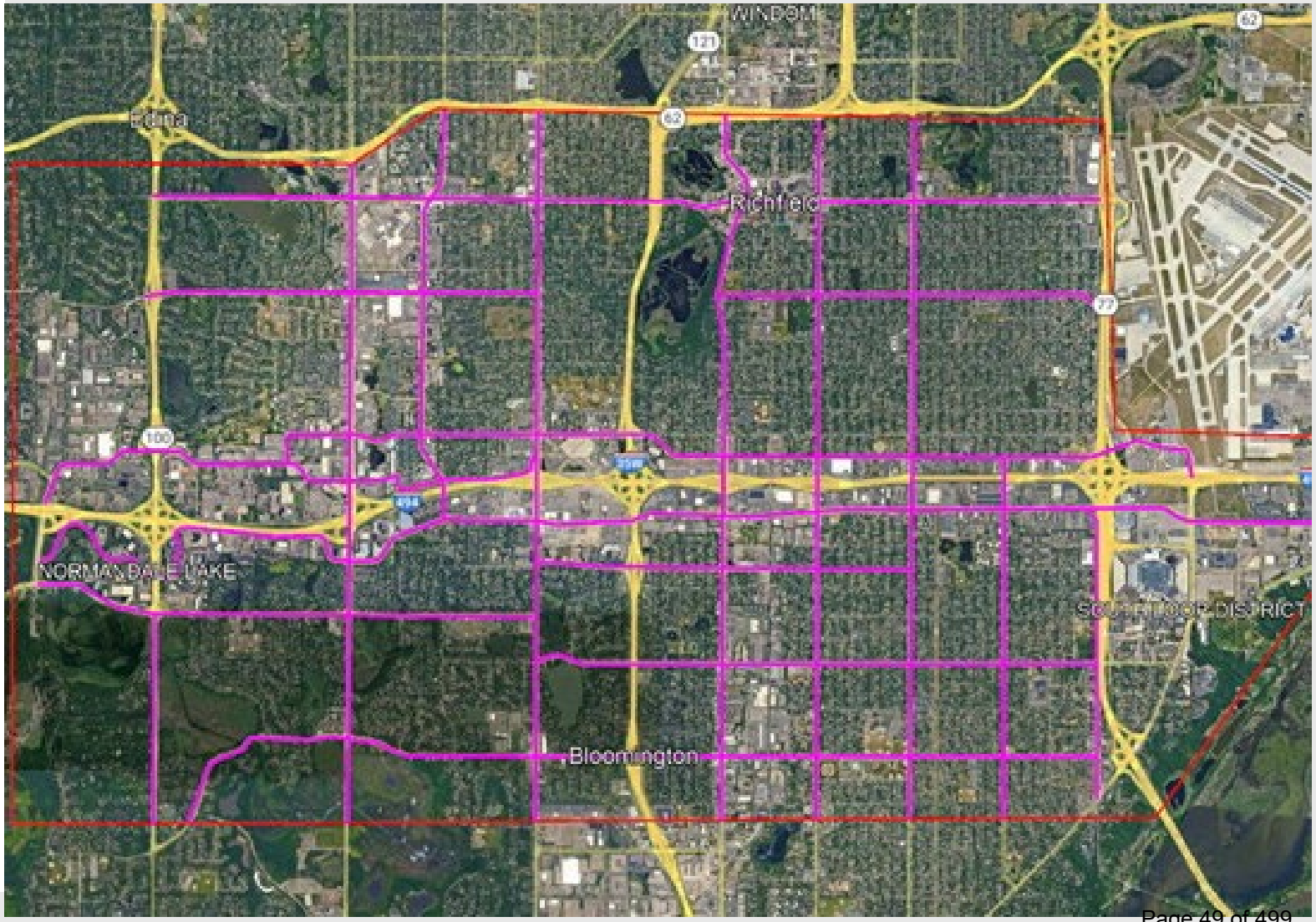
- 4-year construction
- Maintain 3 lanes in each direction on both I-35W & I-494
- 2027 – Focus on utility relocations & temporary widening
- 2028 & 2030 – Major mainline impacts

I-494 - Phase II

Traffic Management Plan

The following areas that were not in the Phase 1 area, to be included for Phase II monitoring

- South Loop District
- MSP Airport
- I-35W and 94th and 98th Interchanges
- 98th Street/EOSR Corridor
- Diagonal Blvd (Lyndale to TH 77)



DEPARTMENT OF TRANSPORTATION

Thank you again!

Andrew Lutaya

Andrew.Lutaya@state.mn.us

651-234-7563

1. Highway Noise Analysis

Traffic noise impact is defined as a future (2050) Build noise level that approaches or exceeds the Federal Highway Administration (FHWA) Noise Abatement Criteria (NAC) or a future noise level that creates a substantial noise increase of 5 dBA or more, over existing noise levels.

Noise barrier construction decisions are based on a study of feasibility and reasonableness.

Feasibility – includes both Acoustic Feasibility (Noise Reduction) and Engineering Feasibility (Constructability)

Reasonableness - There are three reasonableness factors or "tests" that must be met for a noise abatement measure to be considered reasonable.

1. Noise Reduction Design Goal - receptor is considered "benefited" if it receives a minimum noise reduction of 5 dBA (see Acoustic Feasibility (Noise Reduction), "reasonableness" criteria requires a noise reduction design goal of at least 7 dBA for at least one benefited receptor at each proposed noise wall

2. Cost Effectiveness – Based on maximum barrier height of 20 ft and cost of $78,500 per benefited receptors. **The cost effectiveness threshold of $78,500 per benefited receptor is based on an estimated noise wall construction cost of $36 per square foot (ft2).**

3. Viewpoint of Benefited Residents and Owners – Benefited receptors get to vote for the noisewall. The owners of the property get two votes, the resident 1 vote for a total of 3 votes per dwelling unit.

Noise Sensitive Area X – City of Richfield.

NSA X is located northwest of the I-494 and I-35W interchange, surrounding the intersection of West 76th Street and Knox Avenue. Land uses in NSA X include residential uses and retail facilities.

Noise Barrier X-1 was modeled attempting to shield impacted receptors on the east side of Fountainhead Apartments. Wall didn't meet the MnDOT noise reduction design goal of at least 7 dBA for at least one benefited receptor. This wall will not be proposed.

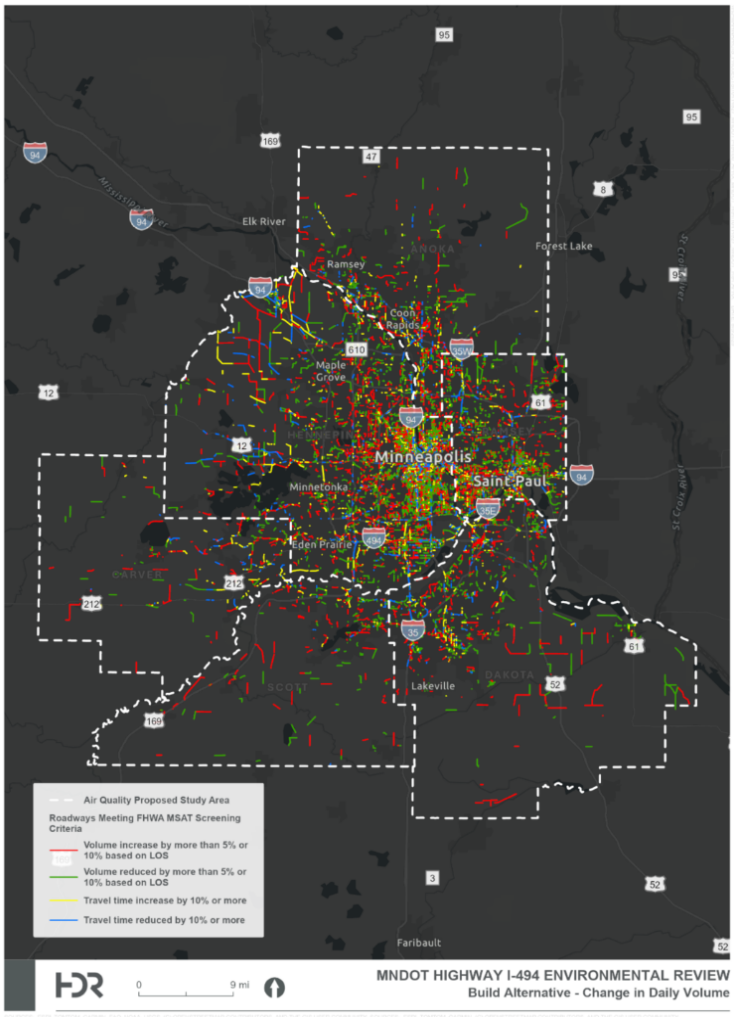
The estimated cost for this wall was $916,632.

Noise Barrier X-2 was modeled attempting to shield the impacted receptors on the north side of Fountainhead Apartments. Wall didn't meet the MnDOT noise reduction design goal of at least 7 dBA for at least one benefited receptor. This wall will not be proposed.

The estimated cost for this wall was $299,700.

Noise Barrier X-3 was analyzed for three of the impacted homes along the north side of West 76th Street between Logan Avenue and Morgan Avenue. Construction of a noise wall at this location is not feasible due to the need to maintain residential driveway access to West 76th Street. This wall will not be proposed.

2. Air Quality Analysis



Only roadway links located within Hennepin, Ramsey, Anoka, Scott, Carver and Dakota counties that meet the screening criteria above are included in the analysis

In accordance with EPA and FHWA guidance, the area of influence was identified based on the following criteria when comparing the No Build Alternative and the Phase 2 Construction Project:

- ± 5 percent or more in annual average daily traffic (AADT) on congested highway links of level of service (LOS) D or worse;
- ± 10 percent or more in AADT on uncongested highway links of LOS C or better;
- ± 10 percent or more in travel time

This quantitative Criteria Air Pollutant (CAP) and Mobile Source Air Toxics (MSAT) analysis uses the EPA's Motor Vehicle Emission Simulator version 5 (MOVES5) tool.

The Met Council's 2050 model accounts for all "regionally significant" projects with reasonably available funding. These projects also must be identified in the 2050 TPP.

Below is a link to the 2050 TPP interactive map. That map shows all the projects included in the 2050 regional model. It includes TH 252 and TH 13.

Transportation Policy Plan - Metropolitan Council

There was a data error discovered on the results shared at the council workshop. The error was on how aggregate data was reported (i.e. Daily vs Annual); the MOVES model already reports results as annualized numbers, yet the input date is based on daily inputs. So, the compounding error was

multiplying the output results by 365. The % comparison between No Build vs Build doesn't change but the magnitude/pounds of emissions are much less.

The MOVES model is a regional model, that reports data on a nationwide, statewide or county wide level. Input data like vehicle fleet distributions, vehicle age distributions, travel speeds, etc., are collected at a county wide level. There isn't an accurate way to narrow down the results to a specific city/community; the roadways considered in the model run are only those showing a % change in volume or speeds, per federal guidelines.

Air Quality Analysis Results

Similar to the initial reported data, the mixed results are still true, some air quality pollutants show minor decrease, some show no change, and others show minor increase. Accordingly, and consistent with Hennepin County's current attainment status, the projected contribution of criteria air pollutants under the Build Alternative is not anticipated to cause any National Ambient Air Quality Standards (NAAQS) exceedances.

Greenhouse Gas (GHG) Emissions Analysis

Based on the data error discovered, the revised operations analysis results are tabled below.

It's worth mentioning; to date, the state has not defined what an acceptable magnitude of impact to GHG is, so at the moment, we can only report on the results of the analysis but no mitigation is expected to be done.

Table 1. Operational Analysis Results

Operational Emissions (Base Year and Design Year)	CO_2e, Metric Tons Per Year
Baseline (2018)	~~261.5 Million~~ 716,402
No Build Alternative (2050)	~~126.0 Million~~ 345,082
Build Alternative (2050)	~~127.5 Million~~ 349,332
Difference Build vs No-Build Alternatives	~~1.5 Million~~ 4,250 (1.2% change)
Cumulative Difference over project lifetime (20 years)	**CO_2e, Metric Tons (total)**
	~~31.0 Million~~ 84,998

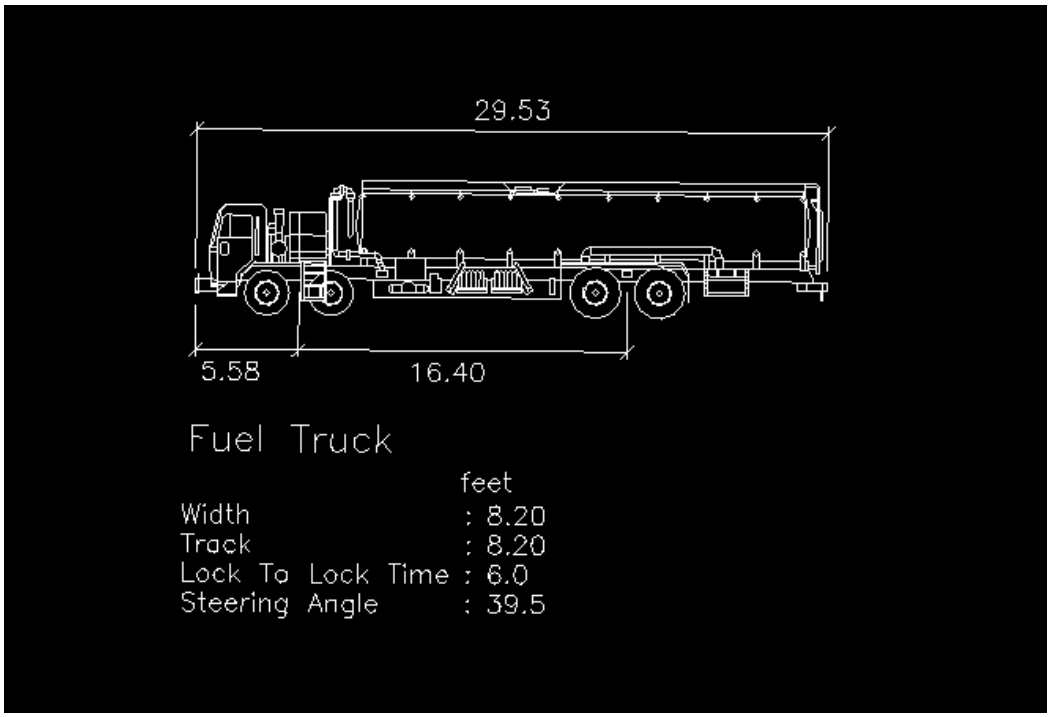
In summary the results presented on air quality and greenhouse gas emissions report on the I-494 project's influence on the metro area region i.e. 2018 conditions (Existing), 2050 projections with just

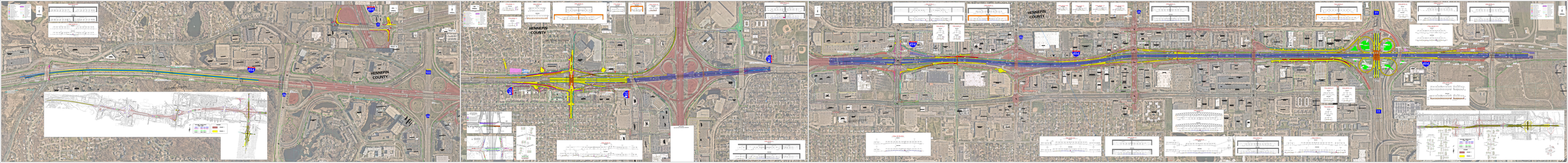
Project 1 (referred to as 2050 no build) vs projects 1+2 (referred to as 2050 build). The margins are narrow to conclusively state whether the project impacts are positive or negative to warrant mitigation.

3. Winners Gas Station

Through the Right of Way acquisition process, the state settled with the owner of the Winner's gas station. Initial concepts for this area showed the gas station losing all access to Portland Ave and therefore a total take for the business was considered.

However, the property owner chose to retain operations and indicated that a smaller gas delivery truck would work for them. Compensations for impacts to the owner's business were agreed to by both parties and were concluded.

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HENNEPIN COUNTY

City Council Meeting 10/28/2025
Agenda Section: Proposed Ordinances
Agenda Item: 10.a.

Report Prepared By:
Courtney DesCamps, Senior Analyst

Department Director:
Katie Rodriguez, City Manager

Item for Consideration:
Consider second reading of an ordinance imposing a tax on lodging and repealing and replacing in its entirety Chapter 14 of the Richfield Code of Ordinances.

EXECUTIVE SUMMARY

The proposed ordinance repeals and replaces Chapter XIV of the Richfield City Code related to the lodging tax. The purpose of this action is to align the City's ordinance with current state law and authorize the Minnesota Department of Revenue to administer and collect the City's local lodging tax on the City's behalf, beginning January 1, 2026.

Under Minnesota Statutes, Section 469.190, the City is authorized to impose a tax of up to three percent. The proposed ordinance maintains the existing three percent rate and updates definitions and administrative provisions to align with state sales and use tax laws. Transferring collection authority to the State will streamline administration, enhance compliance, and reduce the administrative burden on both local lodging operators and City staff.

This ordinance complements the City Council's recent adoption of the short-term rental licensing ordinance on September 23, 2025, which requires all short-term rental operators, both owner-occupied and non-owner-occupied, to obtain a City license. Together, these actions establish a clear regulatory and taxation framework for all lodging activities in Richfield. Current short-term rental owners will be notified of the new licensing process and the transition to state-administered lodging tax collection. Lodging tax revenues will continue to support tourism and marketing initiatives through the City's designated tourism bureau, the Richfield Tourism and Promotion Board (Visit Richfield), in accordance with state statute. The first reading of this ordinance was approved by the City Council on October 14.

HISTORICAL CONTEXT

In 1990, the City of Richfield imposed a three percent lodging tax on hotels and similar establishments to support tourism and marketing efforts. Historically, the City collected this tax directly from operators. With the growth of short-term rentals and recent state authorization for centralized administration, the City is now transitioning lodging tax collection to the Minnesota Department of Revenue to ensure consistency and compliance across all lodging types.

RECOMMENDED ACTION

By motion: Approve second reading of an ordinance imposing a tax on lodging and repealing and replacing in its entirety Chapter 14 of the Richfield Code of Ordinances.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Transferring lodging tax collection to the state ensures fair and consistent administration across all lodging types, including newly licensed short-term rentals. This change promotes equity among operators, reduces administrative burden, and supports the City's goals of efficient and transparent governance.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

Minnesota Statutes, Section 469.190, authorizes cities to impose and delegate collection of a local lodging tax. The proposed ordinance repeals and replaces Chapter XIV of the Richfield City Code to align with this statute. The action also complements the City's recently adopted Short-Term Rental Licensing Ordinance (adopted September 23, 2025).

CRITICAL TIMING ISSUES

State collection of the City's lodging tax will begin January 2026. To align with this transition, the City must adopt the updated ordinance this fall. Short-term rental license applications are due by November 14, 2025, to ensure compliance before the state assumes tax collection.

FINANCIAL IMPACT

The City's three percent lodging tax rate will remain unchanged. Lodging tax revenues will continue to support tourism and marketing through the City's designated tourism bureau. Transitioning tax collection to the state should improve compliance, thereby increasing revenue, and streamline administration. Per the City's agreement with the Richfield Tourism and Promotion Board (RTPB), 95% of the lodging tax is remitted to the tourism board to promote the City as a destination for visitors.

LEGAL CONSIDERATIONS

The ordinance is authorized under Minnesota Statutes, Section 469.190, which permits cities to impose a local lodging tax of up to three percent and to delegate collection to the Minnesota Department of Revenue. The repeal and replacement of Chapter XIV ensures consistency with state law and establishes clear authority for the State to collect the tax on the City's behalf.

ALTERNATIVE RECOMMENDATION(S)

None.

ATTACHMENTS

1. 2025-XX Proposed Lodging Tax Ordinance
2. 2025-10-28 Resolution XXXXX Lodging Summary Publication

BILL NO. XXXX-XX

AN ORDINANCE IMPOSING A TAX ON LODGING AND REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER XIV OF THE RICHFIELD CODE OF ORDINANCES

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Chapter XIV of the Richfield Code of Ordinances is repealed in its entirety.

Section 2. A new Chapter XIV is adopted as follows:

CHAPTER XIV - LODGING

SECTION 1400. – TAX IMPOSED UPON LODGING

1400.01 – Authority.

In accordance with Minnesota Statutes, section 469.190 the City of Richfield, Minnesota is authorized to impose a tax of up to three percent (3%) on gross receipts from the furnishing for consideration of lodging at a hotel, motel, rooming house, tourist court, or resort, other than the renting or leasing of it for a continuous period of 30 days or more.

1400.02 – Definitions.

Subdivision 1. The following words, terms, and phrases have the meanings given to them in this chapter unless the language or context clearly indicates a different meaning is intended. Minnesota Statutes, section 270C.171, is incorporated for definitions in this chapter. In any potential conflict between the statute and this chapter, the statute shall take precedence.

Subd. 2. Commissioner. "Commissioner" means the commissioner of revenue of the state of Minnesota or a person to whom the commissioner has delegated functions.

Subd. 3. **City**. "City" means the City of Richfield, Minnesota.

Subd. 4. Lodging and related services. "Lodging and related services" means lodging and related services by a hotel, rooming house, resort, campground, vacation rental, motel, or trailer camp, including furnishing the guest of the facility with access to telecommunication services, and the granting of any similar license to use real property in a specific facility, other than the renting or leasing of it for a continuous period of 30

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days or more under an enforceable written agreement that may not be terminated without prior notice.

Subd. 4a. Accommodations intermediary. "Accommodations intermediary" means any person or entity, other than an accommodation's provider, that facilitates the sale of lodging as defined in subdivision 4, and that charges a room charge to a customer. The term "facilitates the sale" includes brokering, coordinating, or in any way arranging for the purchase of or the right to use accommodations by a customer.

Subd. 4b. Accommodations provider. "Accommodations provider" means any person or entity that furnishes lodging and related services, as defined in subdivision 4, to the general public for compensation. The term "furnishes" includes the sale of use or possession, or the sale of the right to use or possess.

Subd. 5. State sales and use tax laws and rules. "State sales and use tax laws and rules" means those provisions of the state revenue laws applicable to state sales and use tax imposition, administration, collection, and enforcement, including Minnesota Statutes, chapters 270C, 289A, 297A, 469A, and Minnesota Rules, chapter 8130, as amended from time to time.

1400.03 - Local Lodging Tax Imposed; Amount of Tax; Coordination with State Sales and Use Tax Laws and Rules.

A local lodging tax is imposed in the amount of three percent (3%) on the gross receipts from sales of lodging and related services, as defined in subsection 1400.02, subdivision 4, sourced within City limits which are taxable under the state sales and use tax laws and rules. All of the provisions of the state sales and use tax laws and rules apply to the local sales and use tax imposed by this chapter. The local lodging tax imposed by this chapter shall be collected and remitted to the Commissioner by the accommodation's provider on any sale when the state sales tax must be collected and remitted to the Commissioner under the state sales and use tax laws and rules and is in addition to the state sales and use tax.

1400.04 - Advertising no tax.

It shall be unlawful for any accommodations intermediary or accommodations provider to advertise or hold out or state to the public or any customer, directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the accommodations intermediary or accommodations provider, or that it will not be added to the rent or that, if added, it or any part thereof will be refunded.

1400.05 - Use of proceeds.

All of the revenues, interest, and penalties derived from the lodging tax imposed by this chapter collected by the Commissioner and remitted to the City shall be deposited by the City Finance Director in the City treasury and shall be credited to the fund established to pay the costs of collecting the lodging tax imposed by this chapter and to fund a local convention or tourism bureau.

Section - 1400.06 - Agreement with the Commissioner.

The City may enter into an agreement with the Commissioner regarding each party's respective roles and responsibilities related to the imposition, administration, collection, enforcement, and termination of the lodging tax imposed by this chapter. Any such agreement shall not abrogate, alter, or otherwise conflict with the state sales and use tax laws and rules, this chapter, or Minnesota Statutes Section 469.190.

Section 3. Severability. Every section, provision and part of this ordinance is declared severable from every other section, provision and part thereof. If any section, provision or part of this ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision or part of this ordinance.

Section 4. Effective Date. This ordinance will be effective in accordance with Section 3.09 of the City Charter, and the tax imposed hereunder shall commence on 1st day of January, 2026.

Adopted by the City of Richfield, Minnesota, this 28th day of October 2025.

_____
Sean Hayford Oleary, Mayor Pro Tempore

ATTEST:

_____
Michelle Friedrich, City Clerk

DRAFT

CITY OF RICHFIELD
RESOLUTION NO. XXXXX

RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE IMPOSING A TAX ON LODGING AND REPEALING AND REPLACING IN ITS ENTIRETYCHAPTER XIV OF THE RICHFIELD CODE OF ORDINANCES

WHEREAS, the City has adopted the above-referenced amendment of the Richfield City Code; and

WHEREAS, the verbatim text of the amendment is cumbersome, and the expense of publication of the complete text is not justified.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

SUMMARY PUBLICATION
BILL NO. 2025-XX

AN ORDINANCE IMPOSING A TAX ON LODGING AND REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER XIV OF THE RICHFIELD CODE OF ORDINANCES

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

This ordinance repeals and replaces City Code Chapter XIV to include a new section 1400 relating to imposing a tax on lodging.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the City Clerk's office at 612-861-9739.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of October, 2025.

_____
Sean Hayford Oleary, Mayor Pro Tempore

ATTEST:

_____
Michelle Friedrich, City Clerk

City Council Meeting 10/28/2025
Agenda Section: Resolutions
Agenda Item: 11.a.

Report Prepared By:
Steve McDaniel, Budget, Cash, and Debt Manager

Department Director:
Mary Bogie, Interim Finance Director

Item for Consideration:
Consider a resolution providing for the sale of $6,160,000 General Obligation Sales Tax Revenue Bonds, Series 2025A.

EXECUTIVE SUMMARY
The Series 2025A bonds will finance the improvements to the Wood Lake Nature Center building project and the Veterans Park Complex project.

HISTORICAL CONTEXT
In the General Election of November 5, 2024, Richfield voters approved the issuance of a local sales tax to fund three parks and recreation capital improvement projects: a new building at Wood Lake Nature Center, improvements to the facilities of Veterans Park Complex, and a new Richfield Community Center building. The the first issuance of general obligation bonds in the amount of $10,000,000 took place in December 2024. The December 2024 general obligation bonds were intended to only be used for the Wood Lake Nature Center building project. The general obligation bonds to be sold in November 2025 will contribute an additional $1,000,000 in funding towards the Wood Lake Nature Center building project and $5,000,0000 in funding towards the Veterans Park Complex project. The remaining $160,000 is related to financial costs of issuing the bonds.

RECOMMENDED ACTION
By Motion: Approve the attached resolution providing for the sale of $6,160,000 General Obligation Sales Tax Revenue Bonds, Series 2025A.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)
Issuance of the G.O. Sales Tax Revenue Bonds of 2025A is supported by Minnesota Statutes, Chapter 475 (General Bonding Authority) and Minnesota Session Laws 2023, Regular Session; Chapter 64-HF No. 1938; Article 10, Section 44.

CRITICAL TIMING ISSUES
The Wood Lake Nature Center building project planning has been taking place for the last four years and construction commenced in 2025. The proposed $1,000,000 General Obligation Sales Tax Bonds will allow the construction schedule to stay on track for 2025 and will take advantage of lower interest rates on the debt.

Staff and the contracted architectural firm, JLG Architects, are moving through the final design and engineering phases for the Veterans Park Complex project. The proposed $5,000,000 General Obligation Sales Tax Bonds will allow the construction schedule to stay on track for 2025 and will take advantage of lower interest rates on the debt.

FINANCIAL IMPACT

The estimated total cost of the Wood Lake Nature Center building project is $26,000,000. Funding for the project is to be provided by General Obligation Sales Tax Bonds, Federal grants, and State of Minnesota bond funding.

The estimated total cost of the Veterans Park Complex project is $9,000,000. Funding for the project is to be provided by General Obligation Sales Tax Bonds.

The debt service on the $6,160,000 bonds will be provided from local sales tax revenues as approved by the referendum on November 5, 2024. First receipt of those sales tax revenues occurred in the 2nd quarter of 2025. The bonds are being issued for a term of 6 years.

The bonds are being issued for a 6-year period with the first interest payment on the bonds due in August 2026. Principal payments will begin February 1, 2027.

LEGAL CONSIDERATIONS

Legal Counsel has reviewed the Pre-Sale report and the attached resolution.

ALTERNATIVE RECOMMENDATION(S)

None.

ATTACHMENTS

1. Pre-Sale Report 2025A
2. Resolution calling for sale of $6,160,000 G.O. Sales Tax Revenue Bonds 2025A

October 28, 2025

PRE-SALE REPORT FOR

City of Richfield, Minnesota

$6,160,000 General Obligation Sales Tax Bonds, Series 2025A

Prepared by:

Ehlers
3001 Broadway Street, Suite 320
Minneapolis, MN 55413

Advisors:

Rebecca Kurtz, Senior Municipal Advisor
Jason Aarsvold, Senior Municipal Advisor
Brian Reilly, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$6,160,000 General Obligation Sales Tax Bonds, Series 2025A

Purposes:

The proposed issue includes financing for a portion of the improvements to the Veteran's Park project ($5 million) and improvements to the Wood Lake Nature Center building ($1 million). This is the second of multiple issues for this project and for the sales tax revenues.

Debt service will be paid from sales tax revenues.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapter:

- Minnesota Session Laws 2023, Regular Session; Chapter 64 – HF No. 1938; Article 10, Section 44
- 475 – General Bonding Authority

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Bonds are being issued for a term of 6 years. Principal on the Bonds will be due on February 1 in the years 2027 through 2031. Interest will be due every six months beginning August 1, 2026.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2029 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than $10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

The City's most recent bond issues were rated by S&P Global Ratings. The current rating on those bonds is "AA+"/Stable. The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a $2,000,000 offering may receive bids that result in proceeds of $2,040,000 to $2,200,000.

For this issue of Bonds we have been directed to use the net premium to reduce the size of the issue; however, this will be confirmed on the day of sale. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than $10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exceptions to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Risk Factors:

Sales Tax Revenue: A portion of the debt is being paid with sales tax revenue. It should be noted that the amount of revenue is estimated at this time and the actual amount of sales tax revenue that will be available in the future is subject to legislative changes, economic conditions, commercial/retail businesses subject to the tax and actual annual sales subject to the sales tax. If sales tax revenue is inadequate and other funding sources are not available, the City may have to levy taxes to pay debt service on the bonds or appropriate sufficient funds from other sources.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services, please contact us.

Bond Counsel: Kennedy & Graven, Chartered

Paying Agent: Bond Trust Services Corporation

Rating Agency: S&P Global Ratings (S&P)

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	October 28, 2025
Due Diligence Call to Review Official Statement:	Week of November 10, 2025
Conference with Rating Agency:	Week of November 10, 2025
Distribute Official Statement:	November 13, 2025
City Council Meeting to Award Sale of the Bonds:	November 25, 2025
Estimated Closing Date:	December 18, 2025

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Resolution Authorizing Ehlers to Proceed with Bond Sale

EHLERS' CONTACTS

Rebecca Kurtz, Senior Municipal Advisor	(651) 697-8516
Jason Aarsvold, Senior Municipal Advisor	(651) 697-8512
Brian Reilly, Senior Municipal Advisor	(651) 697-8541
Emily Wilkie, Senior Public Finance Analyst	(651) 697-8588
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of Richfield, Minnesota

$6,160,000 General Obligation Sales Tax Bonds, Series 2025
Assumes Current Market BQ AA+ Rates plus 50bps
5 Years

Sources & Uses

Dated 12/18/2025 | Delivered 12/18/2025

Sources Of Funds

Par Amount of Bonds	$6,160,000.00
Total Sources	**$6,160,000.00**

Uses Of Funds

Total Underwriter's Discount (1.200%)	73,920.00
Costs of Issuance	84,000.00
Deposit to Project Construction Fund	6,000,000.00
Rounding	2,080.00
Total Uses	**$6,160,000.00**

City of Richfield, Minnesota

$6,160,000 General Obligation Sales Tax Bonds, Series 2025

Assumes Current Market BQ AA+ Rates plus 50bps

5 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/18/2025	-	-	-	-	-
08/01/2026	-	-	111,860.83	111,860.83	-
02/01/2027	1,175,000.00	2.950%	90,291.25	1,265,291.25	1,377,152.08
08/01/2027	-	-	72,960.00	72,960.00	-
02/01/2028	735,000.00	2.900%	72,960.00	807,960.00	880,920.00
08/01/2028	-	-	62,302.50	62,302.50	-
02/01/2029	760,000.00	2.900%	62,302.50	822,302.50	884,605.00
08/01/2029	-	-	51,282.50	51,282.50	-
02/01/2030	780,000.00	2.900%	51,282.50	831,282.50	882,565.00
08/01/2030	-	-	39,972.50	39,972.50	-
02/01/2031	2,710,000.00	2.950%	39,972.50	2,749,972.50	2,789,945.00
Total	**$6,160,000.00**	**-**	**$655,187.08**	**$6,815,187.08**	**-**

Yield Statistics

Bond Year Dollars	$22,330.78
Average Life	3.625 Years
Average Coupon	2.9340092%
Net Interest Cost (NIC)	3.2650322%
True Interest Cost (TIC)	3.2904402%
Bond Yield for Arbitrage Purposes	2.9328686%
All Inclusive Cost (AIC)	3.7040695%

IRS Form 8038

Net Interest Cost	2.9340092%
Weighted Average Maturity	3.625 Years

EXTRACT OF MINUTES OF MEETING
OF THE CITY COUNCIL OF THE
CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Richfield, Minnesota, was duly held in the City Hall in said City on October 28, 2025, commencing at 7:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2025A, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $6,160,000; AND TAKING OTHER ACTIONS WITH RESPECT THERETO

BE IT RESOLVED By the City Council ("Council") of the City of Richfield, Minnesota (the "City"), as follows:

1. Background; Authorization.

(a) The City is authorized, pursuant to Laws of Minnesota 2023, Chapter 64, Article 10, Section 44 (the "Special Law") and Minnesota Statutes, Chapter 475, as amended (the "Act"), to finance the construction of certain regional projects through the issuance of general obligation bonds.

(b) The Special Law provides, in part, that general obligation bonds may be issued to finance the construction of certain regional projects in the City, including the Wood Lake Nature Center (the "Wood Lake Project") in the principal amount not to exceed $11,000,000, and the Veterans Park Complex (the "Veterans Park Project") in the principal amount not to exceed $9,000,000, plus associated bonding costs, and that the bonds for the Wood Lake Project and the Veterans Park Project may be paid from or secured by any funds available to the City, including a sales and use tax. The Wood Lake Project and the Veterans Park Project are collectively referred to as the "Projects."

(c) In a November 5, 2024 special election, a majority of City voters approved a ballot question relating to the imposition of a sales and use tax of one-half of one percent (0.50%) (the "Sales and Use Tax") for twenty (20) years after first being imposed or when the Council determines that the amount received from the Sales and Use Tax is sufficient to pay for the costs of the Projects and another project authorized by the Special Law, whichever comes first. The Council has approved an ordinance imposing the Sales and Use Tax.

(d) On December 30, 2024, the City issued its General Obligation Sales Tax Bonds, Series 2024A, the original aggregate principal amount of $10,000,000, to finance the Wood Lake Project, leaving a remaining unused bonding authority of $1,000,000 for that project.

(e) The Council hereby finds and determines that it is necessary and expedient to the sound financial management of the affairs of the City to authorize the issuance of its General Obligation Sales Tax Bonds, Series 2025A (the "Bonds"), in the aggregate principal amount not to exceed $6,160,000, pursuant to the Special Law and the Act, to finance a portion of the Projects, and related financing costs.

2. Sale of Bonds. The City has retained Ehlers and Associates, Inc. (the "Municipal Advisor"), to serve as the City's independent municipal advisor with respect to the offer and sale of the Bonds and, therefore, is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale.

3. Authority of Municipal Advisor. The Municipal Advisor is authorized and directed to assist the City in the preparation and dissemination of a Preliminary Official Statement to be distributed to potential purchasers of the Bonds and to open, read, and tabulate the proposals for the purchase of the Bonds for presentation to the Council. The Municipal Advisor is further authorized and directed to assist the City in the award and sale of the Bonds on behalf of the City after receipt of written proposals and to assist the City in the preparation and dissemination of a final Official Statement with respect to the Bonds.

4. Acceptance of Proposal. The Council shall meet at the time specified in the Preliminary Official Statement or at such other time designated by the Council to receive and consider proposals for the purchase of the Bonds and take any other appropriate action with respect to the Bonds.

5. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, is authorized to act as bond counsel for the City ("Bond Counsel"), and to assist in the preparation and review of necessary documents, certificates, and instruments related to the Bonds. The officers, employees, and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

6. Reimbursement from Bond Proceeds. The City may incur certain expenditures that may be financed temporarily from sources other than the Bonds and reimbursed from the proceeds of the Bonds. Treasury Regulation § 1.150-2 (the "Reimbursement Regulations") provides that proceeds of tax-exempt bonds allocated to reimburse expenditures originally paid from a source other than the tax-exempt bonds will not be deemed expended unless certain requirements are met. In order to preserve its ability to reimburse certain costs from proceeds of the Bonds in accordance with the Reimbursement Regulations, the City hereby makes its declaration of official intent (the "Declaration") described below to reimburse certain costs

(a) Declaration of Intent. The City proposes to issue the Bonds to finance the costs of the Projects. The City may reimburse original expenditures made for certain costs of the Projects from the proceeds of the Bonds in an estimated maximum principal amount of $6,160,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

(b) Declaration Made Not Later Than 60 Days. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the Bonds, except for the following expenditures: (a) costs of issuance of the Bonds; (b) costs in an amount not in excess of $100,000 or five percent (5%) of the proceeds of the Bonds; or (c) "preliminary expenditures" up to an amount not in excess of twenty (20) percent of the aggregate issue price of the Bonds that finance or are reasonably expected by the City to finance the Projects for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of the Projects, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

(c) Reasonable Expectations; Official Intent. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Projects and the principal amount of the Bonds described in Section 6(a), above, are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of the Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such original expenditures. This Resolution is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor of the motion:

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) ss.
)
CITY OF RICHFIELD)

I, the undersigned, being the duly qualified City Clerk of City of Richfield, Hennepin County, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on October 28, 2025, with the original minutes on file in my office, and the extract is a full, true, and correct copy of the minutes insofar as they relate to they relate to authorizing the issuance of the City's General Obligation Sales Tax Bonds, Series 2025A, in the maximum aggregate principal amount of $6,160,000.

WITNESS My hand officially as such City Clerk this _____ day of October, 2025.

_____
Clerk of the City
City of Richfield, Hennepin County, Minnesota

City Council Meeting 10/28/2025
Agenda Section: Other Business
Agenda Item: 12.a.

Report Prepared By:
Mark McKinley, Administrative Assistant

Department Director:
Katie Rodriguez, City Manager

Item for Consideration:
Consider appointment of youth commissioners to City advisory board/commissions.

EXECUTIVE SUMMARY

City advisory commission terms for youth members are for one year and terms expire on August 31, 2026. The City Manager's office offers an ongoing recruitment window for vacant youth commissioner seats and includes information on the City's website, Facebook page, and communication with the local high schools.

Applications received were forwarded to Council for review.

HISTORICAL CONTEXT

RECOMMENDED ACTION

By motion: Approve the appointment of the following youth commissioners:

- **Mohamed Noor to the Sustainability Commission**
- **Juwan Núñez to the Human Rights Commission**

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Youth commissioners bring lived experiences and perspectives that are often missing in decision making. Appointing youth commissioners ensures policies and programs are shaped by those directly impacted.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

City advisory commissions were established by City ordinance or resolution.

CRITICAL TIMING ISSUES

Terms of City advisory commission youth members expire on August 31, 2026.

FINANCIAL IMPACT

LEGAL CONSIDERATIONS

ALTERNATIVE RECOMMENDATION(S)

The City Council may choose to defer the appointments to a future City Council meeting; however, this would leave vacancies on the board/commissions.

ATTACHMENTS

None

City Council Meeting 10/28/2025
Agenda Section: Other Business
Agenda Item: 12.b.

Report Prepared By:
John Evans, Analyst

Department Director:
Kris Weiby, Facilities Manager

Item for Consideration:
Consider approval of agreements with the contractors listed within for the renovation of the Richfield Pool, a sub-project of the Veterans Park Improvement Project, totaling $2,244,724.40.

EXECUTIVE SUMMARY

Bids were solicited for the Richfield Pool Renovation, a sub-project of the Veterans Park Improvement Project, and competitive bids were opened on September 25, 2025. Bids were received for each specific specialized area of work for the project and the lowest responsible bids were chosen. In total, the project will involve 17 agreements for a total project cost of $3,301,789 (only these six agreements exceed $175,000 and require Council approval).

Aqua Logic, Inc.	Replaster main pool liner	$798,000.00
Fischer Bros LLC.	Restore water slide. Install pool zip line	$304,450.00
Webber Recreational Design, Inc.	Install Pool Play Structure	$297,387.40
Davis Mechanical Systems	Mechanical (heating/ducting)	$275,000.00
Action Fence, Inc.	Pool Perimeter Fence	$226,998.00
Loeffler Construction	Veterans Park Project Work Management/Administration	$342,889.00
	TOTAL AMOUNT OF CONTRACTS FOR CONSIDERATION	**$2,244,724.40**

HISTORICAL CONTEXT

In November 2024, voters approved $9 million in Local Option Sales Tax funding for improvements at Veterans Memorial Park, including the pool and Ice Arena. On May 13, 2025, Council approved an agreement with Loeffler Construction to manage the Veterans Park Project, which includes the renovation of the Richfield Outdoor Pool.

The Veterans Park Improvement project, funded by the Local Option Sales Tax general obligation bonds, includes the renovation of the Richfield Pool. Many of the components of the pool are original to the pool's construction in 1961, while other components are between 20 and 35 years old. Renovation of these aging components of the facility are crucial to the future viability of the Richfield Pool and are necessary to minimize the cost

of major maintenance on the facility in coming years.

RECOMMENDED ACTION

By Motion: Approve six agreements for the renovation of the Richfield Pool, totaling $2,244,724.40, authorize the Mayor and City Manager to execute the agreements and authorize the City Manager to approve contract changes up to $175,000 without further City Council consideration.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity: This project improves facilities that are often low or no cost to residents and provide access to a community swimming pool, an important amenity for families of all income levels living in the community.

Strategic Plan: This project best aligns with the strategic plan priority of Sustainable Infrastructure addressing all sub-initiatives of asset management, comprehensive funding, and sustainability efforts.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

None

CRITICAL TIMING ISSUES

In order to keep pace with the numerous sub-projects identified as part of the Veterans Park Project, and to minimize disruption to the Richfield Pool season, work must begin in a timely fashion.

FINANCIAL IMPACT

The bids received for the various components of the project are within the amount anticipated for the project. Bids include all labor and materials.

LEGAL CONSIDERATIONS

Agreements have been reviewed by legal counsel.

ALTERNATIVE RECOMMENDATION(S)

None

ATTACHMENTS

1. 2025-Richfield Pool BP1 Bid Opening w Minutes and Documents
2. 20251009 Richfield Pool Improvements - BP1 & RFQ1 Award Recommendations R2
3. Action Fence Agreement
4. Aqua Logic Agreement
5. Davis Mechanical Agreement
6. Fischer Bros Agreement
7. Webber Recreation Agreement
8. Loeffler Pool Work Agreement 342889

CITY OF RICHFIELD, MINNESOTA

Invitation to Bid
September 30, 2025
2:00 p.m.

PROJECT: Bid Opening Richfield Pool BP1
Bid No.: 2025-Richfield Pool BP1

Pursuant to requirements of Resolution No. 1015 and the City Code, a meeting of the Administrative Staff was called by City Clerk Friedrich who announced the purpose of the meeting was to receive, open and read aloud bids for the Richfield Pool BP1, as advertised in the official newspaper on September 18, 2025.

Present: Michelle Friedrich, City Clerk
Kris Weiby, Recreation Facilities Manager
John Barrick, Loeffler Construction Project Manager
Drew Illetschko, Loeffler Construction Project Estimator

The following eight (8) bids were submitted for three (3) bid packages and read aloud:

Bidder's Name	Bond	Non-Collusion	Intent to Comply	Responsible Contractor Certificate	Total Base Bid
Ryan Mechanical	Provided	Provided	Provided	Provided	$349,000.00
Peterson Sheet Metal	Provided	Provided	Provided	Provided	$318,900.00
Davis Mechanical Systems	**Provided**	**Provided**	**Provided**	**Provided**	**$275,000.00**
United States Mechanical	Provided	Provided	Provided	Provided	$310,150.00
Action Fence, Inc.	**Provided**	**Provided**	**Provided**	**Provided**	**$226,998.00**
Aqua Logic	**Provided**	**Provided**	**Provided**	**Provided**	**$798,000.00**
Global Spec. Contractors	Provided	Provided	Provided	Provided	$827,700.00
Horizon Community Pools	Provided	Provided	Provided	Provided	$1,089,344.00

City Clerk Friedrich announced the apparent low bidders were Aqua Logic for bid package 13.1, Davis Mechanical for bid package 22.0, and Action Fence, Inc., for bid package 32.4. City Clerk Friedrich noted the bids would be tabulated, and considered at the October 14, 2025, Council meeting.

_____
Michelle Friedrich, City Clerk

DRAFT

Bid Tabulations - Bid Package #1
Date: September 30, 2025
Time: 2:00 pm

City of Richfield - Pool Improvements
Bid Package #1 - Bid Tabs

LOEFFLER CONSTRUCTION & CONSULTING

							ALTERNATES	ALTERNATES	ALTERNATES	ALTERNATES	ALTERNATES	ALTERNATES
Prime Contractor *Sorted by Scope --> Base Bid Amount*	**Scope of Work**	**On Bid Form (Y / N)**	**Bid Bond (Y / N)**	**Addenda Noted (Y / N)**	**Responsible Contractor Form (Y / N)**	**Base Bid Amount**	**Alternate #1A** *Refurbish aquatics play strucutre at zero depth entry pool*	**Alternate #1B** *Replace aquatics play structure at zero depth entry pool*	**Alternate #1C** *Install New Play Features at existing connections*	**Alternate #2A** *Remove Bridge over water slides*	**Alternate #2B** *Replace Bridge with new pre-engineered aluminum bridge*	**Alternate #3** *Install (2) new 30'x20' shade structures*
Aqua Logic	13.1	Y	Y	Y	Y	$798,000						
Global Specialty Contractors	13.1	Y	Y	Y	Y	$827,700	$77,000	n/a	$67,000	$20,000	n/a	$50,000
Horizon Commercial Pools	13.1	Y	Y	Y	Y	$1,089,344						
Davis Mechanical Systems	22.0	Y	Y	Y	Y	$275,000						
US Mechanical	22.0	Y	Y	Y	Y	$310,150						
Peterson Sheet Metal	22.0	Y	Y	Y	Y	$318,900						
Ryan Mechanical	22.0	Y	Y	Y	Y	$349,000						
Action Fence Inc	32.4	Y	Y	Y	Y	$226,998						

Section 00 41 00
BID FORM

Contractor Information:

Company Name:	ACTION FENCE, INC.
Phone:	952-432-9737
Street Address:	1851 RADISSON ROAD NE
City, State ZIP:	BLAINE, MN 55449
Project Contact:	TRACY STARR
Contact Title:	PRESIDENT
Contact Phone:	952-432-9737
Contact Email:	TRACY@theactionfence.com

Base Bid:

Scope #:	Scope Description:	Total Base Bid (Includes Tax):
32.4	FENCES & GATE	$ 226,998.00
		$
		$
		$

Alternates:

Alt #:	Alternate Description:	Total Amount:	Circle Add / Deduct:
1A	Refurbish aquatics play structure at zero depth entry pool	$	ADD
1B	Replace aquatics play structure at zero depth entry pool	$	ADD
1C	Install new play features at existing connections	$	ADD
2A	Remove bridge over water slides	$	ADD
2B	Replace bridge with new pre-engineered aluminum bridge	$	ADD
3	Install (2) new 30'x20' shade structures	$	ADD

Value Engineering:

Bidders are encouraged to review and assess the Projects Risks and submit comments with their proposal. The Value-Added options that the bidder feels may apply to this project must NOT be included in their base bid proposal. Please provide separately (below). At the bidder's option, these may include alternative designs or ideas that would benefit the Owner

#:	Description:	Total Amount:	Circle Add / Deduct:
		$	ADD / DEDUCT
		$	ADD / DEDUCT

Wage & Equipment Rates:

Provide all applicable wage and equipment rates for your Scope of Work.

Tradesperson	Regular Rate	Overtime Rate
LABORER	$ 120 /HR	$ 145 /HR
	$ /HR	$ /HR
	$ /HR	$ /HR
	$ /HR	$ /HR

Acknowledgements:

I agree to complete the Project in accordance with the schedules and/or all addenda issued during the bidding process. This includes all necessary manpower, material, equipment and mobilizations to meet the project schedules. Reference bidding documents for dates and schedule.

The Bidder, if awarded a contract, agrees to commence work and to fully complete the contract scope of work in accordance with the Loeffler Construction & Consulting (LCC) schedule. If, in the opinion of LCC, the Trade Contractor / supplier falls behind the LCC construction schedule and as such is notified by LCC in writing, the Trade Contractor / supplier shall employ such means as

overtime, multiple work shifts, additional equipment and the like; all without additional compensation and shall continue to do so until the progress of the work is, in the opinion of LCC, in conformance with the construction schedule.

Contractor to complete and sign Responsible Contractor Verification Form attached to this bid form.

I understand the Owner or Construction Manager reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof.

By submitting a proposal, Trade Contractor acknowledges that to be considered for award they will need to complete a Vendor Qualification form and may need to confidentially submit company financial information to Loeffler Construction & Consulting. See section 00 45 00 Qualification Requirements for additional information.

This project requires Prevailing Wages per Hennepin County regulations and the Project Specifications. Additional information can be found at:
http://workplace.doli.state.mn.us/prevwage/commercial_data.php?county=27

The successful bidder may be required to furnish a satisfactory Performance & Payment Bond upon award. Provide unit price in applicable scopes.

The Bidder acknowledges receipt of the following Addenda:

Addendum 1	Date :	9/15/2025
Addendum 2	Date :	9/19/2025
Addendum 3	Date :	9/26/2025
	Date :	

Signature:

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda noted above.

Authorized Signee (Print): TRACY STARR

Signature: _____ Dated: 9/29/2025

Title: PRESIDENT

ATTACHMENT A
PRIME CONTRACTOR RESPONSE

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: City of Richfield Pool Improvements

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form **must** be submitted with the response to this solicitation. **A response received without this form, will be rejected.**

Minn. Stat. § 16C.285, Subd. 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...	
Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINNIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	The Contractor: (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated 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 the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

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

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 subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

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 an owner or 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 document. 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 or motor carrier 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).

CERTIFICATION	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: **1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,** **2) If my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and** **3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**	
Authorized Signature of Owner or Officer:	**Printed Name:** TRACY STARR
Title: PRESIDENT	**Date:** 9/29/2025
Company Name: ACTION FENCE, INC.	

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

ATTACHMENT A-1
FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONTRUCTION CONTRACT

PROJECT TITLE: RICHFIELD POOL IMPROVEMENTS

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

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

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in **Minn. Stat. § 16C.285.**	
Authorized Signature of Owner or Officer:	**Printed Name:** TRACY STARR
Title: PRESIDENT	**Date:** 9/29/2025
Company Name: ACTION FENCE, INC.	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT TITLE: _____

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

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

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

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in **Minn. Stat. § 16C.285.**	
Authorized Signature of Owner or Officer:	**Printed Name:** TRACY STARR
Title: PRESIDENT	**Date:** 9/29/2025
Company Name: ACTION FENCE, INC.	

Bond Number: 2658909

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Action Fence, Inc.

1851 Radisson Rd NE
Blaine, MN 55449-4266

SURETY:
(Name, legal status and principal place of business)

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095-8796

OWNER:
(Name, legal status and address)

City of Richfield
6700 Portland Ave
Richfield, MN 55423-2560

BOND AMOUNT: $ Five Percent of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Richfield Pool Improvements

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Init.
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User Notes:

(1496601206)

Signed and sealed this 30 day of September , 2025

	Action Fence, Inc.
	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)* Tracy Starr President
	West Bend Insurance Company
	(Surety) *(Seal)*
(Witness)	*(Title)* DANA PRIVETTE , Attorney-In-Fact

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User Notes: (1496601206)

WEST BEND®

Bond No. 2658909

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

DANA PRIVETTE

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 30th day of September, 2025.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com

Section 00 41 00
BID FORM

Contractor Information:

Company Name:	Davis Mechanical Systems
Phone:	952-698-5992
Street Address:	21225 Hamburg Ave. Suite 3
City, State ZIP:	Lakeville, MN 55044
Project Contact:	Jeremy Roethler
Contact Title:	Project Manager/Estimator
Contact Phone:	507-251-7552
Contact Email:	jroethler@davismechmn.com

Base Bid:

Scope #:	Scope Description:	Total Base Bid (Includes Tax):
22.0	Mechanical Combined	$ 275,000.00
		$
		$
		$

Alternates:

Alt #:	Alternate Description:	Total Amount:	Circle Add / Deduct:
1A	Refurbish aquatics play structure at zero depth entry pool	$ N/A	ADD
1B	Replace aquatics play structure at zero depth entry pool	$ N/A	ADD
1C	Install new play features at existing connections	$ N/A	ADD
2A	Remove bridge over water slides	$ N/A	ADD
2B	Replace bridge with new pre-engineered aluminum bridge	$ N/A	ADD
3	Install (2) new 30'x20' shade structures	$ N/A	ADD

Value Engineering:

Bidders are encouraged to review and assess the Projects Risks and submit comments with their proposal. The Value-Added options that the bidder feels may apply to this project must NOT be included in their base bid proposal. Please provide separately (below). At the bidder's option, these may include alternative designs or ideas that would benefit the Owner

#:	Description:	Total Amount:	Circle Add / Deduct:
	N/A	$	ADD / DEDUCT
	N/A	$	ADD / DEDUCT

Wage & Equipment Rates:

Provide all applicable wage and equipment rates for your Scope of Work.

Tradesperson	Regular Rate	Overtime Rate
Pipe Fitter	$ 129.00 /HR	$ 193.50 /HR
Plumber	$ 125.00 /HR	$ 187.50 /HR
Sheetmetal	$ 120.00 /HR	$ 180.00 /HR
	$ /HR	$ /HR

Acknowledgements:

I agree to complete the Project in accordance with the schedules and/or all addenda issued during the bidding process. This includes all necessary manpower, material, equipment and mobilizations to meet the project schedules. Reference bidding documents for dates and schedule.

The Bidder, if awarded a contract, agrees to commence work and to fully complete the contract scope of work in accordance with the Loeffler Construction & Consulting (LCC) schedule. If, in the opinion of LCC, the Trade Contractor / supplier falls behind the LCC construction schedule and as such is notified by LCC in writing, the Trade Contractor / supplier shall employ such means as

overtime, multiple work shifts, additional equipment and the like; all without additional compensation and shall continue to do so until the progress of the work is, in the opinion of LCC, in conformance with the construction schedule.

Contractor to complete and sign Responsible Contractor Verification Form attached to this bid form.

I understand the Owner or Construction Manager reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof.

By submitting a proposal, Trade Contractor acknowledges that to be considered for award they will need to complete a Vendor Qualification form and may need to confidentially submit company financial information to Loeffler Construction & Consulting. See section 00 45 00 Qualification Requirements for additional information.

This project requires Prevailing Wages per Hennepin County regulations and the Project Specifications. Additional information can be found at:
http://workplace.doli.state.mn.us/prevwage/commercial_data.php?county=27

The successful bidder may be required to furnish a satisfactory Performance & Payment Bond upon award. Provide unit price in applicable scopes.

The Bidder acknowledges receipt of the following Addenda:

Addendum 1	Date :	9/15/2025
Addendum 2	Date :	9/19/2025
Addendum 3	Date :	9/26/2025
	Date :	

Signature:

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda noted above.

Authorized Signee (Print): Philip Gray

Signature: [signature] Dated: 9-30-25

Title: Vice President

ATTACHMENT A
PRIME CONTRACTOR RESPONSE

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: City of Richfield Pool Improvements

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form **must** be submitted with the response to this solicitation. **A response received without this form, will be rejected.**

Minn. Stat. § 16C.285, Subd. 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...	
Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINNIMUM CRITERIA**. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	The Contractor: (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated 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 the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

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

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 subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

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 an owner or 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 document. 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 or motor carrier 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).

CERTIFICATION	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: **1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,** **2) If my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and** **3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**	
Authorized Signature of Owner or Officer:	**Printed Name:** Philip Gray
Title: VP	**Date:** 9/30/25
Company Name: Davis Mechanical Systems	

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

ATTACHMENT A-1
FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONTRUCTION CONTRACT

PROJECT TITLE: City of Ritchfield Pool Improvements

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

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Preferred Mechanical Insulation	Lonsdale, MN

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in **Minn. Stat. § 16C.285.**	
Authorized Signature of Owner or Officer:	**Printed Name:** Philip Lyon
Title: VP	**Date:** 9/30/25
Company Name: Davis Mechanical Systems	

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Davis Mechanical Systems, Inc.

21225 Hamburg Avenue
Lakeville, MN 55044

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N Franklin St.
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Richfield
6700 Portland Avenue
Richfield, MN 55423

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
22.0 - Mechanical - Combined In connection with Richfield Pool Improvements - Richfield, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this **30th** day of **September, 2025**

(Witness)

Davis Mechanical Systems, Inc.
(Principal) *(Seal)*
President
(Title)

(Witness) **Jessie Allen**

Western Surety Company
(Surety) Michelle Morr *(Seal)*
(Title) **Michelle Morrison, Attorney-in-Fact**

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Dakota)

On this 30th day of September, in the year 2025, before me personally appeared Greg Batcher,

of

Davis Mechanical Systems, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

NICHOLAS DAVID GOODNATURE
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

, Notary Public

My Commission Expires: 1-31-2027

ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota)

COUNTY OF Lincoln)

On this 30th day of September, in the year 2025, before me personally come(s) Michelle Morrison, Attorney-in-Fact of Western Surety Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Western Surety Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

Jessie Allen, Notary Public

JESSIE ALLEN
NOTARY PUBLIC
SOUTH DAKOTA
Notary ID: 955463
My commission expires 9-13-2031
SEAL SEAL

My Commission Expires: 09/13/2031

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

R. W. Frank, Nicole Stillings, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, Brian J. Oestreich, Nathan Weaver, Michelle Morrison, Austin Muehlschegal, Joseph Cardinal, Kristine M. Becks, Ryan-Olivia E. Lundy, R. C. Bowman, C. White, Individually

of Saint Louis Park, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of June, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 5th day of June, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **30th** day of **September** **2025**

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

Section 00 41 00
BID FORM

Contractor Information:

Company Name:	AQUA LOGIC, INC.
Phone:	952. 856. 7550
Street Address:	501 INDUSTRIAL BLVD.
City, State ZIP:	WACONIA, MN 55387
Project Contact:	RYAN JOHNSON
Contact Title:	PROJECT MANAGER
Contact Phone:	763-568-8642
Contact Email:	rkjohnson@aquali.com

Base Bid:

Scope #:	Scope Description:	Total Base Bid (Includes Tax):
13.1	SWIMMING POOLS	$ 798,000.—
		$
		$
		$

Alternates:

Alt #:	Alternate Description:	Total Amount:	Circle Add / Deduct:
1A	Refurbish aquatics play structure at zero depth entry pool	$	ADD
1B	Replace aquatics play structure at zero depth entry pool	$	ADD
1C	Install new play features at existing connections	$	ADD
2A	Remove bridge over water slides	$	ADD
2B	Replace bridge with new pre-engineered aluminum bridge	$	ADD
3	Install (2) new 30'x20' shade structures	$	ADD

Value Engineering:

Bidders are encouraged to review and assess the Projects Risks and submit comments with their proposal. The Value-Added options that the bidder feels may apply to this project must NOT be included in their base bid proposal. Please provide separately (below). At the bidder's option, these may include alternative designs or ideas that would benefit the Owner

#:	Description:	Total Amount:	Circle Add / Deduct:
		$	ADD / DEDUCT
		$	ADD / DEDUCT

Wage & Equipment Rates:

Provide all applicable wage and equipment rates for your Scope of Work.

Tradesperson	Regular Rate	Overtime Rate
JOURNEYMAN	$ 82 /HR	$ 106.30 /HR
FOREMAN	$ 85.50 /HR	$ 111.55 /HR
GEN. FOREMAN	$ 88.50 /HR	$ 116.05 /HR
	$ /HR	$ /HR

Acknowledgements:

I agree to complete the Project in accordance with the schedules and/or all addenda issued during the bidding process. This includes all necessary manpower, material, equipment and mobilizations to meet the project schedules. Reference bidding documents for dates and schedule.

The Bidder, if awarded a contract, agrees to commence work and to fully complete the contract scope of work in accordance with the Loeffler Construction & Consulting (LCC) schedule. If, in the opinion of LCC, the Trade Contractor / supplier falls behind the LCC construction schedule and as such is notified by LCC in writing, the Trade Contractor / supplier shall employ such means as

overtime, multiple work shifts, additional equipment and the like; all without additional compensation and shall continue to do so until the progress of the work is, in the opinion of LCC, in conformance with the construction schedule.

Contractor to complete and sign Responsible Contractor Verification Form attached to this bid form.

I understand the Owner or Construction Manager reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof.

By submitting a proposal, Trade Contractor acknowledges that to be considered for award they will need to complete a Vendor Qualification form and may need to confidentially submit company financial information to Loeffler Construction & Consulting. See section 00 45 00 Qualification Requirements for additional information.

This project requires Prevailing Wages per Hennepin County regulations and the Project Specifications. Additional information can be found at:
http://workplace.doli.state.mn.us/prevwage/commercial_data.php?county=27

The successful bidder may be required to furnish a satisfactory Performance & Payment Bond upon award. Provide unit price in applicable scopes.

The Bidder acknowledges receipt of the following Addenda:

Addendum 1	Date :	9/15/2025
Addendum 2	Date :	9/19/2025
Addendum 3	Date :	9/26/2025
	Date :	

Signature:

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda noted above.

Authorized Signee (Print): Nick Dahl

Signature: Nick Dahl Dated: 9/29/2025

Title: President

ATTACHMENT A
PRIME CONTRACTOR RESPONSE

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: VETERANS MEMORIAL PARK

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form **must** be submitted with the response to this solicitation. **A response received without this form, will be rejected.**

Minn. Stat. § 16C.285, Subd. 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...	
Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINNIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	The Contractor: (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated 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 the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

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

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 subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

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 an owner or 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 document. 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 or motor carrier 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).

CERTIFICATION	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: **1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,** **2) If my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and** **3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**	
Authorized Signature of Owner or Officer: Nick Dana	**Printed Name:** Nick Dana
Title: President	**Date:** 9-27-25
Company Name: Aqua Lobic, INC.	

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

ATTACHMENT A-1
FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONTRUCTION CONTRACT

PROJECT TITLE: VETERANS MEMORIAL PARK

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

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	**Name of city where company home office is located**
SENIOR POOLS PLASTERING	BLOOMINGTON
MAVERICK CUTTING & BREAKING	MINNEAPOLIS
BRIGHTON & AMERICAN SANDBLASTING	BLAINE

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in **Minn. Stat. § 16C.285.**	
Authorized Signature of Owner or Officer: Nick Dahl	**Printed Name:** NICK DAHL
Title: PRESIDENT	**Date:** 9-29-25
Company Name: AQUA LOGIC, INC.	

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Aqua Logic, Inc.
501 Industrial Blvd.
Waconia, MN 55387

SURETY:
(Name, legal status and principal place of business)

United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407-3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Richfield
6700 Portland Avenue
Richfield, MN 55423

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Richfield Pool Improvements, Richfield, Minnesota; Project Number: JLG 250078

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 25th day of September, 2025

(Witness)

Aqua Logic, Inc.
(Principal) *(Seal)*

By: Nick Dorr
(Title) PRESIDENT

(Witness)

United Fire & Casualty Company
(Surety) *(Seal)*

By: Rebecca S Leal
(Title) Rebecca S. Leal Attorney-in-Fact
Surety Phone No. 319-399-5700

S-0054/AS 8/10

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
SS
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, personally appeared, _____
to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that _____ executed the same as _____ free act and deed.

_____
Notary Public, _____
(Notarial Seal) County, _____
My commission expires_____

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
SS
COUNTY OF Carver)

On the 25 day of Sept, 2025, before me personally appeared,
Nick Dahl
to me known, who being by me duly sworn, did depose and say: that He resides in Shorewood, MN
that He is the President of the AquA LOGIC, INC
the corporation described in and which executed the foregoing instrument; that He knows the seal of said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name there to by like order.

KATHRYN L BIGELOW SAWYER
Notary Public
Minnesota
My Commission Expires January 31, 2028

(Notarial Seal)
Notary Public, Kathryn Bigelow Sawyer
County, Carver
My commission expires 1/31/28

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Wyoming)
SS
COUNTY OF Laramie)

On the 25th day of September, 2025, before me appeared,
Rebecca S. Leal
to me known, who being by me duly sworn, did say that she is the aforesaid officer or attorney in fact of the United Fire & Casualty Company a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and dee of said corporation.

Notary Public, Danielle R. Capps
County, Laramie
My commission expires March 14, 2030

(Notarial Seal)

DANIELLE R. CAPPS
Notary Public - State of Wyoming
Commission ID 169670
My Commission Expires 3/14/2030

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

PATRICK T. PRIBYL, CHRISTY M. BRAILE, JEFFREY C. CAREY, MARY T. FLANIGAN, TAHITIA M. FRY, C. STEPHENS GRIGGS, VERONICA LAWVER, REBECCA S. LEAL, KELLIE A. MEYER, DEBRA J. SCARBOROUGH, LAUREN SCOTT, EVAN D. SIZEMORE, HILLARY D. SHEPARD, ERIN C. LAVIN, DANIELLE R. CAPPS, KRISTIN D. THURBER, MARIANA WALKER, APRIL M. TERBAY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 19th day of April, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 19th day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 25th day of September, 2025.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 1217

October 9, 2025

TO: Kris Weiby – Facilities Manager, City of Richfield

John Evans – Executive Analyst, City of Richfield

CC: Jon Cramer – President, Loeffler Construction & Consulting

John Barrick – Project Manager, Loeffler Construction & Consulting

RE: Richfield Pool Improvements – Recommendation for Contractor Awards

Kris & John:

On September 25th, 2025 Loeffler Construction & Consulting collected responses to Request for Quotes (RFQ) 1 that was issued for the Richfield Pool Improvements Project. These quotes were for Site Survey, Final Cleaning, Selective Demolition, Cast-In-Place Concrete & Masonry, General Construction, Joint Sealants, Acoustical Ceilings, Fluid Applied Flooring, Painting, Electrical, Earthwork & Site Removals, Water Slide & Zero Depth Aquatic Play Unit (APU) Restoration, New Play Features, and New APU scopes of work.

On September 30th, 2025 representatives from Loeffler Construction & Consulting (LCC), JLG Architects, and the City of Richfield were present to hold and witness the public bid opening for Bid Package 1 of the Richfield Pool Improvements Project. Bid Package 1 included Swimming Pools, Mechanical - Combined, and Fences & Gates scopes of work.

Summary of Request for Quotes 1:

In line with public bidding law, scopes of work under $175,000 can be procured with a Request for Quote (RFQ) process. Loeffler distributed the plans and specifications to (70) potential contractors and received responses from (33) contractors. See attached RFQ Bid Tabulation for a list of the contractors that submitted quotes. We have reviewed the quotes and determined that the lowest quote amount is responsive and recommend those firms for award with the exception of the Final Cleaning scope of work.

UCS did not acknowledge the addenda or complete their proposal on the provided bid form and scope of work document. We have reached out to this vendor multiple times for clarifications on their scope of work and have not received a response in return. We have confirmed that the second low bidder, Prime Construction Solutions, has the correct scope of work.

The City has accepted Alternate 1B: Replace Aquatics Play Structure at Zero Depth Entry Pool scope of work, and has been reflected in the below table. Webber Recreational Design is the low responsive bidder for this scope of work.

Summary of Bid Package 1:

In addition to running an advertisement for bids in the local newspaper, LCC posted the plans and specifications for the project to the Minnesota Builders Exchange. The sealed bid process for this bid package yielded (8) bids. See attached Bid Package 1 Tabulation for a list of the contractors that submitted bids. We have reviewed the bids for each scope of work and determined that the lowest bidder is considered responsive.

Table of Recommended Awards for Bid Package 1 and RFQ 1:

Scope of Work	Trade Contractor	Base Bid	Alternate #1B: Replace aquatics play structure at zero depth entry pool	Total Contract Amount
01.1 - Site Survey (RFQ 1)	Westwood Professional Services	$ 9,300.00	$ -	**$ 9,300.00**
01.2 - Final Cleaning (RFQ 1)	Prime Construction Solutions	$ 10,000.00	$ -	**$ 10,000.00**
02.1 - Demolition (RFQ 1)	Envirobate	$ 11,330.00	$ -	**$ 11,330.00**
03.1 - Cast-In-Place Concrete & Masonry (RFQ 1)	Northland Concrete & Masonry	$ 72,427.00	$ -	**$ 72,427.00**
06.0 - General Construction (RFQ 1)	RTL Construction	$ 83,700.00	$ -	**$ 83,700.00**
07.9 - Joint Sealants (RFQ 1)	Carciofini	$ 18,800.00	$ -	**$ 18,800.00**
09.3 - Acoustical Ceilings & Wall Treatments (RFQ 1)	Acoustics Associates	$ 6,985.00	$ -	**$ 6,985.00**
09.7 - Fluid Applied Flooring (RFQ 1)	Starting Line Floor Coatings	$ 75,000.00	$ -	**$ 75,000.00**
09.9 - Painting & Wall Coverings (RFQ 1)	Steinbrecher Painting	$ 43,800.00	$ -	**$ 43,800.00**
13.1 - Swimming Pools (BP 1)	Aqua Logic	$ 798,000.00	$ -	**$ 798,000.00**
13.2 - Water Slide, Stair Tower, and Bridge Refurbishment (RFQ 1)	Fischer Bros	$ 275,800.00	$ -	**$ 275,800.00**
13.3 - New Play Features (RFQ 1)	Fischer Bros	$ 28,650.00	$ -	**$ 28,650.00**
13.4 - New APU (RFQ 1)	Webber Recreational Design	$ -	$ 297,387.40	**$ 297,387.40**
22.0 - Mechanical - Combined (BP 1)	Davis Mechanical	$ 275,000.00	$ -	**$ 275,000.00**
26.1 - Electrical (RFQ 1)	Cal-Tex Electric	$ 89,900.00	$ 6,760.00	**$ 96,660.00**
31.1 - Site Demolition, Earthwork & Utilities (RFQ 1)	Miller Bros Excavating	$ 65,000.00	$ -	**$ 65,000.00**
32.4 - Fences & Gates (BP 1)	Action Fence	$ 226,998.00	$ -	**$ 226,998.00**

Project Budget Update:

With the recommended trade contractors base price and alternate, the project remains less than the budget.

We appreciate the opportunity to work with the City of Richfield and look forward to delivering a successful project.

Sincerely,

Will Forbord

Vice President

Attached:

Richfield Pool Improvements Bid Tab – Bid Package #1

Richfield Pool Improvements Bid Tab – RFQ #1

Richfield Pool Improvements Bid Results – Schedule of Values

City of Richfield - Pool Improvements
Bid Package #1 - Bid Tabs

LOEFFLER CONSTRUCTION & CONSULTING

							ALTERNATES	ALTERNATES	ALTERNATES	ALTERNATES	ALTERNATES	ALTERNATES
Prime Contractor *Sorted by Scope --> Base Bid Amount*	**Scope of Work**	**On Bid Form (Y / N)**	**Bid Bond (Y / N)**	**Addenda Noted (Y / N)**	**Responsible Contractor Form (Y / N)**	**Base Bid Amount**	**Alternate #1A** *Refurbish aquatics play strucutre at zero depth entry pool*	**Alternate #1B** *Replace aquatics play structure at zero depth entry pool*	**Alternate #1C** *Install New Play Features at existing connections*	**Alternate #2A** *Remove Bridge over water slides*	**Alternate #2B** *Replace Bridge with new pre-engineered aluminum bridge*	**Alternate #3** *Install (2) new 30'x20' shade structures*
Aqua Logic	13.1	Y	Y	Y	Y	$798,000						
Global Specialty Contractors	13.1	Y	Y	Y	Y	$827,700	$77,000	n/a	$67,000	$20,000	n/a	$50,000
Horizon Commercial Pools	13.1	Y	Y	Y	Y	$1,089,344						
Davis Mechanical Systems	22.0	Y	Y	Y	Y	$275,000						
US Mechanical	22.0	Y	Y	Y	Y	$310,150						
Peterson Sheet Metal	22.0	Y	Y	Y	Y	$318,900						
Ryan Mechanical	22.0	Y	Y	Y	Y	$349,000						
Action Fence Inc	32.4	Y	Y	Y	Y	$226,998						

City of Richfield - Pool Improvements
RFQ #1 - Bid Tabs

LOEFFLER CONSTRUCTION & CONSULTING

						ALTERNATES	ALTERNATES	ALTERNATES	ALTERNATES	ALTERNATES	ALTERNATES
Prime Contractor *Sorted by Scope --> Base Bid Amount*	**Scope of Work**	**On Bid Form (Y / N)**	**Addenda Noted (Y / N)**	**Responsible Contractor Form (Y / N)**	**Base Bid Amount**	**Alternate #1A** *Refurbish aquatics play strucutre at zero depth entry pool*	**Alternate #1B** *Replace aquatics play structure at zero depth entry pool*	**Alternate #1C** *Install New Play Features at existing connections*	**Alternate #2A** *Remove Bridge over water slides*	**Alternate #2B** *Replace Bridge with new pre-engineered aluminum bridge*	**Alternate #3** *Install (2) new 30'x20' shade structures*
Westwood Professional Services	1.1	N	N	N	$9,300					$2,000	$1,500
Houston Engineering	1.1	Y	Y	N	$14,500					$1,500	$1,500
UCS	1.2	N	N	N	$2,935						
Prime Construction Solutions	1.2	Y	Y	N	$10,000						
Everest Cleaning	1.2	N	Y	N	$19,659						
Envirobate	2.2	Y	Y	Y	$11,330						
Kellington Construction	2.2	Y	Y	N	$19,150						
Mavo Systems	2.2	Y	Y	N	$26,720						
Viking Demolition	2.2	Y	Y	N	$36,430						
Northland Concrete & Masonry	3.1	Y	Y	N	$72,427						$24,000
Axel H Ohman	3.1	Y	Y	N	$97,238						$43,000
B&D Associates	3.1	N	N	N	$98,500						$22,400
RTL Construction	6.0	Y	Y	N	$83,700						$22,000
Kellington Construction	6.0	Y	Y	N	$90,785						
J Benson Construction	6.0	Y	Y	N	$109,210						$27,567
Carciofini	7.9	N	Y	N	$18,800						
Acoustics Associates	9.3	Y	Y	N	$6,985						
Minnesota Acoustics	9.3	Y	Y	N	$7,480						
Sonus Interiors	9.3	Y	Y	N	$10,310						
Starting Line Floor Coatings	9.7	Y	Y	N	$75,000						
Pro Maintenance	9.7	Y	Y	N	$101,094						
QC Companies	9.7	Y	Y	N	$107,060						
Acoustics Associates	9.7	Y	Y	N	$123,375						
TMI Coatings	9.7	Y	Y	N	$173,800						
Steinbrecher Painting	9.9	Y	Y	N	$43,800						
Wasche Commercial Finishes	9.9	Y	Y	N	$54,200						
Fischer Bros	13.2	Y	Y	N	$253,900	$114,300	$364,790	$63,200	$11,250	$102,750	$118,000
Webber Recreation	13.2	Y	Y	N	$255,333	$66,720	$297,387	$73,810	$5,451	$136,281	$31,492
Global Specialty	13.4	Y	Y	Y	$0		$347,700				
Cal-Tex Electric	26.1	Y	Y	N	$89,900		$6,760			$3,240	$2,640
Olympia Tech Electric	26.1	Y	Y	N	$99,067						
Gephart Electric	26.1	N	N	N	$168,261		$11,850			$5,925	$8,377
Miller Bros Excavating	31.1	Y	Y	N	$65,000						
Quad E Companies	31.1	Y	Y	N	$75,000						

Estimate Summary

DESCRIPTION			TOTAL		$ / SF
00.1 - General Requirements		$	85,337	$	15.70
00.2 - Permits & Mobilization		$	35,425	$	6.52
00.3 - Preconstruction		$	33,450	$	6.15
01.1 - Site Survey		$	9,300	$	1.71
01.2 - Final Cleaning		$	10,000	$	1.84
02.1 - Demolition		$	11,330	$	2.08
03.1 - Cast-In-Place Concrete		$	72,427	$	13.32
06.0 - General Construction		$	83,700	$	15.40
07.9 - Joint Sealants		$	18,800	$	3.46
09.3 - Acoustical Ceilings & Wall Treatments		$	6,985	$	1.28
09.7 - Fluid Applied Flooring		$	75,000	$	13.80
09.9 - Painting & Wall Coverings		$	43,800	$	8.06
13.1 - Swimming Pools		$	798,000	$	146.80
13.2 - Water Slide, Stair Tower, and Bridge Refurbishment		$	275,800	$	50.74
13.3 - New Play Features		$	28,650	$	5.27
22.0 - Mechanical - Combined		$	275,000	$	50.59
26.1 - Electrical		$	89,900	$	16.54
31.1 - Site Demolition, Earthwork & Utilities		$	65,000	$	11.96
32.4 - Fences & Gates		$	226,998	$	41.76
49.0 - Supervision & Administration		$	253,589	$	46.65
Direct Cost Total		**$**	**2,498,492**	**$**	**459.62**
Base Estimate Indirect Cost					
Construction Contingency	5.00%	$	124,925	$	22.98
Contractor Fee	2.00%	$	52,468	$	9.65
Estimated Soft Costs	10.00%	$	267,588	$	49.23
Indirect Costs Total		**$**	**444,981**	**$**	**81.86**
Base Estimate Total		**$**	**2,943,473**	**$**	**541.48**
Accepted Alternates					
01B - REPLACE Zero Entry Pool Play Structure		$	358,316	$	65.92
Accepted Alternates Total		**$**	**358,316**	**$**	**65.92**
Total with Accepted Alternates		**$**	**3,301,789**	**$**	**607.39**

DRAFT

AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the «29th » day of «October » in the year «Two Thousand Twenty-Five »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Richfield»« »
« 6700 Portland Ave
Richfield, MN 55423»

and the Contractor:
(Name, legal status, address, and other information)

«Action Fence, Inc.
1851 Radisson Road NE
Blaine, MN 55449
952-432-9737»

for the following Project:
(Name, location, and detailed description)

«Veterans Park Improvements - Aquatics»
«6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements. »

The Construction Manager:
(Name, legal status, address, and other information)

« Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
9202 202nd St. W., Suite 100
Lakeville, MN 55044
«Telephone Number: 952.955.9119»

The Architect:
(Name, legal status, address, and other information)

«JLG Architects
710 S 2nd St 8th Floor
Minneapolis, MN 55401
Phone: (612) 746-4260

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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EXHIBIT A INSURANCE AND BONDS
EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« X »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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User Notes: (1949259842)

§ 3.3 Substantial Completion of the Project or Portions Thereof
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

«Substantial Completion: 5/15/2026
Final Completion: 5/23/2026»

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
TBD	

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete
§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« X »] By the following date: «5/15/2026»

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
Remove and replace pool fencing	12/31/25

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[«X »] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum
§ 4.2.1 The Contract Sum shall be «Two hundred twenty six thousdand nine hundred ninety eight dollars even, $226,998.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates
§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
n/a	

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§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
n/a		

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
(24) hour labor allowance @ $120.00/hr	$2,880.00
Misc. materials	$10,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Laborer	Per Hour	$120.00 regular

§ 4.3 INTENTIONALLY OMITTED

§ 4.4 INTENTIONALLY OMITTED

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

«See Section 8.8.2 »

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« N/A »

ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 When an Application for Payment is received by the Construction Manager, payment of the amount certified shall be made by the Owner not later than «thirty-five » («35 ») days after the Construction Manager receives and certifies the Application for Payment. Unless expressly otherwise agreed in this Contract, payments and payment disputes shall be governed by the Prompt Payment of Local Government Bills, Minn. Stat. Sec. 471.425 ("Prompt Payment Act").
(Federal, state or local laws may require payment within a certain period of time.)

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§ 5.1.3.1 Prompt Payment to Subcontractors Required by MN Law. The Contractor shall pay each Subcontractor no later than ten days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. Per 471.425 Minnesota Statutes, the prime contractor must pay any subcontractor within ten days of the prime contractor's receipt of payment from the Public Body/Owner for undisputed services provided by the subcontractor. The prime contractor must pay the subcontractor interest of 1 ½ percent per month on any disputed amounts not paid on time. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 INTENTIONALLY OMITTED

§ 5.1.6 INTENTIONALLY OMITTED

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

«No reduction in retainage until substantial completion »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« As set forth in A232-2019 General Conditions Section 9.8.6 »

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« 4 » % « per annum »

« »

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[«X »] Litigation in a court of competent jurisdiction, in the county where the project is located.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

«N/A. »

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 INTENTIONALLY OMITTED

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

«Karl Huemiller
Recreation Services Director
7000 Nicollet Ave.
Richfield, MN 55423
(P) 612-861-9387

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khuemiller@richfieldmn.gov»

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« Tracy Starr
Action Fence, Inc.
1851 Radisson Road NE
Blaine, MN 55449
952-432-9737
tracy@theactionfence.com»

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

§ 8.8.1 MN PREVAILING WAGE
§ 8.8.1.1 Wage Determination This is a prevailing wage project. All contractor and subcontractors shall pay at least the minimum prevailing wage as published by the State of Minnesota and conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

§ 8.8.1.2 Pursuant to Minnesota Statutes 177.43, "No laborer or mechanic employed directly upon the project worksite by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work on the project, shall be permitted or required to work more hours than the prevailing hours of labor unless such laborer or mechanic is paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times his hourly basic rate of pay; nor shall he be paid a lesser rate of wages than the

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prevailing wage rate in the same or most similar trade or occupation area." Nothing in this contract shall be construed as prohibiting the contractor or subcontractor from paying the negotiated wage rate.

§ 8.8.1.3 Any project with an estimated total cost of more than $25,000 must comply with Minnesota Statute 177.41-44, which is commonly known as The Little Davis Bacon Act. To facilitate compliance pursuant to the Statute, wage determinations were prepared for different trades for each county from which labor for said project would be secured. It is the stated public policy of M.S. 177.41 as follows: "It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available, and that persons working on public works be compensated according to the real value of the services they perform. It is therefore declared to be the public policy of this State that wages of laborers, workmen, and mechanics engaged in State project would be comparable to wages paid for similar work in the community as a whole." Any wage determinations which are found not to be so promulgated do not relieve the contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certification by the Minnesota Department of Labor and Industry. Therefore, no inferences may be drawn from the omission of a classification which has local usage. Further, the Owner will not be liable for increased labor cost, errors in the rates of classifications, or changes to same prior to the awarding of contracts.

§ 8.8.1.4 Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates may be obtained from the Minnesota Department of Labor and Industry. Said wage rates must be posted in at least one conspicuous place for the employees working on the project. Failure to do so, by any Contractor, subcontractor, or agent, who, after executing a contract in compliance with this section, pays to any laborer, workman, or mechanic employed directly on the project, a lesser wage for work done on the project than the prevailing wage rate, shall be fined $3700 or imprisoned for not more than 90 days or both. Each day any violation of this section continues shall be a separate offense. Prevailing wage rates for this project are attached at the end of this section.

§ 8.8.1.5 Specification Section marked "PREVAILING WAGES" contains the Minnesota Department of Labor and Industry prevailing wages for this project.

§ 8.8.1.6 Any violation of Minnesota Statue 177.42-44 shall be reported to the Minnesota Department of Labor and Industry.

§ 8.8.1.7 The Contractor shall also furnish with each Application for Payment Certified Payroll Statements, setting forth the wages and benefits paid each employee during the time period covered by the Application for Payment, specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs.

§ 8.8.2 LIQUIDATED DAMAGES

§ 8.8.2.1 Contractor acknowledges that delays in completion of the Project beyond substantial completion, subject to adjustments as provided in the Contract Documents (the "Substantial Completion Date") would result in the loss of certain benefits to Owner and its constituents, which would be difficult or impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Accordingly, the parties hereby agree that if Contractor fails to achieve Substantial Completion of the Project by the scheduled Substantial Completion Date, then for delays the Owner shall be entitled to recover from Contractor the following:

.1 For each calendar day that Substantial Completion of the Project is delayed beyond the Scheduled Substantial Completion Date: $500.00 per day for contracts valued at or under $500,000.00 or will be $1,000.00 per day for contracts that exceed $500,000.01 in total value.

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§ 8.8.2.2 For purpose of this Section, Substantial Completion shall have occurred when the Architect certifies that the project is Substantially Complete in accordance with the General Conditions of Contract. If all work is not finally completed by TBD, Owner shall be entitled to actual damages for damages occurring after that date, and liquidated damages for damages prior to that date.

§ 8.8.2.3 Contractor shall pay any liquidated damages to Owner within fifteen (15) days of Owner's invoice. Owner has the right to submit invoices for liquidated damages on a weekly basis. Payment of liquidated damages shall not relieve the Contractor of its other obligations under the parties' Agreement. Owner, at its option, may deduct the amounts of any liquidated damages from amounts otherwise due to Contractor.

§ 8.8.2.4 The parties agree that the amount of liquidated damages fixed in this Section is a reasonable forecast of just compensation for harm to the Owner resulting from the Contractor's failure to meet the Project schedule, and is not a penalty. The parties further agree that in the event the amount of liquidated damages set forth in this Section is held to be unenforceable or challenged by the Contractor as unenforceable for any reason, the Owner shall be entitled to recover its actual, direct, and consequential damages, if any, resulting from Contractor's delay in achieving Substantial Completion of the Work by the scheduled Substantial Completion Date.

§ 8.8.3 Certificate of Substantial Completion When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time which the Contractor shall complete all items on the list accompanying the Certificate to sixty (60) calendar days. The Contractor will submit a punch list completion schedule within ten (10) days of receipt of Certificate of Substantial Completion. Any cost incurred by the Architect or Architect's consultants (after 60 calendar days of substantial completion) to close out the project will be deducted from the Contractor's contract by change order. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Warranties on punch list items will commence on the date of final payment.

§ 8.8.4 The Contractor, prior to contract award, shall submit electronically to the architect a notarized copy of MN Responsible Contractor Compliance Affidavit from each subcontractor. If a subcontractor is substituted during the project, a new MN Responsible Contractor Compliance Affidavit will be required. »

§ 8.8.5 INTENTIONALLY OMITTED

§ 8.8.6 INTENTIONALLY OMITTED

§ 8.8.7 NON-MINNESOTA CONTRACTOR. Non-Minnesota Contractors for contracts that exceed or can reasonably be expected to exceed $100,000 shall comply with the following Minnesota Department of Revenue Requirements (MN Law, MS 290.9705):

§ 8.8.7.1 File form SDE (Exemption from Surety Deposits for Non-Minnesota Contractors) with the Minnesota Revenue, Mail Station 6501, St. Paul, Minnesota 55146-6501. An exemption will be granted if:

- **.1** The Contractor provides a cash surety or bond (8% of total contract), secured by an Insurance Company licensed in Minnesota, which guarantees compliance with all provisions of Minnesota withholding, sales and corporate income tax laws, or:
- **.2** The Contractor provides evidence of full compliance with such laws on previous construction work in Minnesota during the last three years.

§ 8.8.7.2 Submit a copy of form SDE, certified by the Department of Revenue, with the Contractor's initial Application for Payment.

§ 8.8.7.3 If an exemption is not granted, 8 percent of each Application for Payment will be withheld as surety and deposited with the Department of Revenue, to be refunded with interest after the Contractor's State tax obligations are fulfilled.

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§ 8.8.8 FIREARMS PROHIBITED

§ 8.8.8.1 No provider of services pursuant to this contract, including but not limited to employees, agents, suppliers or subcontractor's of the Contractor shall carry or possess a firearm on the Owner's premises or while acting on behalf of the Owner pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the Owner under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« N/A »

.5 Drawings

Number	Title	Date
See Exhibit B	Drawing Log	9/26/2025

.6 Specifications

Section	Title	Date	Pages
See Exhibit C	Specifications Log	9/26/2025	4

.7 Addenda, if any:

Number	Date	Pages
1	9/15/25	16
2	9/19/25	33
3	9/26/25	71

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[« »] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

« »

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[« »] The Sustainability Plan:

Title	Date	Pages

[«X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit D	*Bid Scope	9/26/25	3
Exhibit E	Schedule	9/26/25	2
Exhibit F	Logistics	9/26/25	1

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
«By: Mary B. Supple, Mayor»	«»
(Printed name and title)	*(Printed name and title)*

OWNER *(Signature)*
«By: Katie Rodriguez, City Manager»
(Printed name and title)

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AIA® Document A132™ – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the «29th » day of « October » in the year «Two Thousand Twenty-Five »
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

«Veterans Park Improvements - Aquatics»
«6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements. »

THE OWNER:
(Name, legal status, and address)

«City of Richfield»« »
« 6700 Portland Ave
Richfield, MN 55423»

THE CONTRACTOR:
(Name, legal status, and address)

«Per AIA A132-2019»

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars » ($ «1,000,000 ») each occurrence, «Two Million » ($ «2,000,000 ») general aggregate, and « Two Million » ($ «$2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

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.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « One Million » ($ « $1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «One Million Dollars » ($ « 1,000,000 ») each accident, « One Million Dollars » ($ «1,000,000 ») each employee, and « One Million Dollars » ($ « 1,000,000 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars » ($ « 1,000,000 ») per claim and « Two Million Dollars » ($ «2,000,000 ») in the aggregate.

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§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «One Million Dollars » ($ « 1,000,000 ») per claim and « Two Millions Dollars » ($ «2,000,000 ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «Two Million » ($ « 2,000,000 ») per claim and «Four Million Dollars » ($ « 4,000,000 ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than «One Million » ($ « 1,000,000 ») per claim and « One Million » ($ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « One Million » ($ « 1,000,000 ») per claim and « One Million » ($ «1,000,000 ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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[« »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	« 100% of Total Contract Amount»
Performance Bond	« 100% of Total Contract Amount»

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

1. « « « Contractor's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this contract.
2. Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
3. Contractor is responsible for payment of Contract related insurance premiums and deductibles.
4. If Contractor is self-insured, a Certificate of Self-Insurance must be attached.
5. Contractor's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance.
6. Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.
7. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by the Contract.
8. The City reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor.
9. All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.
10. The Contractor is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.
11. The City reserves the right to modify the insurance requirements for a particular project.

»

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AIA® Document A232™ – 2019

General Conditions of the Contract for Construction,
Construction Manager as Adviser Edition

for the following PROJECT:
(Name, and location or address)

Veterans Park Improvements - Aquatics
6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements.

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
«9202 202nd St. W., Suite 100
Lakeville, MN 55044»

THE OWNER:
(Name, legal status, and address)
City of Richfield
6700 Portland Ave
Richfield, MN 55423

THE ARCHITECT:
(Name, legal status, and address)

JLG Architects
710 S 2nd St 8th Floor
Minneapolis, MN 55401
Phone: (612) 746-4260»

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 Subject to the Agreement between Owner and Architect, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building

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Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or similar written agreement, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall identify a representative authorized to act on the Owner's behalf only with respect to specific matters delegated to the representative in writing by the Owner's governing body. Except as expressly delegated by the Owner's governing body, the Owner's representative has no authority to agree to any adjustments in the Contract Sum or Contract Time. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority.

§ 2.2 Evidence of the Owner's Financial Arrangements
§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner
§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent

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changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for utility locations provided by private utilities, which Owner does not warrant for accuracy, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall be responsible for verifying the accuracy of all utility locations supplied by private utilities.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the

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jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 By executing the Contract, the Contractor represents that the Contractor has reviewed and understands the Contract Documents, has visited the Site and is familiar with local conditions under which the Work is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has notified the Architect of and obtained clarification of any discrepancies which have become apparent during the bidding or proposal period.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 The Contractor must make frequent inspections during the progress of the Work to confirm that Work previously performed by the Contractor is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and Referenced Standards and that portion of Work previously performed by the Contractor or by others are in proper condition to receive subsequent Work.

§ 3.2.5 The Contractor must promptly notify the Owner and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and physical data and Site conditions observed.

§ 3.2.6 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

§ 3.2.7 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2, the

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Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees, Subcontractors, and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

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§ 3.5.3 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, nor are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.

§ 3.5.4 The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

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but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Superintendent must provide his or her email address and cell phone number to Owner, Construction Manager, and Architect and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit in its native and electronic format, for the Owner's and Architect's acceptance, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, within ten days of execution of the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including the current Construction Schedule, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. The Contractor must provide the Owner, Construction Manager, and Architect with copies of all submittals made to regulatory agencies.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.13.3 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor must keep the Site and adjacent areas free from accumulation of waste materials or rubbish caused by operations under the Contract, and must keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If the Contractor fails to do so in a manner reasonably satisfactory to the Owner or the Architect within forty-eight (48) hours after notice or as otherwise required by the Contract Documents, the Owner may clean the Site and back charge the Contractor for all costs associated with the cleaning. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the

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provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project

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Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 After award of the Contract, if the Contractor seeks to substitute a Subcontractor, the Contractor shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the substitute(s) proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed substitute(s) or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a substitute Subcontractor to whom the Owner, Construction Manager or Architect has made reasonable and timely objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's

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Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

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§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders and Change Proposals

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

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§ 7.2.2 The Contractor must submit Change Proposals covering a contemplated Change Order within ten (10) days after request of the Owner, or the Architect or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making Change Proposals. Change Proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and Site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-subcontractor. The Subcontractor's or Sub-subcontractor's overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change Proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the Change Proposal in accordance with this Section 7.2.2 without accepting the Change Proposal in its entirety.

§ 7.2.3 If the Owner determines that a Change Proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager and Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 The Contractor must conform to the most recently accepted Progress Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Progress Schedule.

§ 8.2.5 The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the accepted Progress Schedule and any accepted revisions thereto. The Contractor must keep current records of and mark on a copy of the accepted Progress Schedule the actual commencement date, progress and completion date of each scheduled activity indicated on the Progress Schedule.

§ 8.2.6 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.7 If the Contractor's progress is not maintained in accordance with the accepted Progress Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently accepted Progress Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

§ 8.2.8 The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Project Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 9.2 Schedule of Values
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment
§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. As required by Minnesota Statutes, Section 471.425, subd. 4a, the Contractor must pay all Subcontractors, less any retainage, within ten (10) calendar days of the Contractor's receipt of payment from the Owner for undisputed services provided by the Subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the Subcontractor(s) on any undisputed amount not paid on time to the Subcontractor(s).

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor must submit to the Architect itemized Applications for Payment for Work completed on a monthly basis in accordance with a schedule approved by the Owner. Each Application for Payment must be consistent with the approved Schedule of Values. In order to expedite the review and approval of Applications for Payment, the Contractor may submit to and review with the Architect and Owner a draft Application for Payment at a progress meeting prior to submitting a formal Application for Payment.

§ 9.3.5 The form of Application for Payment must be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet (latest edition), or such other form as may be prescribed by the Owner. The Application must be notarized and supported by sufficient data to demonstrate the Contractor's right to payment and compliance with the payment provisions of the Contract to the satisfaction of the Owner and Architect, such as copies of requisitions from Subcontractors and material suppliers, partial lien waivers,

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releases and other documents. Each Application for Payment must reflect approved Contract Modifications and the Contract retainage provided for in the Contract Documents.

§ 9.3.6 Applications for Payment may include materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. The Owner has no obligation or responsibility to pay for materials stored off the Site. If specifically approved in writing in advance by the Owner, an Application for Payment may include materials and equipment stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site is conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to protect the Owner's interests. Payment for materials and equipment stored off the Site will, in addition, be conditioned upon the Contractor's provision of applicable insurance, storage and transportation to the Site.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

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§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor or other Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

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agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Retainage after Substantial Completion, Minn. Stat. § 15.72, subd. 2—Subject to the following, all retainage will be released to Construction Manager no later than sixty (60) days after Substantial Completion. "Substantial Completion" shall be determined by the Architect consistent with the definition in Minnesota Statutes, Section 541.051, subd. 1(a). After Substantial Completion, Owner may withhold: (1) two hundred and fifty percent (250%) of the estimated cost to correct or complete Work known at the time of Substantial Completion; and (2) one percent (1%) of the value of the contract or $500.00, whichever is greater, pending completion and submission of all final paperwork by Construction Manager. If Owner withholds payment under this paragraph, it will provide a written statement to Construction Manager detailing the amount and basis of the withholding. Owner will pay any amounts withheld under clause (1) within sixty (60) days after completion or correction of the Work, as determined by Architect. Owner will pay any amounts withheld under clause (2) after submission of all final paperwork, as determined by Owner.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final

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Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. Notwithstanding the foregoing, the Owner may at its option retain the lesser of a minimum of three times the value of the incomplete or uncorrected parts of the Work, or the maximum amount allowed by law, as estimated by the Construction Manager, provided the remaining work is minor and cannot be completed or corrected due to weather, unsuitable conditions for testing or other circumstances beyond the Contractor's control, as agreed upon by the Architect and Construction Manager.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and the Architect and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and

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request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

§ 9.10.7 Upon receipt of the Contractor's notice and request for final inspection, the Owner and the Architect will promptly make such inspection and, when the Owner and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Architect will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Architect will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner or the Architect until the Work is determined to be finally complete.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- **.4** construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work on Owner's property if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

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§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds
§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance
§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the

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right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by Section 11.2 or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Notwithstanding the above, Owner does not waive its right to subrogate against (1) Contractor, any of its Subcontractors, Sub-Subcontractors, agents or employees for damages caused to non-Project related property, real or personal or both, at or adjacent to the site of the Project, caused by the negligent, intentional or other willful act or omission of the Contractor, any of its Subcontractors, Sub-Subcontractors, agents or employees; or against (2) the Architect, or Architect's consultant, if any, for damages caused to non-Project related property, real or personal or both, at or adjacent to the site of the Project, caused by the negligent, intentional or other willful act or omission of the Architect, or Architect's consultants, if any.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and

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Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice within a reasonable time after discovery of the condition, and such notice shall be within one year after substantial completion, or, for Work performed pursuant to Sections 12.2.2.2 and 12.2.2.3, within the one year following such Work or Corrective Work. If Owner fails to give notice to Contractor within these one-year periods, Owner waives its right to Corrective Work, but retains all other rights it may have under law for defective Work. During the period for correction of Work, the Owner shall give the Contractor a reasonable opportunity to make the correction. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. With respect to any Corrective Work performed during the Correction Period, the Correction Period for that Corrective Work shall be extended for one year from the date the Corrective Work was completed.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary

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by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

All payments to the Contractor shall be governed by the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.125 ("Prompt Payment Act"), except that any of four (4) percent per annum.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- **.3** Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, and reasonable and substantiated costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 No Right to Stop Work for Non-Payment. The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

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§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent:

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. Nothing in this paragraph 15.1.1 is intended to apply to or in any way limit the Owner's right to make Claims related to or arising out of the Contract.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a Claim for actual costs is approved, the Owner shall pay the Contractor actual costs incurred, plus either (a) ten percent (10%) for overhead and profit for work performed by the Contractor, or (b) five percent (5%) overhead and profit for work performed by a Subcontractor, as applicable.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker,

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unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to notify the surety and request the surety's assistance in resolving the controversy.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation. Mediation is not a condition precedent to commencing litigation but if litigation is commenced before mediation is held, the Parties agree to mediate before any dispositive motions or trial.

§ 15.3.2 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation and ratified by the Owner's Council shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 16 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 16.1 Record Keeping—Availability and Retention. Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Contractor agrees that the books, records, documents and accounting procedures and practices of Contractor, that are relevant to the Contract or transaction, are subject to examination by the Owner and the state auditor for a minimum of six (6) years. Contractor shall maintain such records for a minimum of six (6) years after final payment.

§ 16.2 Data Practices. Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing this project is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and

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Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the Owner.

§ 16.3 Non-Discrimination. Pursuant to Minnesota Statutes, Section 181.59, the Contractor will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Contractor agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this contract.

DRAFT

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LOEFFLER
CONSTRUCTION & CONSULTING

Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Exhibit B

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A101	BATHHOUSE DEMOLITION PLAN	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A201	BATHHOUSE FLOOR PLAN	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A210	BATHHOUSE ROOF PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
A211	ENLARGED PLANS AND ELEVATIONS	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A510	CROSSOVER BRIDGE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
A601	FINISH PLAN & FINISH KEY	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
A701	BATHHOUSE RCP	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
AQ000	COVER SHEET	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ100	SITE PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ120	LAP POOL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ130	KIDDIE POOL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ201	DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQD100	SITE PLAN - DEMOLITION	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Civil					
C101	EXISTING CONDITIONS PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
C102	SITE DEMOLITION PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
C201	SITE PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
C301	GRADING & EROSION CONTROL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
C801	CIVIL DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Electrical					
E000	ELECTRICAL SYMBOLS AND SITE	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
E100	BATHHOUSE LIGHTING PLAN	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)

LOEFFLER
CONSTRUCTION & CONSULTING

Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E200	BATHHOUSE POWER & SYSTEMS PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
ED100	BATHHOUSE DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
General					
G101	TITLE SHEET	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G120	MOUNTING HEIGHTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G121	MOUNTING HEIGHTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G130	CODE REVIEW	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
General					
Cover	RICHFIELD POOL IMPROVEMENTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Landscape					
L101	LANDSCAPE NOTES	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
L201	LANDSCAPE PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
L501	LANDSCAPE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
L502	LANDSCAPE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Mechanical					
M101	HVAC PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
MD101	HVAC DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Plumbing					
P200	UNDER FLOOR PLUMBING PLAN - MECHANICAL BLDG	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P201	ABOVE FLOOR PLUMBING PLAN - MECHANICAL BLDG	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P301	WASTE AND VENT RISER DIAGRAMS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P302	WATER RISER DIAGRAMS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PD101	PLUMBING DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM01	MECH TITLE SHEET, SYMBOLS & ABBREV.	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM02	MECHANICAL AND PLUMBING SCHEDULES	0	09/05/2025	09/10/2025	Richfield Pool Improvements

LOEFFLER
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Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					Drawings (09/05/25)
PM03	MECHANICAL AND PLUMBING DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM102	MECHANICAL ATTIC PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Structural					
S000	GENERAL STRUCTURAL NOTES & SCHEDULES	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
S100	OVERALL PLAN	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
S200	STRUCTURAL DETAILS	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)

LOEFFLER
CONSTRUCTION & CONSULTING

Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Exhibit C

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Title	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 01 05	Certifications Page	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 01 10	Table of Contents	1			Addendum 2 Specifications - Richfield Pool
00 11 13	Advertisement for Bids	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 21 00	Instructions to Bidders	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 24 00	Scopes of Work	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 26 00	Procurement Substitution Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 31 00	Preliminary Schedule	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 41 00	Bid Form	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 45 00	Qualification Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 52 00	Example Subcontract	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 73 19	Health and Safety Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 - General Requirements					
01 10 00	Summary	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 23 00	Alternates	1			Addendum 2 Specifications - Richfield Pool
01 25 00	Substitution Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 30 00	Administrative Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 35 26	Subcontractor Site Specific Safety Plan Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 40 00	Quality Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 45 33	Code-Required Special Inspections and Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 55 00	Site Logistics & Staging	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 60 00	Product Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 61 16	Volatile Organic Compound (VOC) Content	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 70 00	Execution and Closeout Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 74 19	Construction Waste Management and Disposal	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 78 00	Closeout Submittals	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
02 - Existing Conditions					
02 41 00	Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
02 41 13	Selective Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
03 - Concrete					
03 20 00	Concrete Reinforcing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
03 30 00	Cast-In-Place Concrete	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Number	Description	Revision	Issued Date	Received Date	Set
04 - Masonry					
04 20 00	Unit Masonry	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
05 - Metals					
05 50 00	Metal Fabrications	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
05 51 33	Metal Crossover Bridges	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
07 - Thermal and Moisture Protection					
07 84 00	Firestopping	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
07 92 00	Joint Sealants	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
09 - Finishes					
09 51 00	Acoustical Ceilings	1			Addendum 2 Specifications - Richfield Pool
09 67 00	Fluid-Applied Flooring	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
09 96 00	High-Performance Coatings	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 - Specialties					
10 21 13.19	Plastic Toilet Compartments	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 26 00	Wall and Door Protection	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 28 00	Toilet, Bath, and Laundry Accessories	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 51 26	Plastic Lockers and Benches	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 - Special Construction					
13 11 13	Below Grade Swimming Pools	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 14	Swimming Pool Structures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 15	Swimming Pool Finishes	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 16	Swimming Pool Piping & Valves	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 17	Swimming Pool Equipment & Accessories	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 19	Fiberglass Waterslides	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 - RESERVED FOR FUTURE EXPANSION					
20 10 00	Mechanical General Provisions	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 20 00	Mechanical Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 50 00	Basic Materials and Methods	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 70 00	Electrical Motors and Wiring	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 80 00	Painting and Identification	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 - Plumbing					
22 07 00	Plumbing Insulation	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 10 00	Plumbing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 30 00	Plumbing Equipment	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 40 00	Plumbing Fixtures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Number	Description	Revision	Issued Date	Received Date	Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 01 30	HVAC Air-Distribution System Cleaning	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 05 93	HVAC Testing Adjusting and Balancing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 07 00	HVAC Insulation	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 11 00	Fuel Piping	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 23 00	Refrigeration Piping System	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 30 00	HVAC Air Distribution	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 34 23	HVAC Power Ventilators	0			Addendum 2 Specifications - Richfield Pool
23 37 13	Diffusers, Registers, and Grilles	0			Addendum 2 Specifications - Richfield Pool
23 81 00	Packaged Air Conditioners	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 - Electrical					
26 00 01	General Provisions	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 05	Selective Demolition for Electrical	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 19	Low-Voltage Electrical Power Conductors and Cables	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 26	Grounding and Bonding for Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 29	Hangers and Supports for Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 33	Raceways and Boxes	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 53	Identification For Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 83	Wiring Connections	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 09 23	Lighting Control Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 24 16	Panelboards	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 27 26	Wiring Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 28 13	Fuses	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 28 16	Disconnect Switches	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 29 13	Motor Starters	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 43 00	Surge Protection Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 51 00	Lighting	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
27 - Communications					
27 05 28	Low Voltage Raceway System - Communications	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
28 - Electronic Safety and Security					
28 05 28	Low Voltage Raceway System - Security	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 - Earthwork					
31 10 00	Site Clearing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 20 00	Earth Moving	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 25 00	Temporary Erosion and Sediment Control	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
32 - Exterior Improvements					
32 13 13	Concrete Paving	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Number	Description	Revision	Issued Date	Received Date	Set
32 31 13	Chain Link Fencing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
32 92 00	Turf and Grasses	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Section 00 24 00
SCOPES OF WORK

PART 1 – GENERAL

1.01 - Instructions

1. Subcontractors should review all scopes of work and notify the Construction Manager of any missing, overlapping or unclear expectations.
2. Scope forms will be included as an exhibit to subcontracts and shall not be modified.
3. Complete the bid form as directed and attach '0.0 - General Requirements for All Scope of Work' and attached the scope(s) of work that are included in your proposal.

1.02 – Related Sections

A. 00 41 00 - Bid Form

PART 2 – WORK SCOPES

0.0 - General Requirements for All Scope of Work

1. Trade Contractor has reviewed Divisions 00 and 01 and includes all necessary costs to comply with the requirements of these sections.
2. Trade Contractor has reviewed all plans and specifications.
3. Trade Contractor to assume standard daytime working hours unless noted otherwise.
4. Trade Contractor shall field verify existing conditions for deficiencies, unsatisfactory conditions, unacceptable dimensional tolerances, and notify the Contractor of such prior to installing work. Repairs or corrections required due to unsatisfactory substrate, after acceptance shall be performed at the sole expense of this Trade Contractor.
5. Trade Contractor to coordinate with other Trade Contractors for all construction purposes.
6. Trade Contractor has cross referenced all General, Civil, Architectural, Structural, Mechanical, Electrical, and Demolition Drawings, and include all required costs for a complete scope per the bid packages and specification sections being proposed upon. If a discrepancy exists on the plans, either notify Loeffler Construction & Consulting in writing prior to the bid date so that the issue can be resolved via an addendum, or include the more expensive option in the base bid.
7. Loeffler Construction & Consulting will provide each Trade Contractor with electronic files of the plans and specifications. It will be this Trade Contractor's responsibility to print hard copies of the plans and any subsequent change documents as needed if awarded the project.
8. At a minimum, Trade Contractor will comply with OSHA regulations and Loeffler Construction & Consulting's Safety Program during the course of the project (including leading edge retractable for all leading-edge work)

9. Trade Contractor must coordinate all work and deliveries with Loeffler Construction & Consulting's onsite Superintendent.
10. Trade Contractor shall store materials in a safe manner which will be secure, dry, and permit easy access for inspection and identification. Location shall be coordinated with the Contractor prior to delivery.
11. Trade Contractor agrees that storage space onsite is limited and not guaranteed, and if such storage is allowed, all items shall be relocated as necessary for the progress of the Work as determined by the Contractor. Such relocation shall be done by this Trade Contractor at no additional cost.
12. Trade Contractor is responsible for all offloading shall have on-site representation for receipt of all deliveries to include offloading. Any offloading performed by the Contractor shall be paid for by Trade Contractor.
13. Trade Contractor shall include all fees, permits, inspections, hoisting, lifting, scaffolding, and equipment required to complete this Scope of Work.
14. Loeffler makes no guarantee that temporary power will be operational at the start and duration of the Trade Contractors scope of work. Trade Contractors shall provide a means of power to perform their work, if temporary power is not available.
15. Trade Contractor shall take all necessary measures to protect existing construction and equipment from damage and shall repair damage caused by their employees and equipment.
16. Trade Contractor shall be responsible for the cost of re-work and re-inspection fees because of testing or inspection failure.
17. All Close-Out documents must be submitted to Loeffler Construction & Consulting within 10 days of the project Substantial Completion date. Final payment and retainage will be held until all Close-Out documents have been received. All Close-Out documents shall be issued in both hard copy and electronic format (PDF).
18. Each Trade Contractor will provide daily cleaning of their work areas. Debris shall be placed in dumpsters provided by Loeffler. This shall be coordinated with the Project Superintendent. If your company fails to meet this requirement, Loeffler will back charge accordingly.
19. Trade Contractor Project Manager and their Foreman shall participate in a mandatory pre-installation meeting prior to beginning any work.
20. Trade Contractor understand that Loeffler follows COVD-19 guidance as prepared by the CDC, OSHA and other public officials.
21. Include multiple mobilizations as necessary to complete your respective scope(s) of work.
22. Trade Contractors performing any structural penetrations shall include GPR scanning prior to starting.

32.4 - Fences & Gates

Specifications Included:

32 31 13

Scope of Work:

1. Include furnish and installation of all new fencing and gates as called for in the plans and specifications. Includes privacy slats as required.
2. Include all private utility locates prior to excavation and post placements for new fence footings.
3. Include layout for all work.
4. Trade Contractor to furnish and install all concrete footings and subgrade for fences and gates. Include any reinforcement and sealants for this work called out in the plans and specs.
5. Include removal of all existing fence and footings as shown in drawings and specifications.
6. Trade contractor is responsible for a 100% secure site during fencing replacement.
7. Include the protection of all existing property. Trade Contractor will be responsible for fixing and restoring any affected areas back to like new conditions.
8. Include all necessary permits, obstruction permits and traffic control required for your scope of work.
9. Include means and methods to account for trucking road restrictions (if needed), including but not limited to, short loads.
10. Trade Contractor is responsible to maintain means of ingress and egress while working onsite.
11. Include multiple mobilizations as required to complete this scope of work.
12. Include an additional (24) hours based on highest wage rate listed on the Bid Proposal Form. Hours to be used throughout the duration of the project at the direction and discretion of the Construction Manager Superintendent.
13. Include an additional $10,000 for materials not currently shown on plans. To be utilized throughout the duration of the project at the direction and discretion of the Loeffler Superintendent.

Unit Prices:

#:	Description:	Total Amount:	Circle Add / Deduct:
		$	ADD / DEDUCT
		$	ADD / DEDUCT

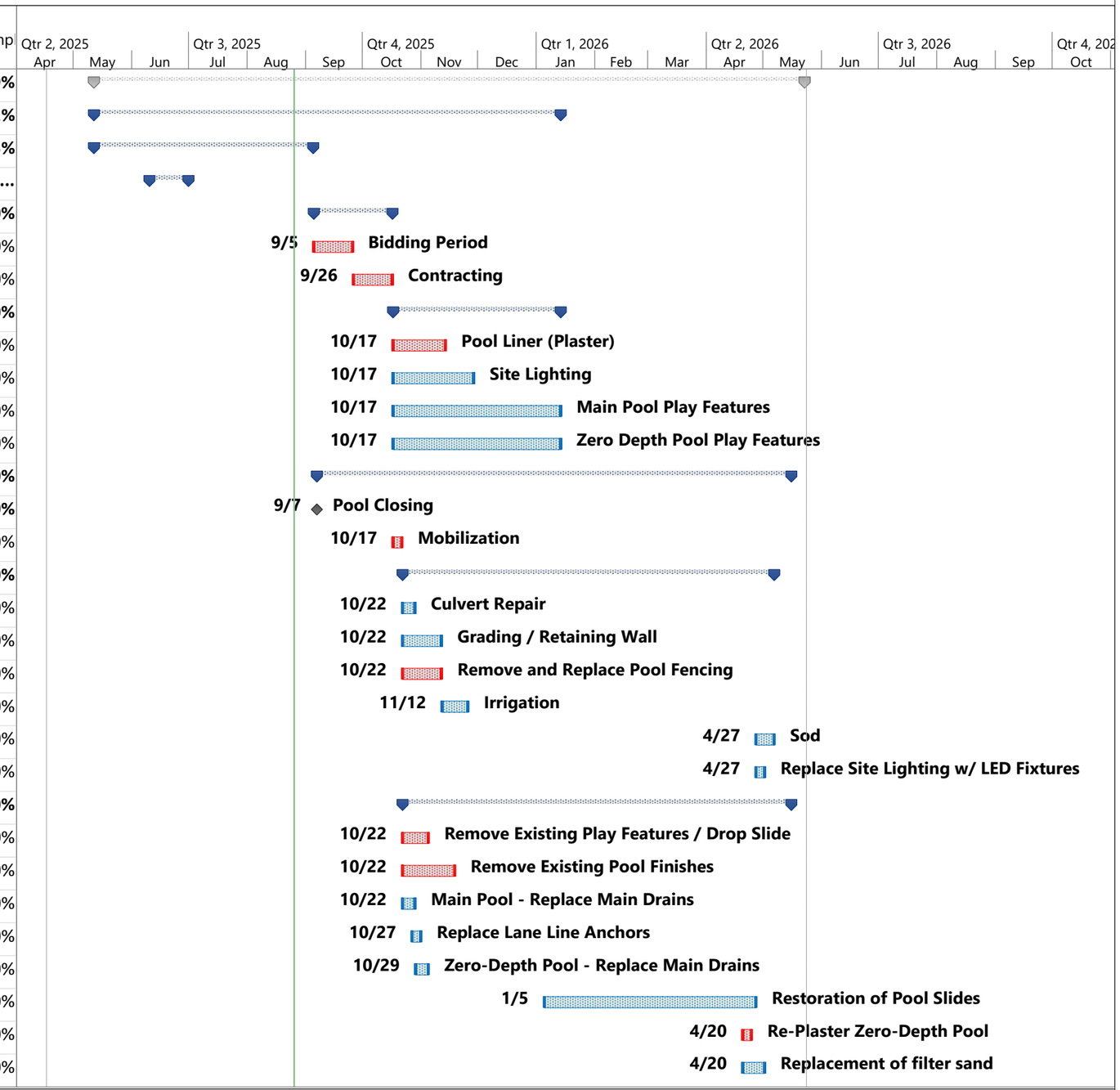
Richfield - Veteran' Park Improvments

Preliminary Schedule

Tue 8/26/25

LOEFFLER CONSTRUCTION & CONSULTING

ID	Task Name	Duration	Start	Finish	% Comp
0	**Richfield Veterans Park Improvements - Aquatics Area**	**264 day**	**Mon 5/12/25**	**Sat 5/23/26**	**9%**
51	**Pool Preconstruction**	**171 day**	**Mon 5/12/25**	**Tue 1/13/26**	**21%**
52	**Design Services**	**81 days**	**Mon 5/12/25**	**Thu 9/4/25**	**65%**
55	**Estimating**	**15 days**	**Tue 6/10/25**	**Mon 6/30/25**	**10...**
57	**Trade Contractor Bidding**	**30 days**	**Fri 9/5/25**	**Thu 10/16/25**	**0%**
58	Bidding Period	3 wks	Fri 9/5/25	Thu 9/25/25	0%
59	Contracting	3 wks	Fri 9/26/25	Thu 10/16/25	0%
60	**Procurement**	**60 days**	**Fri 10/17/25**	**Tue 1/13/26**	**0%**
61	Pool Liner (Plaster)	4 wks	Fri 10/17/25	Thu 11/13/25	0%
62	Site Lighting	6 wks	Fri 10/17/25	Fri 11/28/25	0%
63	Main Pool Play Features	12 wks	Fri 10/17/25	Tue 1/13/26	0%
64	Zero Depth Pool Play Features	12 wks	Fri 10/17/25	Tue 1/13/26	0%
1	**Construction - Pool (Schedule to be Confirmed)**	**177 day**	**Sun 9/7/25**	**Fri 5/15/26**	**0%**
25	**Pool Closing**	**0 days**	**Sun 9/7/25**	**Sun 9/7/25**	**0%**
2	Mobilization	3 days	Fri 10/17/25	Tue 10/21/25	0%
27	**Exterior Site Work**	**138 day**	**Wed 10/22/2**	**Wed 5/6/26**	**0%**
28	Culvert Repair	1 wk	Wed 10/22/2	Tue 10/28/25	0%
29	Grading / Retaining Wall	3 wks	Wed 10/22/2	Tue 11/11/25	0%
33	Remove and Replace Pool Fencing	3 wks	Wed 10/22/2	Tue 11/11/25	0%
31	Irrigation	2 wks	Wed 11/12/2	Tue 11/25/25	0%
30	Sod	8 days	Mon 4/27/26	Wed 5/6/26	0%
32	Replace Site Lighting w/ LED Fixtures	1 wk	Mon 4/27/26	Fri 5/1/26	0%
34	**Aquatics**	**145 day**	**Wed 10/22/2**	**Fri 5/15/26**	**0%**
35	Remove Existing Play Features / Drop Slide	2 wks	Wed 10/22/2	Tue 11/4/25	0%
36	Remove Existing Pool Finishes	20 days	Wed 10/22/2	Tue 11/18/25	0%
46	Main Pool - Replace Main Drains	1 wk	Wed 10/22/2	Tue 10/28/25	0%
44	Replace Lane Line Anchors	1 wk	Mon 10/27/2	Fri 10/31/25	0%
45	Zero-Depth Pool - Replace Main Drains	1 wk	Wed 10/29/2	Tue 11/4/25	0%
37	Restoration of Pool Slides	16 wks	Mon 1/5/26	Mon 4/27/26	0%
38	Re-Plaster Zero-Depth Pool	1 wk	Mon 4/20/26	Fri 4/24/26	0%
49	Replacement of filter sand	2 wks	Mon 4/20/26	Fri 5/1/26	0%



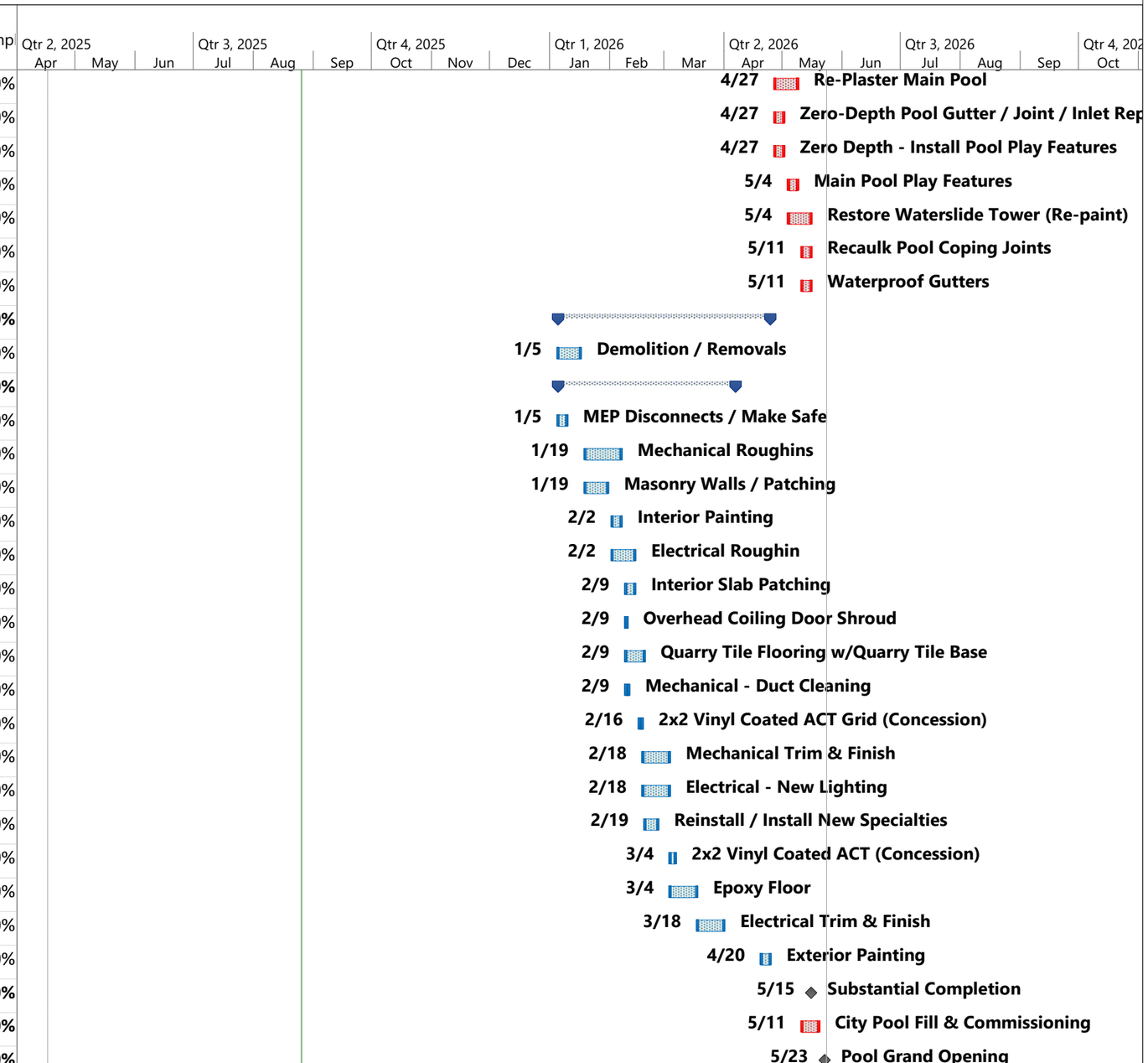
Richfield - Veteran' Park Improvments

Preliminary Schedule

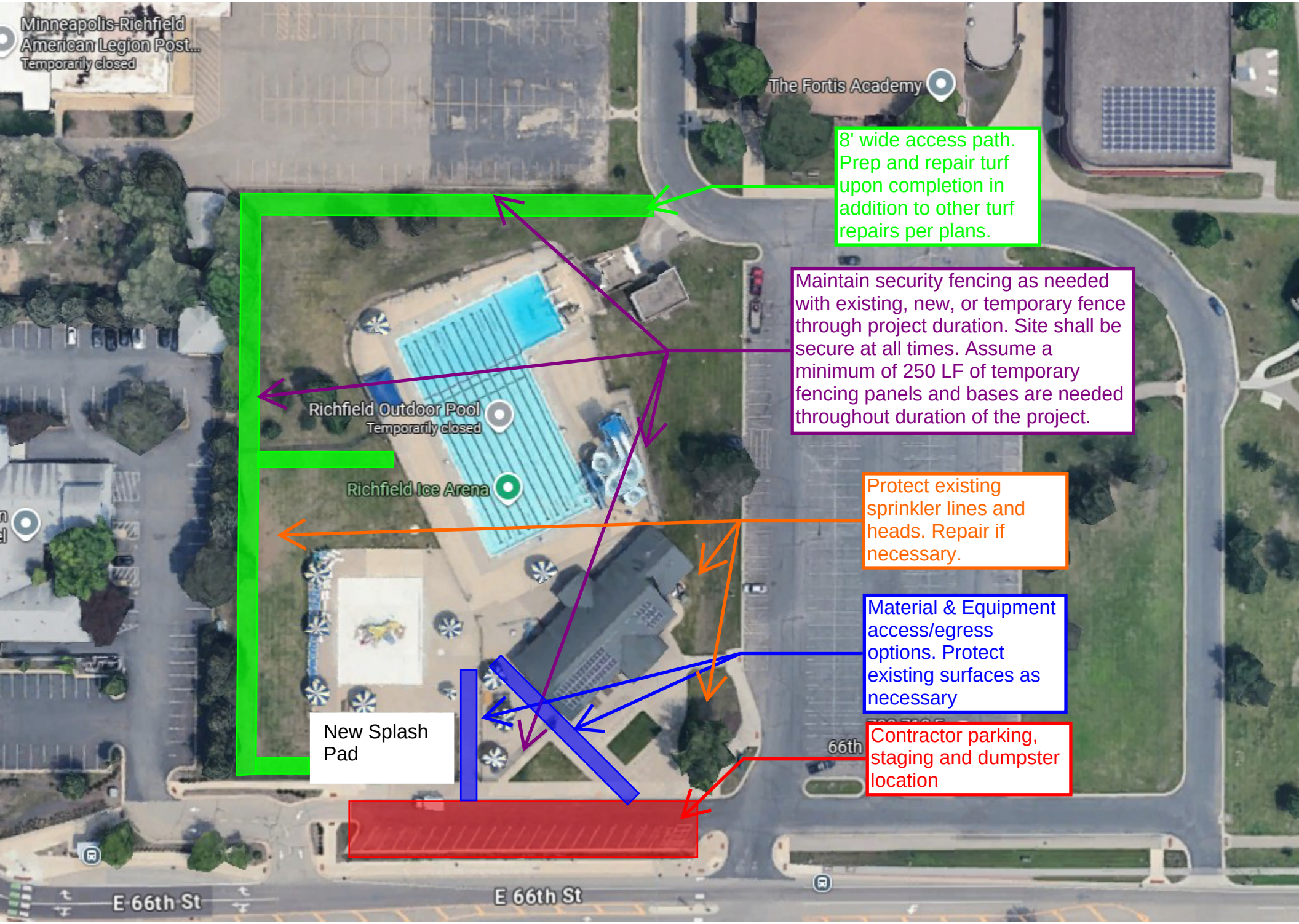
Tue 8/26/25

LOEFFLER CONSTRUCTION & CONSULTING

ID	Task Name	Duration	Start	Finish	% Comp
39	Re-Plaster Main Pool	2 wks	Mon 4/27/26	Fri 5/8/26	0%
42	Zero-Depth Pool Gutter / Joint / Inlet Repairs	1 wk	Mon 4/27/26	Fri 5/1/26	0%
43	Zero Depth - Install Pool Play Features	1 wk	Mon 4/27/26	Fri 5/1/26	0%
40	Main Pool Play Features	1 wk	Mon 5/4/26	Fri 5/8/26	0%
47	Restore Waterslide Tower (Re-paint)	2 wks	Mon 5/4/26	Fri 5/15/26	0%
41	Recaulk Pool Coping Joints	1 wk	Mon 5/11/26	Fri 5/15/26	0%
48	Waterproof Gutters	1 wk	Mon 5/11/26	Fri 5/15/26	0%
3	**Bath House Improvements**	**80 days**	**Mon 1/5/26**	**Fri 4/24/26**	**0%**
4	Demolition / Removals	2 wks	Mon 1/5/26	Fri 1/16/26	0%
5	**Temporary Heating**	**66 days**	**Mon 1/5/26**	**Mon 4/6/26**	**0%**
17	MEP Disconnects / Make Safe	1 wk	Mon 1/5/26	Fri 1/9/26	0%
18	Mechanical Roughins	3 wks	Mon 1/19/26	Fri 2/6/26	0%
24	Masonry Walls / Patching	2 wks	Mon 1/19/26	Fri 1/30/26	0%
15	Interior Painting	1 wk	Mon 2/2/26	Fri 2/6/26	0%
20	Electrical Roughin	2 wks	Mon 2/2/26	Fri 2/13/26	0%
8	Interior Slab Patching	1 wk	Mon 2/9/26	Fri 2/13/26	0%
10	Overhead Coiling Door Shroud	1 day	Mon 2/9/26	Mon 2/9/26	0%
11	Quarry Tile Flooring w/Quarry Tile Base	8 days	Mon 2/9/26	Wed 2/18/26	0%
21	Mechanical - Duct Cleaning	2 days	Mon 2/9/26	Tue 2/10/26	0%
12	2x2 Vinyl Coated ACT Grid (Concession)	2 days	Mon 2/16/26	Tue 2/17/26	0%
19	Mechanical Trim & Finish	2 wks	Wed 2/18/26	Tue 3/3/26	0%
22	Electrical - New Lighting	2 wks	Wed 2/18/26	Tue 3/3/26	0%
9	Reinstall / Install New Specialties	1 wk	Thu 2/19/26	Wed 2/25/26	0%
13	2x2 Vinyl Coated ACT (Concession)	3 days	Wed 3/4/26	Fri 3/6/26	0%
14	Epoxy Floor	2 wks	Wed 3/4/26	Tue 3/17/26	0%
23	Electrical Trim & Finish	2 wks	Wed 3/18/26	Tue 3/31/26	0%
16	Exterior Painting	1 wk	Mon 4/20/26	Fri 4/24/26	0%
26	**Substantial Completion**	**0 days**	**Fri 5/15/26**	**Fri 5/15/26**	**0%**
65	**City Pool Fill & Commissioning**	**7 days**	**Mon 5/11/26**	**Tue 5/19/26**	**0%**
50	**Pool Grand Opening**	**0 days**	**Sat 5/23/26**	**Sat 5/23/26**	**0%**



Site Logistics - Richfield Pool Renovation



DRAFT

AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the «29th » day of «October » in the year «Two Thousand Twenty-Five »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Richfield»« »
« 6700 Portland Ave
Richfield, MN 55423»

and the Contractor:
(Name, legal status, address, and other information)

«Aqua Logic, Inc.
501 Industrial Blvd.
Waconia, MN 55387
952-856-7550»

for the following Project:
(Name, location, and detailed description)

«Veterans Park Improvements - Aquatics»
«6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements. »

The Construction Manager:
(Name, legal status, address, and other information)

« Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
9202 202nd St. W., Suite 100
Lakeville, MN 55044
«Telephone Number: 952.955.9119»

The Architect:
(Name, legal status, address, and other information)

«JLG Architects
710 S 2nd St 8th Floor
Minneapolis, MN 55401
Phone: (612) 746-4260

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS
EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« X »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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§ 3.3 Substantial Completion of the Project or Portions Thereof
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

«Substantial Completion: 5/15/2026
Final Completion: 5/23/2026»

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
TBD	

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete
§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« X »] By the following date: «5/15/2026»

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
Replaster Main Pool	5/8/2026

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[«X »] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum
§ 4.2.1 The Contract Sum shall be «Seven hundred ninety eight thousand dollars even, $798,000 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates
§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
n/a	

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§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
n/a		

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
100 labor hours @ $88.50/hr	$8,850.00
Temporary Protection & Materials	$10,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Journeyman labor	Per Hour	$82.00 regular
Foreman labor	Per Hour	$85.50 regular
Gen. Foreman labor	Per Hour	$88.50 regular

§ 4.3 INTENTIONALLY OMITTED

§ 4.4 INTENTIONALLY OMITTED

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

«See Section 8.8.2 »

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« N/A »

ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 When an Application for Payment is received by the Construction Manager, payment of the amount certified shall be made by the Owner not later than «thirty-five » («35 ») days after the Construction Manager receives and certifies the Application for Payment. Unless expressly otherwise agreed in this

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Contract, payments and payment disputes shall be governed by the Prompt Payment of Local Government Bills, Minn. Stat. Sec. 471.425 ("Prompt Payment Act").
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3.1 Prompt Payment to Subcontractors Required by MN Law. The Contractor shall pay each Subcontractor no later than ten days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. Per 471.425 Minnesota Statutes, the prime contractor must pay any subcontractor within ten days of the prime contractor's receipt of payment from the Public Body/Owner for undisputed services provided by the subcontractor. The prime contractor must pay the subcontractor interest of 1 ½ percent per month on any disputed amounts not paid on time. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 INTENTIONALLY OMITTED

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§ 5.1.6 INTENTIONALLY OMITTED
§ 5.1.7 Retainage
§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

«No reduction in retainage until substantial completion »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« As set forth in A232-2019 General Conditions Section 9.8.6 »

§ 5.2 Final Payment
§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum
§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« 4 » % « per annum »

« »

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[«X »] Litigation in a court of competent jurisdiction, in the county where the project is located.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

«N/A. »

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 INTENTIONALLY OMITTED

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

«Karl Huemiller
Recreation Services Director
7000 Nicollet Ave.
Richfield, MN 55423
(P) 612-861-9387

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khuemiller@richfieldmn.gov»

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« Ryan Johnson, PM
Aqua Logic, Inc.
501 Industrial Blvd.
Waconia, MN 55387
763-568-8642
rkjohnson@aquali.com »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

§ 8.8.1 MN PREVAILING WAGE
§ 8.8.1.1 Wage Determination This is a prevailing wage project. All contractor and subcontractors shall pay at least the minimum prevailing wage as published by the State of Minnesota and conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

§ 8.8.1.2 Pursuant to Minnesota Statutes 177.43, "No laborer or mechanic employed directly upon the project worksite by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work on the project, shall be permitted or required to work more hours than the prevailing hours of labor unless such laborer or mechanic is paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times his hourly basic rate of pay; nor shall he be paid a lesser rate of wages than the

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prevailing wage rate in the same or most similar trade or occupation area." Nothing in this contract shall be construed as prohibiting the contractor or subcontractor from paying the negotiated wage rate.

§ 8.8.1.3 Any project with an estimated total cost of more than $25,000 must comply with Minnesota Statute 177.41-44, which is commonly known as The Little Davis Bacon Act. To facilitate compliance pursuant to the Statute, wage determinations were prepared for different trades for each county from which labor for said project would be secured. It is the stated public policy of M.S. 177.41 as follows: "It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available, and that persons working on public works be compensated according to the real value of the services they perform. It is therefore declared to be the public policy of this State that wages of laborers, workmen, and mechanics engaged in State project would be comparable to wages paid for similar work in the community as a whole." Any wage determinations which are found not to be so promulgated do not relieve the contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certification by the Minnesota Department of Labor and Industry. Therefore, no inferences may be drawn from the omission of a classification which has local usage. Further, the Owner will not be liable for increased labor cost, errors in the rates of classifications, or changes to same prior to the awarding of contracts.

§ 8.8.1.4 Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates may be obtained from the Minnesota Department of Labor and Industry. Said wage rates must be posted in at least one conspicuous place for the employees working on the project. Failure to do so, by any Contractor, subcontractor, or agent, who, after executing a contract in compliance with this section, pays to any laborer, workman, or mechanic employed directly on the project, a lesser wage for work done on the project than the prevailing wage rate, shall be fined $3700 or imprisoned for not more than 90 days or both. Each day any violation of this section continues shall be a separate offense. Prevailing wage rates for this project are attached at the end of this section.

§ 8.8.1.5 Specification Section marked "PREVAILING WAGES" contains the Minnesota Department of Labor and Industry prevailing wages for this project.

§ 8.8.1.6 Any violation of Minnesota Statue 177.42-44 shall be reported to the Minnesota Department of Labor and Industry.

§ 8.8.1.7 The Contractor shall also furnish with each Application for Payment Certified Payroll Statements, setting forth the wages and benefits paid each employee during the time period covered by the Application for Payment, specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs.

§ 8.8.2 LIQUIDATED DAMAGES

§ 8.8.2.1 Contractor acknowledges that delays in completion of the Project beyond substantial completion, subject to adjustments as provided in the Contract Documents (the "Substantial Completion Date") would result in the loss of certain benefits to Owner and its constituents, which would be difficult or impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Accordingly, the parties hereby agree that if Contractor fails to achieve Substantial Completion of the Project by the scheduled Substantial Completion Date, then for delays the Owner shall be entitled to recover from Contractor the following:

.1 For each calendar day that Substantial Completion of the Project is delayed beyond the Scheduled Substantial Completion Date: $500.00 per day for contracts valued at or under $500,000.00 or will be $1,000.00 per day for contracts that exceed $500,000.01 in total value.

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§ 8.8.2.2 For purpose of this Section, Substantial Completion shall have occurred when the Architect certifies that the project is Substantially Complete in accordance with the General Conditions of Contract. If all work is not finally completed by TBD, Owner shall be entitled to actual damages for damages occurring after that date, and liquidated damages for damages prior to that date.

§ 8.8.2.3 Contractor shall pay any liquidated damages to Owner within fifteen (15) days of Owner's invoice. Owner has the right to submit invoices for liquidated damages on a weekly basis. Payment of liquidated damages shall not relieve the Contractor of its other obligations under the parties' Agreement. Owner, at its option, may deduct the amounts of any liquidated damages from amounts otherwise due to Contractor.

§ 8.8.2.4 The parties agree that the amount of liquidated damages fixed in this Section is a reasonable forecast of just compensation for harm to the Owner resulting from the Contractor's failure to meet the Project schedule, and is not a penalty. The parties further agree that in the event the amount of liquidated damages set forth in this Section is held to be unenforceable or challenged by the Contractor as unenforceable for any reason, the Owner shall be entitled to recover its actual, direct, and consequential damages, if any, resulting from Contractor's delay in achieving Substantial Completion of the Work by the scheduled Substantial Completion Date.

§ 8.8.3 Certificate of Substantial Completion When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time which the Contractor shall complete all items on the list accompanying the Certificate to sixty (60) calendar days. The Contractor will submit a punch list completion schedule within ten (10) days of receipt of Certificate of Substantial Completion. Any cost incurred by the Architect or Architect's consultants (after 60 calendar days of substantial completion) to close out the project will be deducted from the Contractor's contract by change order. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Warranties on punch list items will commence on the date of final payment.

§ 8.8.4 The Contractor, prior to contract award, shall submit electronically to the architect a notarized copy of MN Responsible Contractor Compliance Affidavit from each subcontractor. If a subcontractor is substituted during the project, a new MN Responsible Contractor Compliance Affidavit will be required. »

§ 8.8.5 INTENTIONALLY OMITTED

§ 8.8.6 INTENTIONALLY OMITTED

§ 8.8.7 NON-MINNESOTA CONTRACTOR. Non-Minnesota Contractors for contracts that exceed or can reasonably be expected to exceed $100,000 shall comply with the following Minnesota Department of Revenue Requirements (MN Law, MS 290.9705):

§ 8.8.7.1 File form SDE (Exemption from Surety Deposits for Non-Minnesota Contractors) with the Minnesota Revenue, Mail Station 6501, St. Paul, Minnesota 55146-6501. An exemption will be granted if:

- **.1** The Contractor provides a cash surety or bond (8% of total contract), secured by an Insurance Company licensed in Minnesota, which guarantees compliance with all provisions of Minnesota withholding, sales and corporate income tax laws, or:
- **.2** The Contractor provides evidence of full compliance with such laws on previous construction work in Minnesota during the last three years.

§ 8.8.7.2 Submit a copy of form SDE, certified by the Department of Revenue, with the Contractor's initial Application for Payment.

§ 8.8.7.3 If an exemption is not granted, 8 percent of each Application for Payment will be withheld as surety and deposited with the Department of Revenue, to be refunded with interest after the Contractor's State tax obligations are fulfilled.

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§ 8.8.8 FIREARMS PROHIBITED

§ 8.8.8.1 No provider of services pursuant to this contract, including but not limited to employees, agents, suppliers or subcontractor's of the Contractor shall carry or possess a firearm on the Owner's premises or while acting on behalf of the Owner pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the Owner under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« N/A »

.5 Drawings

Number	Title	Date
See Exhibit B	Drawing Log	9/26/2025

.6 Specifications

Section	Title	Date	Pages
See Exhibit C	Specifications Log	9/26/2025	4

.7 Addenda, if any:

Number	Date	Pages
1	9/15/25	16
2	9/19/25	33
3	9/26/25	71

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[« »] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

« »

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[« »] The Sustainability Plan:

Title	Date	Pages

[«X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit D	*Bid Scope	9/26/25	4
Exhibit E	Schedule	9/26/25	2
Exhibit F	Logistics	9/26/25	1

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
«By: Mary B. Supple, Mayor»	«»
(Printed name and title)	*(Printed name and title)*

OWNER *(Signature)*
«By: Katie Rodriquez, City Manager»
(Printed name and title)

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DRAFT

AIA® Document A132™ – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the «29th » day of « October » in the year «Two Thousand Twenty-Five »
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

«Veterans Park Improvements - Aquatics»
«6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements. »

THE OWNER:
(Name, legal status, and address)

«City of Richfield»« »
« 6700 Portland Ave
Richfield, MN 55423»

THE CONTRACTOR:
(Name, legal status, and address)

«Per AIA A132»

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars » ($ «1,000,000 ») each occurrence, «Two Million » ($ «2,000,000 ») general aggregate, and « Two Million » ($ «$2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

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.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « One Million » ($ « $1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «One Million Dollars » ($ « 1,000,000 ») each accident, « One Million Dollars » ($ «1,000,000 ») each employee, and « One Million Dollars » ($ « 1,000,000 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars » ($ « 1,000,000 ») per claim and « Two Million Dollars » ($ «2,000,000 ») in the aggregate.

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§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «One Million Dollars » ($ « 1,000,000 ») per claim and « Two Millions Dollars » ($ «2,000,000 ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «Two Million » ($ « 2,000,000 ») per claim and «Four Million Dollars » ($ « 4,000,000 ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than «One Million » ($ « 1,000,000 ») per claim and « One Million » ($ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « One Million » ($ « 1,000,000 ») per claim and « One Million » ($ «1,000,000 ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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[« »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	« 100% of Total Contract Amount»
Performance Bond	« 100% of Total Contract Amount»

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

1. « « « Contractor's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this contract.
2. Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
3. Contractor is responsible for payment of Contract related insurance premiums and deductibles.
4. If Contractor is self-insured, a Certificate of Self-Insurance must be attached.
5. Contractor's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance.
6. Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.
7. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by the Contract.
8. The City reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor.
9. All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.
10. The Contractor is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.
11. The City reserves the right to modify the insurance requirements for a particular project.

»

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AIA® Document A232™ – 2019

General Conditions of the Contract for Construction,
Construction Manager as Adviser Edition

for the following PROJECT:
(Name, and location or address)

Veterans Park Improvements - Aquatics
6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements.

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
«9202 202nd St. W., Suite 100
Lakeville, MN 55044»

THE OWNER:
(Name, legal status, and address)
City of Richfield
6700 Portland Ave
Richfield, MN 55423

THE ARCHITECT:
(Name, legal status, and address)

JLG Architects
710 S 2nd St 8th Floor
Minneapolis, MN 55401
Phone: (612) 746-4260»

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 Subject to the Agreement between Owner and Architect, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building

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Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or similar written agreement, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall identify a representative authorized to act on the Owner's behalf only with respect to specific matters delegated to the representative in writing by the Owner's governing body. Except as expressly delegated by the Owner's governing body, the Owner's representative has no authority to agree to any adjustments in the Contract Sum or Contract Time. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority.

§ 2.2 Evidence of the Owner's Financial Arrangements
§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner
§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent

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changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for utility locations provided by private utilities, which Owner does not warrant for accuracy, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall be responsible for verifying the accuracy of all utility locations supplied by private utilities.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the

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jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 By executing the Contract, the Contractor represents that the Contractor has reviewed and understands the Contract Documents, has visited the Site and is familiar with local conditions under which the Work is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has notified the Architect of and obtained clarification of any discrepancies which have become apparent during the bidding or proposal period.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 The Contractor must make frequent inspections during the progress of the Work to confirm that Work previously performed by the Contractor is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and Referenced Standards and that portion of Work previously performed by the Contractor or by others are in proper condition to receive subsequent Work.

§ 3.2.5 The Contractor must promptly notify the Owner and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and physical data and Site conditions observed.

§ 3.2.6 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

§ 3.2.7 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2, the

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Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees, Subcontractors, and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

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§ 3.5.3 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, nor are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.

§ 3.5.4 The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

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but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Superintendent must provide his or her email address and cell phone number to Owner, Construction Manager, and Architect and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit in its native and electronic format, for the Owner's and Architect's acceptance, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, within ten days of execution of the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including the current Construction Schedule, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. The Contractor must provide the Owner, Construction Manager, and Architect with copies of all submittals made to regulatory agencies.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.13.3 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor must keep the Site and adjacent areas free from accumulation of waste materials or rubbish caused by operations under the Contract, and must keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If the Contractor fails to do so in a manner reasonably satisfactory to the Owner or the Architect within forty-eight (48) hours after notice or as otherwise required by the Contract Documents, the Owner may clean the Site and back charge the Contractor for all costs associated with the cleaning. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the

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provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project

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Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 After award of the Contract, if the Contractor seeks to substitute a Subcontractor, the Contractor shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the substitute(s) proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed substitute(s) or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a substitute Subcontractor to whom the Owner, Construction Manager or Architect has made reasonable and timely objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's

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Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

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§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders and Change Proposals

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

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§ 7.2.2 The Contractor must submit Change Proposals covering a contemplated Change Order within ten (10) days after request of the Owner, or the Architect or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making Change Proposals. Change Proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and Site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-subcontractor. The Subcontractor's or Sub-subcontractor's overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change Proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the Change Proposal in accordance with this Section 7.2.2 without accepting the Change Proposal in its entirety.

§ 7.2.3 If the Owner determines that a Change Proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager and Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 The Contractor must conform to the most recently accepted Progress Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Progress Schedule.

§ 8.2.5 The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the accepted Progress Schedule and any accepted revisions thereto. The Contractor must keep current records of and mark on a copy of the accepted Progress Schedule the actual commencement date, progress and completion date of each scheduled activity indicated on the Progress Schedule.

§ 8.2.6 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.7 If the Contractor's progress is not maintained in accordance with the accepted Progress Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently accepted Progress Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

§ 8.2.8 The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Project Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 9.2 Schedule of Values
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment
§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. As required by Minnesota Statutes, Section 471.425, subd. 4a, the Contractor must pay all Subcontractors, less any retainage, within ten (10) calendar days of the Contractor's receipt of payment from the Owner for undisputed services provided by the Subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the Subcontractor(s) on any undisputed amount not paid on time to the Subcontractor(s).

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor must submit to the Architect itemized Applications for Payment for Work completed on a monthly basis in accordance with a schedule approved by the Owner. Each Application for Payment must be consistent with the approved Schedule of Values. In order to expedite the review and approval of Applications for Payment, the Contractor may submit to and review with the Architect and Owner a draft Application for Payment at a progress meeting prior to submitting a formal Application for Payment.

§ 9.3.5 The form of Application for Payment must be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet (latest edition), or such other form as may be prescribed by the Owner. The Application must be notarized and supported by sufficient data to demonstrate the Contractor's right to payment and compliance with the payment provisions of the Contract to the satisfaction of the Owner and Architect, such as copies of requisitions from Subcontractors and material suppliers, partial lien waivers,

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releases and other documents. Each Application for Payment must reflect approved Contract Modifications and the Contract retainage provided for in the Contract Documents.

§ 9.3.6 Applications for Payment may include materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. The Owner has no obligation or responsibility to pay for materials stored off the Site. If specifically approved in writing in advance by the Owner, an Application for Payment may include materials and equipment stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site is conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to protect the Owner's interests. Payment for materials and equipment stored off the Site will, in addition, be conditioned upon the Contractor's provision of applicable insurance, storage and transportation to the Site.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

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§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor or other Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

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agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Retainage after Substantial Completion, Minn. Stat. § 15.72, subd. 2—Subject to the following, all retainage will be released to Construction Manager no later than sixty (60) days after Substantial Completion. "Substantial Completion" shall be determined by the Architect consistent with the definition in Minnesota Statutes, Section 541.051, subd. 1(a). After Substantial Completion, Owner may withhold: (1) two hundred and fifty percent (250%) of the estimated cost to correct or complete Work known at the time of Substantial Completion; and (2) one percent (1%) of the value of the contract or $500.00, whichever is greater, pending completion and submission of all final paperwork by Construction Manager. If Owner withholds payment under this paragraph, it will provide a written statement to Construction Manager detailing the amount and basis of the withholding. Owner will pay any amounts withheld under clause (1) within sixty (60) days after completion or correction of the Work, as determined by Architect. Owner will pay any amounts withheld under clause (2) after submission of all final paperwork, as determined by Owner.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final

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Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. Notwithstanding the foregoing, the Owner may at its option retain the lesser of a minimum of three times the value of the incomplete or uncorrected parts of the Work, or the maximum amount allowed by law, as estimated by the Construction Manager, provided the remaining work is minor and cannot be completed or corrected due to weather, unsuitable conditions for testing or other circumstances beyond the Contractor's control, as agreed upon by the Architect and Construction Manager.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and the Architect and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and

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request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

§ 9.10.7 Upon receipt of the Contractor's notice and request for final inspection, the Owner and the Architect will promptly make such inspection and, when the Owner and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Architect will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Architect will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner or the Architect until the Work is determined to be finally complete.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- **.4** construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work on Owner's property if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

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§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds
§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance
§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the

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right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by Section 11.2 or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Notwithstanding the above, Owner does not waive its right to subrogate against (1) Contractor, any of its Subcontractors, Sub-Subcontractors, agents or employees for damages caused to non-Project related property, real or personal or both, at or adjacent to the site of the Project, caused by the negligent, intentional or other willful act or omission of the Contractor, any of its Subcontractors, Sub-Subcontractors, agents or employees; or against (2) the Architect, or Architect's consultant, if any, for damages caused to non-Project related property, real or personal or both, at or adjacent to the site of the Project, caused by the negligent, intentional or other willful act or omission of the Architect, or Architect's consultants, if any.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and

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Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice within a reasonable time after discovery of the condition, and such notice shall be within one year after substantial completion, or, for Work performed pursuant to Sections 12.2.2.2 and 12.2.2.3, within the one year following such Work or Corrective Work. If Owner fails to give notice to Contractor within these one-year periods, Owner waives its right to Corrective Work, but retains all other rights it may have under law for defective Work. During the period for correction of Work, the Owner shall give the Contractor a reasonable opportunity to make the correction. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. With respect to any Corrective Work performed during the Correction Period, the Correction Period for that Corrective Work shall be extended for one year from the date the Corrective Work was completed.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary

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by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

All payments to the Contractor shall be governed by the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.125 ("Prompt Payment Act"), except that any of four (4) percent per annum.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- **.3** Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, and reasonable and substantiated costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 No Right to Stop Work for Non-Payment. The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

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§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent:

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. Nothing in this paragraph 15.1.1 is intended to apply to or in any way limit the Owner's right to make Claims related to or arising out of the Contract.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a Claim for actual costs is approved, the Owner shall pay the Contractor actual costs incurred, plus either (a) ten percent (10%) for overhead and profit for work performed by the Contractor, or (b) five percent (5%) overhead and profit for work performed by a Subcontractor, as applicable.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker,

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unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to notify the surety and request the surety's assistance in resolving the controversy.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation. Mediation is not a condition precedent to commencing litigation but if litigation is commenced before mediation is held, the Parties agree to mediate before any dispositive motions or trial.

§ 15.3.2 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation and ratified by the Owner's Council shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 16 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 16.1 Record Keeping—Availability and Retention. Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Contractor agrees that the books, records, documents and accounting procedures and practices of Contractor, that are relevant to the Contract or transaction, are subject to examination by the Owner and the state auditor for a minimum of six (6) years. Contractor shall maintain such records for a minimum of six (6) years after final payment.

§ 16.2 Data Practices. Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing this project is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and

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Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the Owner.

§ 16.3 Non-Discrimination. Pursuant to Minnesota Statutes, Section 181.59, the Contractor will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Contractor agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this contract.

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CONSTRUCTION & CONSULTING

Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Exhibit B

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A101	BATHHOUSE DEMOLITION PLAN	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A201	BATHHOUSE FLOOR PLAN	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A210	BATHHOUSE ROOF PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
A211	ENLARGED PLANS AND ELEVATIONS	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A510	CROSSOVER BRIDGE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
A601	FINISH PLAN & FINISH KEY	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
A701	BATHHOUSE RCP	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
AQ000	COVER SHEET	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ100	SITE PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ120	LAP POOL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ130	KIDDIE POOL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ201	DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQD100	SITE PLAN - DEMOLITION	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Civil					
C101	EXISTING CONDITIONS PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
C102	SITE DEMOLITION PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
C201	SITE PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
C301	GRADING & EROSION CONTROL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
C801	CIVIL DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Electrical					
E000	ELECTRICAL SYMBOLS AND SITE	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
E100	BATHHOUSE LIGHTING PLAN	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)

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Richfield, Minnesota 55423

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E200	BATHHOUSE POWER & SYSTEMS PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
ED100	BATHHOUSE DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
General					
G101	TITLE SHEET	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G120	MOUNTING HEIGHTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G121	MOUNTING HEIGHTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G130	CODE REVIEW	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
General					
Cover	RICHFIELD POOL IMPROVEMENTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Landscape					
L101	LANDSCAPE NOTES	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
L201	LANDSCAPE PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
L501	LANDSCAPE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
L502	LANDSCAPE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Mechanical					
M101	HVAC PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
MD101	HVAC DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Plumbing					
P200	UNDER FLOOR PLUMBING PLAN - MECHANICAL BLDG	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P201	ABOVE FLOOR PLUMBING PLAN - MECHANICAL BLDG	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P301	WASTE AND VENT RISER DIAGRAMS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P302	WATER RISER DIAGRAMS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PD101	PLUMBING DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM01	MECH TITLE SHEET, SYMBOLS & ABBREV.	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM02	MECHANICAL AND PLUMBING SCHEDULES	0	09/05/2025	09/10/2025	Richfield Pool Improvements

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Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					Drawings (09/05/25)
PM03	MECHANICAL AND PLUMBING DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM102	MECHANICAL ATTIC PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Structural					
S000	GENERAL STRUCTURAL NOTES & SCHEDULES	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
S100	OVERALL PLAN	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
S200	STRUCTURAL DETAILS	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)

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Job #: 25112 Veterans Memorial Park Improvement
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Richfield, Minnesota 55423

Exhibit C

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Title	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 01 05	Certifications Page	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 01 10	Table of Contents	1			Addendum 2 Specifications - Richfield Pool
00 11 13	Advertisement for Bids	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 21 00	Instructions to Bidders	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 24 00	Scopes of Work	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 26 00	Procurement Substitution Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 31 00	Preliminary Schedule	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 41 00	Bid Form	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 45 00	Qualification Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 52 00	Example Subcontract	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 73 19	Health and Safety Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 - General Requirements					
01 10 00	Summary	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 23 00	Alternates	1			Addendum 2 Specifications - Richfield Pool
01 25 00	Substitution Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 30 00	Administrative Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 35 26	Subcontractor Site Specific Safety Plan Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 40 00	Quality Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 45 33	Code-Required Special Inspections and Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 55 00	Site Logistics & Staging	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 60 00	Product Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 61 16	Volatile Organic Compound (VOC) Content	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 70 00	Execution and Closeout Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 74 19	Construction Waste Management and Disposal	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 78 00	Closeout Submittals	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
02 - Existing Conditions					
02 41 00	Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
02 41 13	Selective Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
03 - Concrete					
03 20 00	Concrete Reinforcing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
03 30 00	Cast-In-Place Concrete	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Number	Description	Revision	Issued Date	Received Date	Set
04 - Masonry					
04 20 00	Unit Masonry	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
05 - Metals					
05 50 00	Metal Fabrications	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
05 51 33	Metal Crossover Bridges	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
07 - Thermal and Moisture Protection					
07 84 00	Firestopping	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
07 92 00	Joint Sealants	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
09 - Finishes					
09 51 00	Acoustical Ceilings	1			Addendum 2 Specifications - Richfield Pool
09 67 00	Fluid-Applied Flooring	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
09 96 00	High-Performance Coatings	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 - Specialties					
10 21 13.19	Plastic Toilet Compartments	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 26 00	Wall and Door Protection	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 28 00	Toilet, Bath, and Laundry Accessories	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 51 26	Plastic Lockers and Benches	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 - Special Construction					
13 11 13	Below Grade Swimming Pools	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 14	Swimming Pool Structures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 15	Swimming Pool Finishes	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 16	Swimming Pool Piping & Valves	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 17	Swimming Pool Equipment & Accessories	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 19	Fiberglass Waterslides	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 - RESERVED FOR FUTURE EXPANSION					
20 10 00	Mechanical General Provisions	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 20 00	Mechanical Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 50 00	Basic Materials and Methods	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 70 00	Electrical Motors and Wiring	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 80 00	Painting and Identification	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 - Plumbing					
22 07 00	Plumbing Insulation	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 10 00	Plumbing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 30 00	Plumbing Equipment	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 40 00	Plumbing Fixtures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Number	Description	Revision	Issued Date	Received Date	Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 01 30	HVAC Air-Distribution System Cleaning	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 05 93	HVAC Testing Adjusting and Balancing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 07 00	HVAC Insulation	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 11 00	Fuel Piping	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 23 00	Refrigeration Piping System	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 30 00	HVAC Air Distribution	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 34 23	HVAC Power Ventilators	0			Addendum 2 Specifications - Richfield Pool
23 37 13	Diffusers, Registers, and Grilles	0			Addendum 2 Specifications - Richfield Pool
23 81 00	Packaged Air Conditioners	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 - Electrical					
26 00 01	General Provisions	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 05	Selective Demolition for Electrical	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 19	Low-Voltage Electrical Power Conductors and Cables	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 26	Grounding and Bonding for Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 29	Hangers and Supports for Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 33	Raceways and Boxes	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 53	Identification For Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 83	Wiring Connections	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 09 23	Lighting Control Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 24 16	Panelboards	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 27 26	Wiring Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 28 13	Fuses	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 28 16	Disconnect Switches	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 29 13	Motor Starters	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 43 00	Surge Protection Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 51 00	Lighting	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
27 - Communications					
27 05 28	Low Voltage Raceway System - Communications	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
28 - Electronic Safety and Security					
28 05 28	Low Voltage Raceway System - Security	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 - Earthwork					
31 10 00	Site Clearing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 20 00	Earth Moving	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 25 00	Temporary Erosion and Sediment Control	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
32 - Exterior Improvements					
32 13 13	Concrete Paving	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

LOEFFLER
CONSTRUCTION & CONSULTING

Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Number	Description	Revision	Issued Date	Received Date	Set
32 31 13	Chain Link Fencing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
32 92 00	Turf and Grasses	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Section 00 24 00
SCOPES OF WORK

PART 1 – GENERAL

1.01 - Instructions

1. Subcontractors should review all scopes of work and notify the Construction Manager of any missing, overlapping or unclear expectations.
2. Scope forms will be included as an exhibit to subcontracts and shall not be modified.
3. Complete the bid form as directed and attach '0.0 - General Requirements for All Scope of Work' and attached the scope(s) of work that are included in your proposal.

1.02 – Related Sections

A. 00 41 00 - Bid Form

PART 2 – WORK SCOPES

0.0 - General Requirements for All Scope of Work

1. Trade Contractor has reviewed Divisions 00 and 01 and includes all necessary costs to comply with the requirements of these sections.
2. Trade Contractor has reviewed all plans and specifications.
3. Trade Contractor to assume standard daytime working hours unless noted otherwise.
4. Trade Contractor shall field verify existing conditions for deficiencies, unsatisfactory conditions, unacceptable dimensional tolerances, and notify the Contractor of such prior to installing work. Repairs or corrections required due to unsatisfactory substrate, after acceptance shall be performed at the sole expense of this Trade Contractor.
5. Trade Contractor to coordinate with other Trade Contractors for all construction purposes.
6. Trade Contractor has cross referenced all General, Civil, Architectural, Structural, Mechanical, Electrical, and Demolition Drawings, and include all required costs for a complete scope per the bid packages and specification sections being proposed upon. If a discrepancy exists on the plans, either notify Loeffler Construction & Consulting in writing prior to the bid date so that the issue can be resolved via an addendum, or include the more expensive option in the base bid.
7. Loeffler Construction & Consulting will provide each Trade Contractor with electronic files of the plans and specifications. It will be this Trade Contractor's responsibility to print hard copies of the plans and any subsequent change documents as needed if awarded the project.
8. At a minimum, Trade Contractor will comply with OSHA regulations and Loeffler Construction & Consulting's Safety Program during the course of the project (including leading edge retractable for all leading-edge work)

9. Trade Contractor must coordinate all work and deliveries with Loeffler Construction & Consulting's onsite Superintendent.
10. Trade Contractor shall store materials in a safe manner which will be secure, dry, and permit easy access for inspection and identification. Location shall be coordinated with the Contractor prior to delivery.
11. Trade Contractor agrees that storage space onsite is limited and not guaranteed, and if such storage is allowed, all items shall be relocated as necessary for the progress of the Work as determined by the Contractor. Such relocation shall be done by this Trade Contractor at no additional cost.
12. Trade Contractor is responsible for all offloading shall have on-site representation for receipt of all deliveries to include offloading. Any offloading performed by the Contractor shall be paid for by Trade Contractor.
13. Trade Contractor shall include all fees, permits, inspections, hoisting, lifting, scaffolding, and equipment required to complete this Scope of Work.
14. Loeffler makes no guarantee that temporary power will be operational at the start and duration of the Trade Contractors scope of work. Trade Contractors shall provide a means of power to perform their work, if temporary power is not available.
15. Trade Contractor shall take all necessary measures to protect existing construction and equipment from damage and shall repair damage caused by their employees and equipment.
16. Trade Contractor shall be responsible for the cost of re-work and re-inspection fees because of testing or inspection failure.
17. All Close-Out documents must be submitted to Loeffler Construction & Consulting within 10 days of the project Substantial Completion date. Final payment and retainage will be held until all Close-Out documents have been received. All Close-Out documents shall be issued in both hard copy and electronic format (PDF).
18. Each Trade Contractor will provide daily cleaning of their work areas. Debris shall be placed in dumpsters provided by Loeffler. This shall be coordinated with the Project Superintendent. If your company fails to meet this requirement, Loeffler will back charge accordingly.
19. Trade Contractor Project Manager and their Foreman shall participate in a mandatory pre-installation meeting prior to beginning any work.
20. Trade Contractor understand that Loeffler follows COVD-19 guidance as prepared by the CDC, OSHA and other public officials.
21. Include multiple mobilizations as necessary to complete your respective scope(s) of work.
22. Trade Contractors performing any structural penetrations shall include GPR scanning prior to starting.

13.1 - Swimming Pools

Specifications Included:

13 11 13	13 11 14	13 11 15
13 11 16	13 11 17	

Scope of Work:

1. Include keynotes D1-D8, D11, and D12 on page AQD100 and A-D, H, and I on AQ120. (Notes E, F, and G by Others)
2. Include items 200-207 on AQ130.
3. Includes items 100-111 as shown on AQ120.
4. Include Keynotes A, B, C, and G per sheet AQ130.
5. Include alternate price for removing and replacing the existing APU for a new APU per Keynote E on AQ130.
6. Include multiple mobilizations as required to complete this scope of work.
7. Include means and methods for temporary protection of finished products as required to complete the scope of work.
8. Apply, pay for, and procure all required permits for this scope of work.
9. Include unloading, handling and protection of all your own material and equipment.
10. Include all tools, material, hoisting and equipment as required to complete this scope of work.
11. All personnel erecting and dismantling scaffold and equipment must be tied off with the appropriate fall protection systems per OSHA and Loeffler Construction & Consulting requirements.
12. Include layout for all work.
13. Includes core drilling, cutting, sawcutting, hangers and supports for this scope of work. Includes GPR scanning for all penetrations.
14. Provide shop drawings and submittals in a timely manner per the specifications or as agreed to by the architect.
15. Include the clean up of any excess materials or debris produced by this scope of work.
16. Trade Contractor acknowledges that storage onsite is limited and agrees that materials will be stored offsite until they are ready to be installed as determined by the Loeffler Superintendent.
17. Include all as builts, inspections, start up reports, warranties, test/balance reports and Owner training per the permits, plans and specs.
18. Trade Contractor is responsible in providing all personnel and foreman on-site for unloading of all their deliveries.
19. Include coordination of pool fill with Owner and Construction Manager.
20. Include (100) hours for a Laborer to be utilized throughout the duration of the project at the direction and discretion of the Construction Manager Superintendent.

21. Include an additional $10,000 for temporary protection and miscellaneous materials not currently shown on plans. To be utilized throughout the duration of the project at the direction and discretion of the Loeffler Superintendent.

Unit Prices:

#:	Description:	Total Amount:	Circle Add / Deduct:
1	Include alternate price for removing and replacing the existing APU for a new APU per Keynote E on AQ130	$	ADD
		$	ADD / DEDUCT

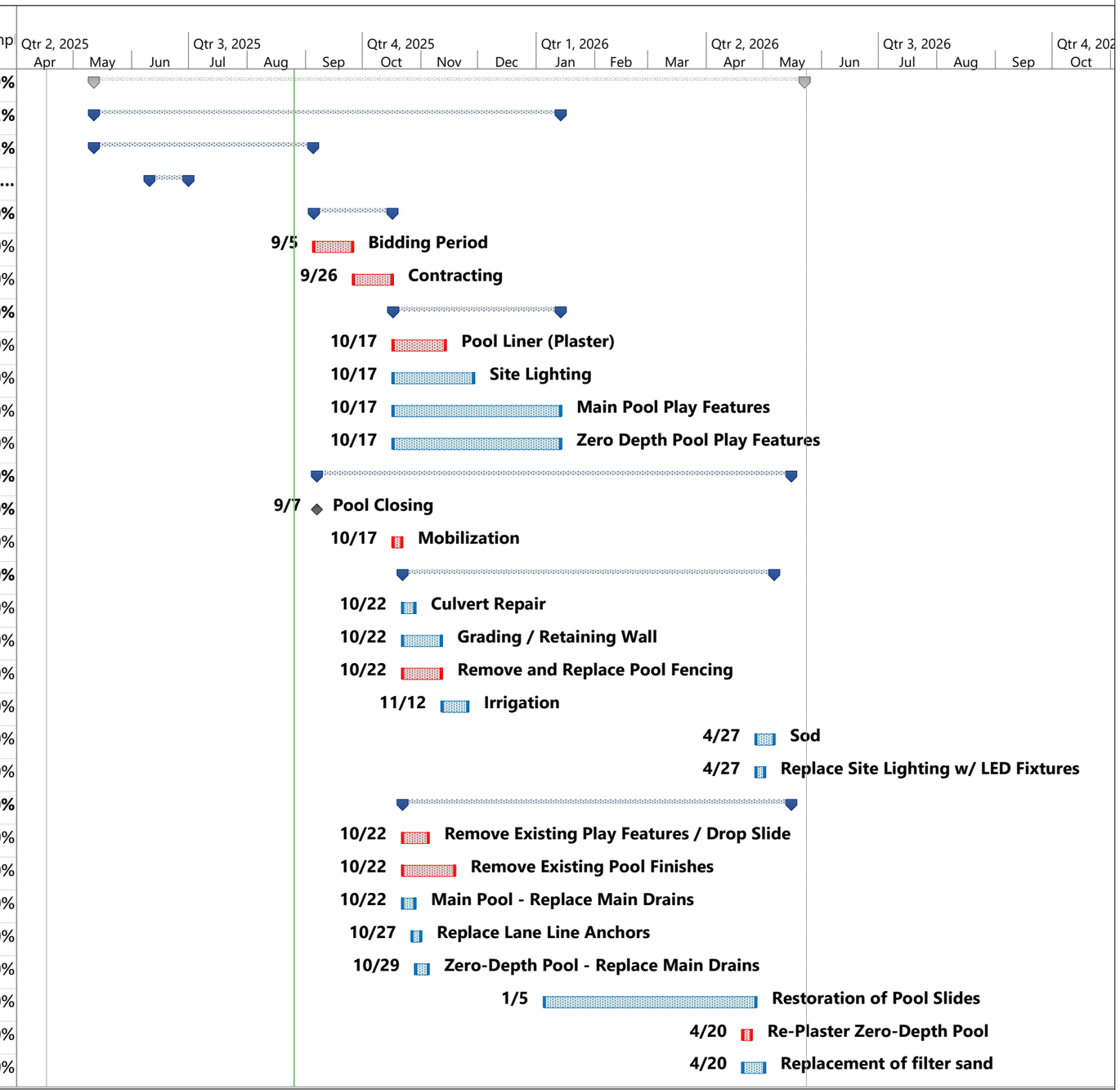
Richfield - Veteran' Park Improvments

Preliminary Schedule

Tue 8/26/25

LOEFFLER CONSTRUCTION & CONSULTING

ID	Task Name	Duration	Start	Finish	% Comp
0	**Richfield Veterans Park Improvements - Aquatics Area**	**264 day**	**Mon 5/12/25**	**Sat 5/23/26**	**9%**
51	**Pool Preconstruction**	**171 day**	**Mon 5/12/25**	**Tue 1/13/26**	**21%**
52	**Design Services**	**81 days**	**Mon 5/12/25**	**Thu 9/4/25**	**65%**
55	**Estimating**	**15 days**	**Tue 6/10/25**	**Mon 6/30/25**	**10...**
57	**Trade Contractor Bidding**	**30 days**	**Fri 9/5/25**	**Thu 10/16/25**	**0%**
58	Bidding Period	3 wks	Fri 9/5/25	Thu 9/25/25	0%
59	Contracting	3 wks	Fri 9/26/25	Thu 10/16/25	0%
60	**Procurement**	**60 days**	**Fri 10/17/25**	**Tue 1/13/26**	**0%**
61	Pool Liner (Plaster)	4 wks	Fri 10/17/25	Thu 11/13/25	0%
62	Site Lighting	6 wks	Fri 10/17/25	Fri 11/28/25	0%
63	Main Pool Play Features	12 wks	Fri 10/17/25	Tue 1/13/26	0%
64	Zero Depth Pool Play Features	12 wks	Fri 10/17/25	Tue 1/13/26	0%
1	**Construction - Pool (Schedule to be Confirmed)**	**177 day**	**Sun 9/7/25**	**Fri 5/15/26**	**0%**
25	**Pool Closing**	**0 days**	**Sun 9/7/25**	**Sun 9/7/25**	**0%**
2	Mobilization	3 days	Fri 10/17/25	Tue 10/21/25	0%
27	**Exterior Site Work**	**138 day**	**Wed 10/22/2**	**Wed 5/6/26**	**0%**
28	Culvert Repair	1 wk	Wed 10/22/2	Tue 10/28/25	0%
29	Grading / Retaining Wall	3 wks	Wed 10/22/2	Tue 11/11/25	0%
33	Remove and Replace Pool Fencing	3 wks	Wed 10/22/2	Tue 11/11/25	0%
31	Irrigation	2 wks	Wed 11/12/2	Tue 11/25/25	0%
30	Sod	8 days	Mon 4/27/26	Wed 5/6/26	0%
32	Replace Site Lighting w/ LED Fixtures	1 wk	Mon 4/27/26	Fri 5/1/26	0%
34	**Aquatics**	**145 day**	**Wed 10/22/2**	**Fri 5/15/26**	**0%**
35	Remove Existing Play Features / Drop Slide	2 wks	Wed 10/22/2	Tue 11/4/25	0%
36	Remove Existing Pool Finishes	20 days	Wed 10/22/2	Tue 11/18/25	0%
46	Main Pool - Replace Main Drains	1 wk	Wed 10/22/2	Tue 10/28/25	0%
44	Replace Lane Line Anchors	1 wk	Mon 10/27/2	Fri 10/31/25	0%
45	Zero-Depth Pool - Replace Main Drains	1 wk	Wed 10/29/2	Tue 11/4/25	0%
37	Restoration of Pool Slides	16 wks	Mon 1/5/26	Mon 4/27/26	0%
38	Re-Plaster Zero-Depth Pool	1 wk	Mon 4/20/26	Fri 4/24/26	0%
49	Replacement of filter sand	2 wks	Mon 4/20/26	Fri 5/1/26	0%



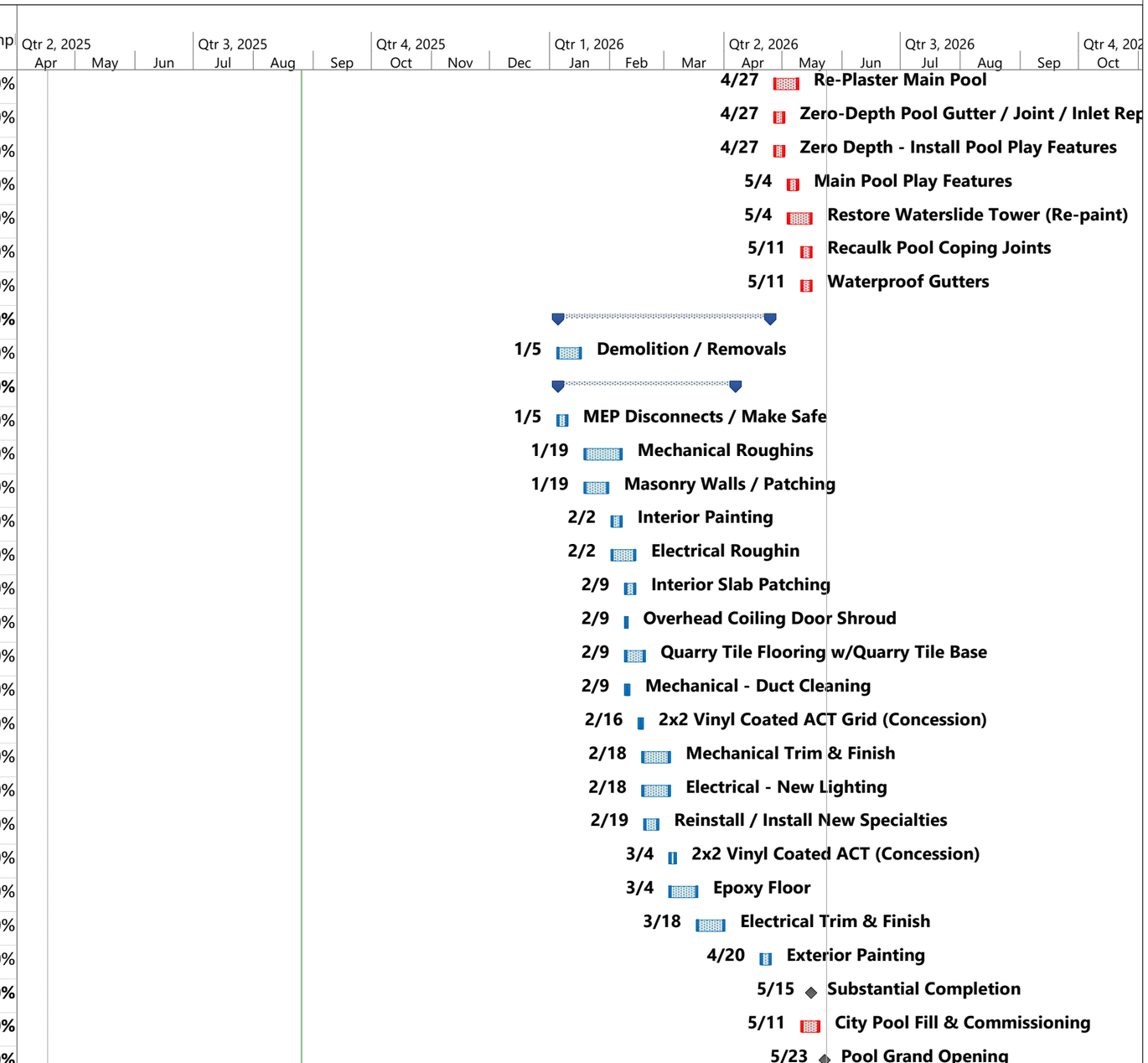
Richfield - Veteran' Park Improvments

Preliminary Schedule

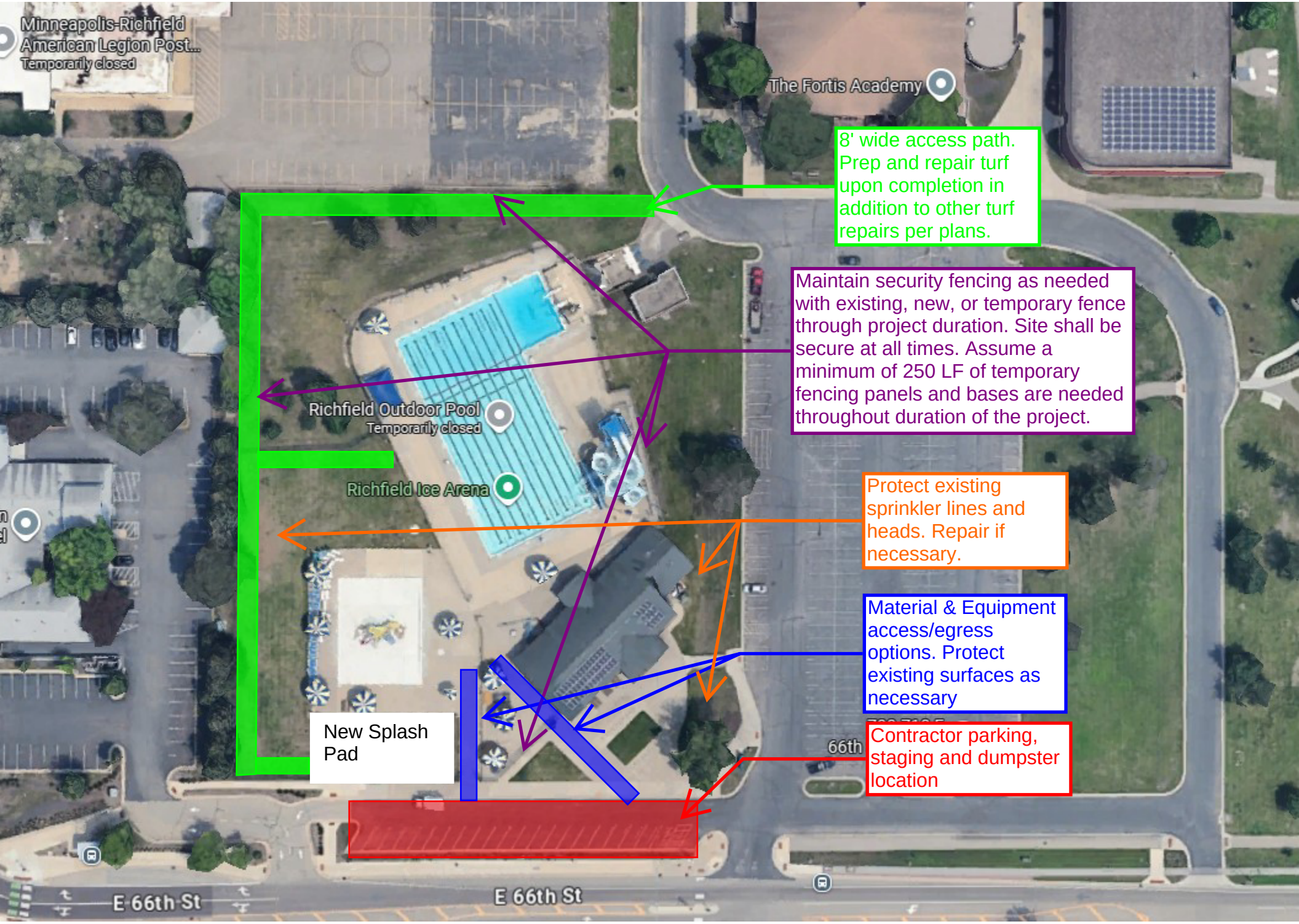
Tue 8/26/25

LOEFFLER CONSTRUCTION & CONSULTING

ID	Task Name	Duration	Start	Finish	% Comp
39	Re-Plaster Main Pool	2 wks	Mon 4/27/26	Fri 5/8/26	0%
42	Zero-Depth Pool Gutter / Joint / Inlet Repairs	1 wk	Mon 4/27/26	Fri 5/1/26	0%
43	Zero Depth - Install Pool Play Features	1 wk	Mon 4/27/26	Fri 5/1/26	0%
40	Main Pool Play Features	1 wk	Mon 5/4/26	Fri 5/8/26	0%
47	Restore Waterslide Tower (Re-paint)	2 wks	Mon 5/4/26	Fri 5/15/26	0%
41	Recaulk Pool Coping Joints	1 wk	Mon 5/11/26	Fri 5/15/26	0%
48	Waterproof Gutters	1 wk	Mon 5/11/26	Fri 5/15/26	0%
3	**Bath House Improvements**	**80 days**	**Mon 1/5/26**	**Fri 4/24/26**	**0%**
4	Demolition / Removals	2 wks	Mon 1/5/26	Fri 1/16/26	0%
5	**Temporary Heating**	**66 days**	**Mon 1/5/26**	**Mon 4/6/26**	**0%**
17	MEP Disconnects / Make Safe	1 wk	Mon 1/5/26	Fri 1/9/26	0%
18	Mechanical Roughins	3 wks	Mon 1/19/26	Fri 2/6/26	0%
24	Masonry Walls / Patching	2 wks	Mon 1/19/26	Fri 1/30/26	0%
15	Interior Painting	1 wk	Mon 2/2/26	Fri 2/6/26	0%
20	Electrical Roughin	2 wks	Mon 2/2/26	Fri 2/13/26	0%
8	Interior Slab Patching	1 wk	Mon 2/9/26	Fri 2/13/26	0%
10	Overhead Coiling Door Shroud	1 day	Mon 2/9/26	Mon 2/9/26	0%
11	Quarry Tile Flooring w/Quarry Tile Base	8 days	Mon 2/9/26	Wed 2/18/26	0%
21	Mechanical - Duct Cleaning	2 days	Mon 2/9/26	Tue 2/10/26	0%
12	2x2 Vinyl Coated ACT Grid (Concession)	2 days	Mon 2/16/26	Tue 2/17/26	0%
19	Mechanical Trim & Finish	2 wks	Wed 2/18/26	Tue 3/3/26	0%
22	Electrical - New Lighting	2 wks	Wed 2/18/26	Tue 3/3/26	0%
9	Reinstall / Install New Specialties	1 wk	Thu 2/19/26	Wed 2/25/26	0%
13	2x2 Vinyl Coated ACT (Concession)	3 days	Wed 3/4/26	Fri 3/6/26	0%
14	Epoxy Floor	2 wks	Wed 3/4/26	Tue 3/17/26	0%
23	Electrical Trim & Finish	2 wks	Wed 3/18/26	Tue 3/31/26	0%
16	Exterior Painting	1 wk	Mon 4/20/26	Fri 4/24/26	0%
26	**Substantial Completion**	**0 days**	**Fri 5/15/26**	**Fri 5/15/26**	**0%**
65	**City Pool Fill & Commissioning**	**7 days**	**Mon 5/11/26**	**Tue 5/19/26**	**0%**
50	**Pool Grand Opening**	**0 days**	**Sat 5/23/26**	**Sat 5/23/26**	**0%**



Site Logistics - Richfield Pool Renovation



DRAFT

AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the «29th » day of «October » in the year «Two Thousand Twenty-Five »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Richfield»« »
« 6700 Portland Ave
Richfield, MN 55423»

and the Contractor:
(Name, legal status, address, and other information)

«Davis Mechanical Systems
21225 Hamburg Ave. Suite 3
Lakeville, MN 55044
507-251-7552»

for the following Project:
(Name, location, and detailed description)

«Veterans Park Improvements - Aquatics»
«6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements. »

The Construction Manager:
(Name, legal status, address, and other information)

« Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
9202 202nd St. W., Suite 100
Lakeville, MN 55044
«Telephone Number: 952.955.9119»

The Architect:
(Name, legal status, address, and other information)

«JLG Architects
710 S 2nd St 8th Floor
Minneapolis, MN 55401
Phone: (612) 746-4260

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS
EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« X »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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User Notes: (1949259842)

§ 3.3 Substantial Completion of the Project or Portions Thereof
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

«Substantial Completion: 5/15/2026
Final Completion: 5/23/2026»

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
TBD	

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete
§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« X »] By the following date: «5/15/2026»

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
Make temp heating operational	1/5/26
MEP disconnects/make safe	1/9/26
Mechanical rough ins	2/6/26
Mechanical duct cleaning	2/10/26
Mechanical trim & finish	3/31/26

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[«X »] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum
§ 4.2.1 The Contract Sum shall be «Two hundred seventy five thousand dollars even, $275,000.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates
§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

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Item	Price
n/a	

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
n/a		

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
(20) hour labor allowance @ $129.00/hr	$2,580.00
Temp protection and misc. materials	$10,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Pipe fitter	Per Hour	$129.00 regular
Plumber	Per Hour	$125.00 regular
Sheetmetal	Per Hour	$120.00 regular

§ 4.3 INTENTIONALLY OMITTED

§ 4.4 INTENTIONALLY OMITTED

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

«See Section 8.8.2 »

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« N/A »

ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

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§ 5.1.3 When an Application for Payment is received by the Construction Manager, payment of the amount certified shall be made by the Owner not later than «thirty-five » («35 ») days after the Construction Manager receives and certifies the Application for Payment. Unless expressly otherwise agreed in this Contract, payments and payment disputes shall be governed by the Prompt Payment of Local Government Bills, Minn. Stat. Sec. 471.425 ("Prompt Payment Act").
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3.1 Prompt Payment to Subcontractors Required by MN Law. The Contractor shall pay each Subcontractor no later than ten days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. Per 471.425 Minnesota Statutes, the prime contractor must pay any subcontractor within ten days of the prime contractor's receipt of payment from the Public Body/Owner for undisputed services provided by the subcontractor. The prime contractor must pay the subcontractor interest of 1 ½ percent per month on any disputed amounts not paid on time. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum
§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

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.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 INTENTIONALLY OMITTED

§ 5.1.6 INTENTIONALLY OMITTED
§ 5.1.7 Retainage
§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

«No reduction in retainage until substantial completion »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« As set forth in A232-2019 General Conditions Section 9.8.6 »

§ 5.2 Final Payment
§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum
§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« 4 » % « per annum »

« »

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[«X »] Litigation in a court of competent jurisdiction, in the county where the project is located.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

«N/A. »

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 INTENTIONALLY OMITTED

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

«Karl Huemiller
Recreation Services Director
7000 Nicollet Ave.
Richfield, MN 55423

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(P) 612-861-9387
khuemiller@richfieldmn.gov»

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« Jeremy Roethler
Davis Mechanical Systems
21225 Hamburg Ave. Suite 3
Lakeville, MN 55044
507-251-7552
jroethler@davismechmn.com»

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

§ 8.8.1 MN PREVAILING WAGE
§ 8.8.1.1 Wage Determination This is a prevailing wage project. All contractor and subcontractors shall pay at least the minimum prevailing wage as published by the State of Minnesota and conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

§ 8.8.1.2 Pursuant to Minnesota Statutes 177.43, "No laborer or mechanic employed directly upon the project worksite by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work on the project, shall be permitted or required to work more hours than the prevailing hours of labor unless such laborer or mechanic is paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times his hourly basic rate of pay; nor shall he be paid a lesser rate of wages than the

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prevailing wage rate in the same or most similar trade or occupation area." Nothing in this contract shall be construed as prohibiting the contractor or subcontractor from paying the negotiated wage rate.

§ 8.8.1.3 Any project with an estimated total cost of more than $25,000 must comply with Minnesota Statute 177.41-44, which is commonly known as The Little Davis Bacon Act. To facilitate compliance pursuant to the Statute, wage determinations were prepared for different trades for each county from which labor for said project would be secured. It is the stated public policy of M.S. 177.41 as follows: "It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available, and that persons working on public works be compensated according to the real value of the services they perform. It is therefore declared to be the public policy of this State that wages of laborers, workmen, and mechanics engaged in State project would be comparable to wages paid for similar work in the community as a whole." Any wage determinations which are found not to be so promulgated do not relieve the contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certification by the Minnesota Department of Labor and Industry. Therefore, no inferences may be drawn from the omission of a classification which has local usage. Further, the Owner will not be liable for increased labor cost, errors in the rates of classifications, or changes to same prior to the awarding of contracts.

§ 8.8.1.4 Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates may be obtained from the Minnesota Department of Labor and Industry. Said wage rates must be posted in at least one conspicuous place for the employees working on the project. Failure to do so, by any Contractor, subcontractor, or agent, who, after executing a contract in compliance with this section, pays to any laborer, workman, or mechanic employed directly on the project, a lesser wage for work done on the project than the prevailing wage rate, shall be fined $3700 or imprisoned for not more than 90 days or both. Each day any violation of this section continues shall be a separate offense. Prevailing wage rates for this project are attached at the end of this section.

§ 8.8.1.5 Specification Section marked "PREVAILING WAGES" contains the Minnesota Department of Labor and Industry prevailing wages for this project.

§ 8.8.1.6 Any violation of Minnesota Statue 177.42-44 shall be reported to the Minnesota Department of Labor and Industry.

§ 8.8.1.7 The Contractor shall also furnish with each Application for Payment Certified Payroll Statements, setting forth the wages and benefits paid each employee during the time period covered by the Application for Payment, specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs.

§ 8.8.2 LIQUIDATED DAMAGES

§ 8.8.2.1 Contractor acknowledges that delays in completion of the Project beyond substantial completion, subject to adjustments as provided in the Contract Documents (the "Substantial Completion Date") would result in the loss of certain benefits to Owner and its constituents, which would be difficult or impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Accordingly, the parties hereby agree that if Contractor fails to achieve Substantial Completion of the Project by the scheduled Substantial Completion Date, then for delays the Owner shall be entitled to recover from Contractor the following:

.1 For each calendar day that Substantial Completion of the Project is delayed beyond the Scheduled Substantial Completion Date: $500.00 per day for contracts valued at or under $500,000.00 or will be $1,000.00 per day for contracts that exceed $500,000.01 in total value.

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§ 8.8.2.2 For purpose of this Section, Substantial Completion shall have occurred when the Architect certifies that the project is Substantially Complete in accordance with the General Conditions of Contract. If all work is not finally completed by TBD, Owner shall be entitled to actual damages for damages occurring after that date, and liquidated damages for damages prior to that date.

§ 8.8.2.3 Contractor shall pay any liquidated damages to Owner within fifteen (15) days of Owner's invoice. Owner has the right to submit invoices for liquidated damages on a weekly basis. Payment of liquidated damages shall not relieve the Contractor of its other obligations under the parties' Agreement. Owner, at its option, may deduct the amounts of any liquidated damages from amounts otherwise due to Contractor.

§ 8.8.2.4 The parties agree that the amount of liquidated damages fixed in this Section is a reasonable forecast of just compensation for harm to the Owner resulting from the Contractor's failure to meet the Project schedule, and is not a penalty. The parties further agree that in the event the amount of liquidated damages set forth in this Section is held to be unenforceable or challenged by the Contractor as unenforceable for any reason, the Owner shall be entitled to recover its actual, direct, and consequential damages, if any, resulting from Contractor's delay in achieving Substantial Completion of the Work by the scheduled Substantial Completion Date.

§ 8.8.3 Certificate of Substantial Completion When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time which the Contractor shall complete all items on the list accompanying the Certificate to sixty (60) calendar days. The Contractor will submit a punch list completion schedule within ten (10) days of receipt of Certificate of Substantial Completion. Any cost incurred by the Architect or Architect's consultants (after 60 calendar days of substantial completion) to close out the project will be deducted from the Contractor's contract by change order. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Warranties on punch list items will commence on the date of final payment.

§ 8.8.4 The Contractor, prior to contract award, shall submit electronically to the architect a notarized copy of MN Responsible Contractor Compliance Affidavit from each subcontractor. If a subcontractor is substituted during the project, a new MN Responsible Contractor Compliance Affidavit will be required. »

§ 8.8.5 INTENTIONALLY OMITTED

§ 8.8.6 INTENTIONALLY OMITTED

§ 8.8.7 NON-MINNESOTA CONTRACTOR. Non-Minnesota Contractors for contracts that exceed or can reasonably be expected to exceed $100,000 shall comply with the following Minnesota Department of Revenue Requirements (MN Law, MS 290.9705):

§ 8.8.7.1 File form SDE (Exemption from Surety Deposits for Non-Minnesota Contractors) with the Minnesota Revenue, Mail Station 6501, St. Paul, Minnesota 55146-6501. An exemption will be granted if:

- **.1** The Contractor provides a cash surety or bond (8% of total contract), secured by an Insurance Company licensed in Minnesota, which guarantees compliance with all provisions of Minnesota withholding, sales and corporate income tax laws, or:
- **.2** The Contractor provides evidence of full compliance with such laws on previous construction work in Minnesota during the last three years.

§ 8.8.7.2 Submit a copy of form SDE, certified by the Department of Revenue, with the Contractor's initial Application for Payment.

§ 8.8.7.3 If an exemption is not granted, 8 percent of each Application for Payment will be withheld as surety and deposited with the Department of Revenue, to be refunded with interest after the Contractor's State tax obligations are fulfilled.

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§ 8.8.8 FIREARMS PROHIBITED

§ 8.8.8.1 No provider of services pursuant to this contract, including but not limited to employees, agents, suppliers or subcontractor's of the Contractor shall carry or possess a firearm on the Owner's premises or while acting on behalf of the Owner pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the Owner under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« N/A »

.5 Drawings

Number	Title	Date
See Exhibit B	Drawing Log	9/26/2025

.6 Specifications

Section	Title	Date	Pages
See Exhibit C	Specifications Log	9/26/2025	4

.7 Addenda, if any:

Number	Date	Pages
1	9/15/25	16
2	9/19/25	33
3	9/26/25	71

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[« »] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

« »

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[« »] The Sustainability Plan:

Title	Date	Pages

[«X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit D	*Bid Scope	9/26/25	4
Exhibit E	Schedule	9/26/25	2
Exhibit F	Logistics	9/26/25	1

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
«By: Mary B. Supple, Mayor»	«»
(Printed name and title)	*(Printed name and title)*

OWNER *(Signature)*
«By: Katie Rodriguez, City Manager»
(Printed name and title)

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AIA® Document A132™ – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the «29th » day of « October » in the year «Two Thousand Twenty-Five »
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

«Veterans Park Improvements - Aquatics»
«6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements. »

THE OWNER:
(Name, legal status, and address)

«City of Richfield»« »
« 6700 Portland Ave
Richfield, MN 55423»

THE CONTRACTOR:
(Name, legal status, and address)

«Per AIA A132-2019»

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars » ($ «1,000,000 ») each occurrence, «Two Million » ($ «2,000,000 ») general aggregate, and « Two Million » ($ «$2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

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.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « One Million » ($ « $1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «One Million Dollars » ($ « 1,000,000 ») each accident, « One Million Dollars » ($ «1,000,000 ») each employee, and « One Million Dollars » ($ « 1,000,000 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars » ($ « 1,000,000 ») per claim and « Two Million Dollars » ($ «2,000,000 ») in the aggregate.

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§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «One Million Dollars » ($ « 1,000,000 ») per claim and « Two Millions Dollars » ($ «2,000,000 ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «Two Million » ($ « 2,000,000 ») per claim and «Four Million Dollars » ($ « 4,000,000 ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than «One Million » ($ « 1,000,000 ») per claim and « One Million » ($ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « One Million » ($ « 1,000,000 ») per claim and « One Million » ($ «1,000,000 ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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[« »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	« 100% of Total Contract Amount»
Performance Bond	« 100% of Total Contract Amount»

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

1. « « « Contractor's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this contract.
2. Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
3. Contractor is responsible for payment of Contract related insurance premiums and deductibles.
4. If Contractor is self-insured, a Certificate of Self-Insurance must be attached.
5. Contractor's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance.
6. Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.
7. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by the Contract.
8. The City reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor.
9. All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.
10. The Contractor is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.
11. The City reserves the right to modify the insurance requirements for a particular project.

»

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AIA® Document A232™ – 2019

General Conditions of the Contract for Construction,
Construction Manager as Adviser Edition

for the following PROJECT:
(Name, and location or address)

Veterans Park Improvements - Aquatics
6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements.

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
«9202 202nd St. W., Suite 100
Lakeville, MN 55044»

THE OWNER:
(Name, legal status, and address)
City of Richfield
6700 Portland Ave
Richfield, MN 55423

THE ARCHITECT:
(Name, legal status, and address)

JLG Architects
710 S 2nd St 8th Floor
Minneapolis, MN 55401
Phone: (612) 746-4260»

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 Subject to the Agreement between Owner and Architect, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or similar written agreement, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall identify a representative authorized to act on the Owner's behalf only with respect to specific matters delegated to the representative in writing by the Owner's governing body. Except as expressly delegated by the Owner's governing body, the Owner's representative has no authority to agree to any adjustments in the Contract Sum or Contract Time. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

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§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for utility locations provided by private utilities, which Owner does not warrant for accuracy, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall be responsible for verifying the accuracy of all utility locations supplied by private utilities.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 By executing the Contract, the Contractor represents that the Contractor has reviewed and understands the Contract Documents, has visited the Site and is familiar with local conditions under which the Work is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has notified the Architect of and obtained clarification of any discrepancies which have become apparent during the bidding or proposal period.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 The Contractor must make frequent inspections during the progress of the Work to confirm that Work previously performed by the Contractor is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and Referenced Standards and that portion of Work previously performed by the Contractor or by others are in proper condition to receive subsequent Work.

§ 3.2.5 The Contractor must promptly notify the Owner and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and physical data and Site conditions observed.

§ 3.2.6 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which

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could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

§ 3.2.7 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees, Subcontractors, and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be

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considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, nor are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.

§ 3.5.4 The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental

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authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Superintendent must provide his or her email address and cell phone number to Owner, Construction Manager, and Architect and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit in its native and electronic format, for the Owner's and Architect's acceptance, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

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§ 3.10.2 The Contractor, within ten days of execution of the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including the current Construction Schedule, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. The Contractor must provide the Owner, Construction Manager, and Architect with copies of all submittals made to regulatory agencies.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so,

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and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

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§ 3.13.3 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor must keep the Site and adjacent areas free from accumulation of waste materials or rubbish caused by operations under the Contract, and must keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If the Contractor fails to do so in a manner reasonably satisfactory to the Owner or the Architect within forty-eight (48) hours after notice or as otherwise required by the Contract Documents, the Owner may clean the Site and back charge the Contractor for all costs associated with the cleaning. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall

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not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance

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of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the

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Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 After award of the Contract, if the Contractor seeks to substitute a Subcontractor, the Contractor shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the substitute(s) proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed substitute(s) or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a substitute Subcontractor to whom the Owner, Construction Manager or Architect has made reasonable and timely objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity,

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the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders and Change Proposals

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The Contractor must submit Change Proposals covering a contemplated Change Order within ten (10) days after request of the Owner, or the Architect or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making Change Proposals. Change Proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and Site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-subcontractor. The Subcontractor's or Sub-subcontractor's overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change Proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the Change Proposal in accordance with this Section 7.2.2 without accepting the Change Proposal in its entirety.

§ 7.2.3 If the Owner determines that a Change Proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

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.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager and Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 The Contractor must conform to the most recently accepted Progress Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Progress Schedule.

§ 8.2.5 The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the accepted Progress Schedule and any accepted revisions thereto. The Contractor must keep current records of and mark on a copy of the accepted Progress Schedule the actual commencement date, progress and completion date of each scheduled activity indicated on the Progress Schedule.

§ 8.2.6 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.7 If the Contractor's progress is not maintained in accordance with the accepted Progress Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently accepted Progress Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

§ 8.2.8 The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Project Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

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§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. As required by Minnesota Statutes, Section 471.425, subd. 4a, the Contractor must pay all Subcontractors, less any retainage, within ten (10) calendar days of the Contractor's receipt of payment from the Owner for undisputed services provided by the Subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the Subcontractor(s) on any undisputed amount not paid on time to the Subcontractor(s).

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§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor must submit to the Architect itemized Applications for Payment for Work completed on a monthly basis in accordance with a schedule approved by the Owner. Each Application for Payment must be consistent with the approved Schedule of Values. In order to expedite the review and approval of Applications for Payment, the Contractor may submit to and review with the Architect and Owner a draft Application for Payment at a progress meeting prior to submitting a formal Application for Payment.

§ 9.3.5 The form of Application for Payment must be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet (latest edition), or such other form as may be prescribed by the Owner. The Application must be notarized and supported by sufficient data to demonstrate the Contractor's right to payment and compliance with the payment provisions of the Contract to the satisfaction of the Owner and Architect, such as copies of requisitions from Subcontractors and material suppliers, partial lien waivers, releases and other documents. Each Application for Payment must reflect approved Contract Modifications and the Contract retainage provided for in the Contract Documents.

§ 9.3.6 Applications for Payment may include materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. The Owner has no obligation or responsibility to pay for materials stored off the Site. If specifically approved in writing in advance by the Owner, an Application for Payment may include materials and equipment stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site is conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to protect the Owner's interests. Payment for materials and equipment stored off the Site will, in addition, be conditioned upon the Contractor's provision of applicable insurance, storage and transportation to the Site.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is

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due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor or other Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees

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and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Retainage after Substantial Completion, Minn. Stat. § 15.72, subd. 2—Subject to the following, all retainage will be released to Construction Manager no later than sixty (60) days after Substantial Completion. "Substantial Completion" shall be determined by the Architect consistent with the definition in Minnesota Statutes, Section 541.051, subd. 1(a). After Substantial Completion, Owner may withhold: (1) two hundred and fifty percent (250%) of the estimated cost to correct or complete Work known at the time of Substantial Completion; and (2) one percent (1%) of the value of the contract or $500.00, whichever is greater, pending completion and submission of all final paperwork by Construction Manager. If Owner withholds payment under this paragraph, it will provide a written statement to Construction Manager detailing the amount and basis of the withholding. Owner will pay any

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amounts withheld under clause (1) within sixty (60) days after completion or correction of the Work, as determined by Architect. Owner will pay any amounts withheld under clause (2) after submission of all final paperwork, as determined by Owner.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. Notwithstanding the foregoing, the Owner may at its option retain the lesser of a minimum of three times the value of the incomplete or uncorrected parts of the Work, or the maximum amount allowed by law, as estimated by the Construction Manager, provided the remaining work is minor and cannot be completed or corrected due to weather, unsuitable conditions for testing or other circumstances beyond the Contractor's control, as agreed upon by the Architect and Construction Manager.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and the Architect and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

§ 9.10.7 Upon receipt of the Contractor's notice and request for final inspection, the Owner and the Architect will promptly make such inspection and, when the Owner and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Architect will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Architect will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner or the Architect until the Work is determined to be finally complete.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and

.4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of

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them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work on Owner's property if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the

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Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by Section 11.2 or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Notwithstanding the above, Owner does not waive its right to subrogate against (1) Contractor, any of its Subcontractors, Sub-Subcontractors, agents or employees for damages caused to non-Project related property, real or personal or both, at or adjacent to the site of the Project, caused by the negligent, intentional or other willful act or omission of the Contractor, any of its Subcontractors, Sub-Subcontractors, agents or employees; or against (2) the

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Architect, or Architect's consultant, if any, for damages caused to non-Project related property, real or personal or both, at or adjacent to the site of the Project, caused by the negligent, intentional or other willful act or omission of the Architect, or Architect's consultants, if any.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and

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inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice within a reasonable time after discovery of the condition, and such notice shall be within one year after substantial completion, or, for Work performed pursuant to Sections 12.2.2.2 and 12.2.2.3, within the one year following such Work or Corrective Work. If Owner fails to give notice to Contractor within these one-year periods, Owner waives its right to Corrective Work, but retains all other rights it may have under law for defective Work. During the period for correction of Work, the Owner shall give the Contractor a reasonable opportunity to make the correction. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. With respect to any Corrective Work performed during the Correction Period, the Correction Period for that Corrective Work shall be extended for one year from the date the Corrective Work was completed.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

All payments to the Contractor shall be governed by the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.125 ("Prompt Payment Act"), except that any of four (4) percent per annum.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

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.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, and reasonable and substantiated costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 No Right to Stop Work for Non-Payment. The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent:

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. Nothing in this paragraph 15.1.1 is intended to apply to or in any way limit the Owner's right to make Claims related to or arising out of the Contract.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a

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Claim for actual costs is approved, the Owner shall pay the Contractor actual costs incurred, plus either (a) ten percent (10%) for overhead and profit for work performed by the Contractor, or (b) five percent (5%) overhead and profit for work performed by a Subcontractor, as applicable.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a

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response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to notify the surety and request the surety's assistance in resolving the controversy.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation. Mediation is not a condition precedent to commencing litigation but if litigation is commenced before mediation is held, the Parties agree to mediate before any dispositive motions or trial.

§ 15.3.2 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation and ratified by the Owner's Council shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 16 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 16.1 Record Keeping—Availability and Retention. Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Contractor agrees that the books, records, documents and accounting procedures and practices of Contractor, that are relevant to the Contract or transaction, are subject to examination by the Owner and the state auditor for a minimum of six (6) years. Contractor shall maintain such records for a minimum of six (6) years after final payment.

§ 16.2 Data Practices. Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing this project is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the Owner.

§ 16.3 Non-Discrimination. Pursuant to Minnesota Statutes, Section 181.59, the Contractor will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Contractor agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this contract.

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LOEFFLER
CONSTRUCTION & CONSULTING

Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Exhibit B

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A101	BATHHOUSE DEMOLITION PLAN	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A201	BATHHOUSE FLOOR PLAN	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A210	BATHHOUSE ROOF PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
A211	ENLARGED PLANS AND ELEVATIONS	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A510	CROSSOVER BRIDGE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
A601	FINISH PLAN & FINISH KEY	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
A701	BATHHOUSE RCP	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
AQ000	COVER SHEET	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ100	SITE PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ120	LAP POOL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ130	KIDDIE POOL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ201	DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQD100	SITE PLAN - DEMOLITION	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Civil					
C101	EXISTING CONDITIONS PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
C102	SITE DEMOLITION PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
C201	SITE PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
C301	GRADING & EROSION CONTROL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
C801	CIVIL DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Electrical					
E000	ELECTRICAL SYMBOLS AND SITE	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
E100	BATHHOUSE LIGHTING PLAN	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E200	BATHHOUSE POWER & SYSTEMS PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
ED100	BATHHOUSE DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
General					
G101	TITLE SHEET	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G120	MOUNTING HEIGHTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G121	MOUNTING HEIGHTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G130	CODE REVIEW	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
General					
Cover	RICHFIELD POOL IMPROVEMENTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Landscape					
L101	LANDSCAPE NOTES	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
L201	LANDSCAPE PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
L501	LANDSCAPE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
L502	LANDSCAPE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Mechanical					
M101	HVAC PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
MD101	HVAC DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Plumbing					
P200	UNDER FLOOR PLUMBING PLAN - MECHANICAL BLDG	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P201	ABOVE FLOOR PLUMBING PLAN - MECHANICAL BLDG	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P301	WASTE AND VENT RISER DIAGRAMS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P302	WATER RISER DIAGRAMS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PD101	PLUMBING DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM01	MECH TITLE SHEET, SYMBOLS & ABBREV.	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM02	MECHANICAL AND PLUMBING SCHEDULES	0	09/05/2025	09/10/2025	Richfield Pool Improvements

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					Drawings (09/05/25)
PM03	MECHANICAL AND PLUMBING DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM102	MECHANICAL ATTIC PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Structural					
S000	GENERAL STRUCTURAL NOTES & SCHEDULES	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
S100	OVERALL PLAN	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
S200	STRUCTURAL DETAILS	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)

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Exhibit C

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Title	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 01 05	Certifications Page	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 01 10	Table of Contents	1			Addendum 2 Specifications - Richfield Pool
00 11 13	Advertisement for Bids	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 21 00	Instructions to Bidders	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 24 00	Scopes of Work	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 26 00	Procurement Substitution Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 31 00	Preliminary Schedule	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 41 00	Bid Form	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 45 00	Qualification Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 52 00	Example Subcontract	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 73 19	Health and Safety Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 - General Requirements					
01 10 00	Summary	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 23 00	Alternates	1			Addendum 2 Specifications - Richfield Pool
01 25 00	Substitution Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 30 00	Administrative Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 35 26	Subcontractor Site Specific Safety Plan Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 40 00	Quality Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 45 33	Code-Required Special Inspections and Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 55 00	Site Logistics & Staging	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 60 00	Product Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 61 16	Volatile Organic Compound (VOC) Content	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 70 00	Execution and Closeout Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 74 19	Construction Waste Management and Disposal	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 78 00	Closeout Submittals	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
02 - Existing Conditions					
02 41 00	Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
02 41 13	Selective Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
03 - Concrete					
03 20 00	Concrete Reinforcing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
03 30 00	Cast-In-Place Concrete	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Number	Description	Revision	Issued Date	Received Date	Set
04 - Masonry					
04 20 00	Unit Masonry	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
05 - Metals					
05 50 00	Metal Fabrications	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
05 51 33	Metal Crossover Bridges	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
07 - Thermal and Moisture Protection					
07 84 00	Firestopping	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
07 92 00	Joint Sealants	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
09 - Finishes					
09 51 00	Acoustical Ceilings	1			Addendum 2 Specifications - Richfield Pool
09 67 00	Fluid-Applied Flooring	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
09 96 00	High-Performance Coatings	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 - Specialties					
10 21 13.19	Plastic Toilet Compartments	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 26 00	Wall and Door Protection	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 28 00	Toilet, Bath, and Laundry Accessories	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 51 26	Plastic Lockers and Benches	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 - Special Construction					
13 11 13	Below Grade Swimming Pools	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 14	Swimming Pool Structures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 15	Swimming Pool Finishes	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 16	Swimming Pool Piping & Valves	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 17	Swimming Pool Equipment & Accessories	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 19	Fiberglass Waterslides	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 - RESERVED FOR FUTURE EXPANSION					
20 10 00	Mechanical General Provisions	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 20 00	Mechanical Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 50 00	Basic Materials and Methods	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 70 00	Electrical Motors and Wiring	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 80 00	Painting and Identification	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 - Plumbing					
22 07 00	Plumbing Insulation	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 10 00	Plumbing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 30 00	Plumbing Equipment	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 40 00	Plumbing Fixtures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Number	Description	Revision	Issued Date	Received Date	Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 01 30	HVAC Air-Distribution System Cleaning	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 05 93	HVAC Testing Adjusting and Balancing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 07 00	HVAC Insulation	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 11 00	Fuel Piping	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 23 00	Refrigeration Piping System	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 30 00	HVAC Air Distribution	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 34 23	HVAC Power Ventilators	0			Addendum 2 Specifications - Richfield Pool
23 37 13	Diffusers, Registers, and Grilles	0			Addendum 2 Specifications - Richfield Pool
23 81 00	Packaged Air Conditioners	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 - Electrical					
26 00 01	General Provisions	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 05	Selective Demolition for Electrical	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 19	Low-Voltage Electrical Power Conductors and Cables	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 26	Grounding and Bonding for Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 29	Hangers and Supports for Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 33	Raceways and Boxes	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 53	Identification For Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 83	Wiring Connections	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 09 23	Lighting Control Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 24 16	Panelboards	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 27 26	Wiring Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 28 13	Fuses	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 28 16	Disconnect Switches	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 29 13	Motor Starters	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 43 00	Surge Protection Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 51 00	Lighting	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
27 - Communications					
27 05 28	Low Voltage Raceway System - Communications	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
28 - Electronic Safety and Security					
28 05 28	Low Voltage Raceway System - Security	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 - Earthwork					
31 10 00	Site Clearing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 20 00	Earth Moving	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 25 00	Temporary Erosion and Sediment Control	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
32 - Exterior Improvements					
32 13 13	Concrete Paving	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

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CONSTRUCTION & CONSULTING

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Number	Description	Revision	Issued Date	Received Date	Set
32 31 13	Chain Link Fencing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
32 92 00	Turf and Grasses	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Section 00 24 00
SCOPES OF WORK

PART 1 – GENERAL

1.01 - Instructions

1. Subcontractors should review all scopes of work and notify the Construction Manager of any missing, overlapping or unclear expectations.
2. Scope forms will be included as an exhibit to subcontracts and shall not be modified.
3. Complete the bid form as directed and attach '0.0 - General Requirements for All Scope of Work' and attached the scope(s) of work that are included in your proposal.

1.02 – Related Sections

A. 00 41 00 - Bid Form

PART 2 – WORK SCOPES

0.0 - General Requirements for All Scope of Work

1. Trade Contractor has reviewed Divisions 00 and 01 and includes all necessary costs to comply with the requirements of these sections.
2. Trade Contractor has reviewed all plans and specifications.
3. Trade Contractor to assume standard daytime working hours unless noted otherwise.
4. Trade Contractor shall field verify existing conditions for deficiencies, unsatisfactory conditions, unacceptable dimensional tolerances, and notify the Contractor of such prior to installing work. Repairs or corrections required due to unsatisfactory substrate, after acceptance shall be performed at the sole expense of this Trade Contractor.
5. Trade Contractor to coordinate with other Trade Contractors for all construction purposes.
6. Trade Contractor has cross referenced all General, Civil, Architectural, Structural, Mechanical, Electrical, and Demolition Drawings, and include all required costs for a complete scope per the bid packages and specification sections being proposed upon. If a discrepancy exists on the plans, either notify Loeffler Construction & Consulting in writing prior to the bid date so that the issue can be resolved via an addendum, or include the more expensive option in the base bid.
7. Loeffler Construction & Consulting will provide each Trade Contractor with electronic files of the plans and specifications. It will be this Trade Contractor's responsibility to print hard copies of the plans and any subsequent change documents as needed if awarded the project.
8. At a minimum, Trade Contractor will comply with OSHA regulations and Loeffler Construction & Consulting's Safety Program during the course of the project (including leading edge retractable for all leading-edge work)

9. Trade Contractor must coordinate all work and deliveries with Loeffler Construction & Consulting's onsite Superintendent.
10. Trade Contractor shall store materials in a safe manner which will be secure, dry, and permit easy access for inspection and identification. Location shall be coordinated with the Contractor prior to delivery.
11. Trade Contractor agrees that storage space onsite is limited and not guaranteed, and if such storage is allowed, all items shall be relocated as necessary for the progress of the Work as determined by the Contractor. Such relocation shall be done by this Trade Contractor at no additional cost.
12. Trade Contractor is responsible for all offloading shall have on-site representation for receipt of all deliveries to include offloading. Any offloading performed by the Contractor shall be paid for by Trade Contractor.
13. Trade Contractor shall include all fees, permits, inspections, hoisting, lifting, scaffolding, and equipment required to complete this Scope of Work.
14. Loeffler makes no guarantee that temporary power will be operational at the start and duration of the Trade Contractors scope of work. Trade Contractors shall provide a means of power to perform their work, if temporary power is not available.
15. Trade Contractor shall take all necessary measures to protect existing construction and equipment from damage and shall repair damage caused by their employees and equipment.
16. Trade Contractor shall be responsible for the cost of re-work and re-inspection fees because of testing or inspection failure.
17. All Close-Out documents must be submitted to Loeffler Construction & Consulting within 10 days of the project Substantial Completion date. Final payment and retainage will be held until all Close-Out documents have been received. All Close-Out documents shall be issued in both hard copy and electronic format (PDF).
18. Each Trade Contractor will provide daily cleaning of their work areas. Debris shall be placed in dumpsters provided by Loeffler. This shall be coordinated with the Project Superintendent. If your company fails to meet this requirement, Loeffler will back charge accordingly.
19. Trade Contractor Project Manager and their Foreman shall participate in a mandatory pre-installation meeting prior to beginning any work.
20. Trade Contractor understand that Loeffler follows COVD-19 guidance as prepared by the CDC, OSHA and other public officials.
21. Include multiple mobilizations as necessary to complete your respective scope(s) of work.
22. Trade Contractors performing any structural penetrations shall include GPR scanning prior to starting.

22.0 - Mechanical – Combined

Specifications Included:

07 84 00	Division 20 Complete	Division 22 Complete
Division 23 Complete		

Scope of Work:

1. Include complete plumbing and HVAC systems per plans and specs including all equipment, fixtures and items listed on the Plumbing and HVAC schedules. Includes removal and disposal of all mechanical/plumbing equipment as called for in plans and specs.
2. Furnish and install all required mechanical louvers, diffusers, registers and grilles.
3. The building will be unoccupied and winterized during cold weather months.
4. Include temporary heat required for interior work during cold weather months. No existing heating system is present within the building. Include indirect fired heaters, hoses, fuel, and permits required for temporary heat.
5. Building water system must be winterized again by this contractor upon completion of work and removal of temporary heat.
6. Furnish and install all mechanical access panels.
7. Include removal and replacement of exhaust fans and registers/grilles as called for in plans and specifications.
8. Includes mop sink and required piping/connections. Includes underground trenching to complete plumbing for new mop sink.
9. Includes all disconnects and make-safes required for demolition.
10. Furnish and install all floor drains and trench drains per plans and specs.
11. Include all condensate lines and gas piping per plans and specs.
12. Includes cutting, coredrilling, sawcutting, patching and sealants as required to route new pipe through walls and roof penetrations per plans and specs.
13. Include all tools, material, hoisting and equipment as required to complete this scope of work.
14. Include supply and installation of new condensing units, air conditioners, and water heaters per plans and specs. Includes all brackets, gas piping, valves, unions, dirt legs, regulators and refrigerant piping. Includes controls for all new equipment.
15. Include all finish caulking for fixtures and finishes as needed.
16. Includes excavation, removals, proper pipe bedding, backfill and compaction for all plumbing pipe. Includes means and methods to safely excavate and backfill for all pipe.
17. Include layout for all work.
18. Includes core drilling, cutting, sawcutting, hangers and supports for this scope of work. Includes GPR scanning for all penetrations.

19. Provide shop drawings and submittals in a timely manner per the specifications or as agreed to by the architect.
20. Include BAS system per plans and specs. Include connections and modifications to existing BAS infrastructure for new and removed equipment.
21. Includes all control wiring per plans and specs.
22. Include all testing, balancing, maintenance and documentation as required per the permits, plans and specs.
23. Trade Contractor shall provide OSHA approved fall protection systems as required for the duration of their work.
24. This Trade Contractor is to take the lead and provide coordination and identification of all mechanical and electrical items above the ceilings that may potentially conflict. Responsibilities include leading the coordination meetings, providing overlays and managing potential space conflicts with Loeffler and other Trade Contractors.
25. Apply, pay for, and procure all required permits for this scope of work.
26. Includes coordination of outages with Construction Manager, Owner and other Trade Contractors.
27. Includes coordination with Drywall and Concrete/Masonry contractor for locations of penetrations in floors and walls.
28. Include the clean up of any excess materials or debris produced by this scope of work.
29. Trade Contractor acknowledges that storage onsite is limited and agrees that materials will be stored offsite until they are ready to be installed as determined by the Loeffler Superintendent.
30. Trade Contractor is responsible in providing all personnel and foreman on-site for unloading of all their deliveries.
31. Include means and methods for temporary protection of finished products and existing interior/exterior building envelope as required to complete the scope of work.
32. Include all as builts, inspections, start up reports, warranties, test/balance reports and Owner training per the permits, plans and specs.
33. Provide lead time for Condensing Units (_____ weeks).
34. Include an additional (20) hours based on highest wage rate listed on the Bid Proposal Form. Hours to be used throughout the duration of the project at the direction and discretion of the Construction Manager Superintendent.
35. Include an additional $10,000 for temporary protection and misc materials not currently shown on plans. To be utilized throughout the duration of the project at the direction and discretion of the Loeffler Superintendent.

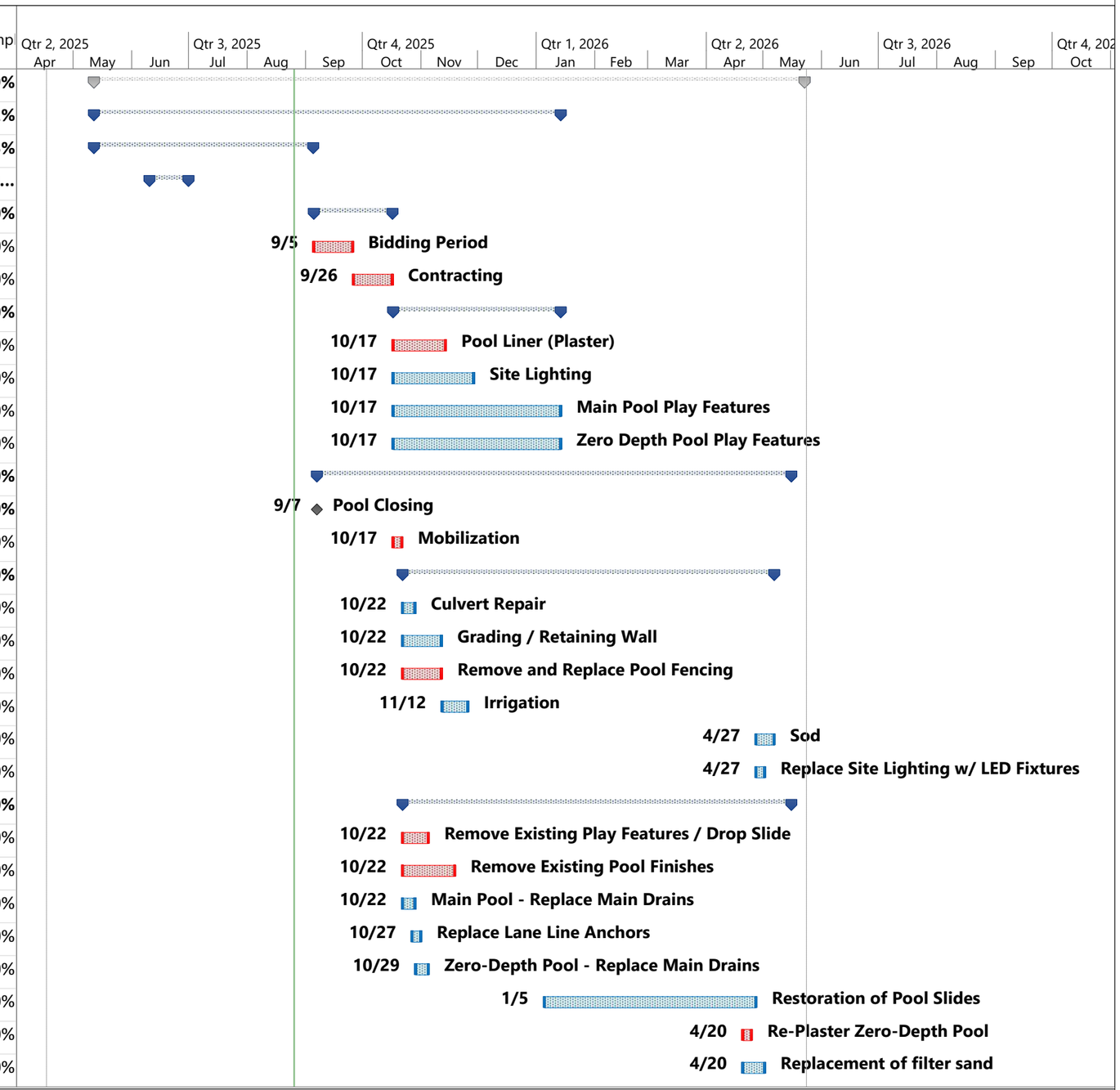
Richfield - Veteran' Park Improvments

Preliminary Schedule

Tue 8/26/25

LOEFFLER CONSTRUCTION & CONSULTING

ID	Task Name	Duration	Start	Finish	% Comp
0	**Richfield Veterans Park Improvements - Aquatics Area**	**264 day**	**Mon 5/12/25**	**Sat 5/23/26**	**9%**
51	**Pool Preconstruction**	**171 day**	**Mon 5/12/25**	**Tue 1/13/26**	**21%**
52	**Design Services**	**81 days**	**Mon 5/12/25**	**Thu 9/4/25**	**65%**
55	**Estimating**	**15 days**	**Tue 6/10/25**	**Mon 6/30/25**	**10...**
57	**Trade Contractor Bidding**	**30 days**	**Fri 9/5/25**	**Thu 10/16/25**	**0%**
58	Bidding Period	3 wks	Fri 9/5/25	Thu 9/25/25	0%
59	Contracting	3 wks	Fri 9/26/25	Thu 10/16/25	0%
60	**Procurement**	**60 days**	**Fri 10/17/25**	**Tue 1/13/26**	**0%**
61	Pool Liner (Plaster)	4 wks	Fri 10/17/25	Thu 11/13/25	0%
62	Site Lighting	6 wks	Fri 10/17/25	Fri 11/28/25	0%
63	Main Pool Play Features	12 wks	Fri 10/17/25	Tue 1/13/26	0%
64	Zero Depth Pool Play Features	12 wks	Fri 10/17/25	Tue 1/13/26	0%
1	**Construction - Pool (Schedule to be Confirmed)**	**177 day**	**Sun 9/7/25**	**Fri 5/15/26**	**0%**
25	**Pool Closing**	**0 days**	**Sun 9/7/25**	**Sun 9/7/25**	**0%**
2	Mobilization	3 days	Fri 10/17/25	Tue 10/21/25	0%
27	**Exterior Site Work**	**138 day**	**Wed 10/22/2**	**Wed 5/6/26**	**0%**
28	Culvert Repair	1 wk	Wed 10/22/2	Tue 10/28/25	0%
29	Grading / Retaining Wall	3 wks	Wed 10/22/2	Tue 11/11/25	0%
33	Remove and Replace Pool Fencing	3 wks	Wed 10/22/2	Tue 11/11/25	0%
31	Irrigation	2 wks	Wed 11/12/2	Tue 11/25/25	0%
30	Sod	8 days	Mon 4/27/26	Wed 5/6/26	0%
32	Replace Site Lighting w/ LED Fixtures	1 wk	Mon 4/27/26	Fri 5/1/26	0%
34	**Aquatics**	**145 day**	**Wed 10/22/2**	**Fri 5/15/26**	**0%**
35	Remove Existing Play Features / Drop Slide	2 wks	Wed 10/22/2	Tue 11/4/25	0%
36	Remove Existing Pool Finishes	20 days	Wed 10/22/2	Tue 11/18/25	0%
46	Main Pool - Replace Main Drains	1 wk	Wed 10/22/2	Tue 10/28/25	0%
44	Replace Lane Line Anchors	1 wk	Mon 10/27/2	Fri 10/31/25	0%
45	Zero-Depth Pool - Replace Main Drains	1 wk	Wed 10/29/2	Tue 11/4/25	0%
37	Restoration of Pool Slides	16 wks	Mon 1/5/26	Mon 4/27/26	0%
38	Re-Plaster Zero-Depth Pool	1 wk	Mon 4/20/26	Fri 4/24/26	0%
49	Replacement of filter sand	2 wks	Mon 4/20/26	Fri 5/1/26	0%



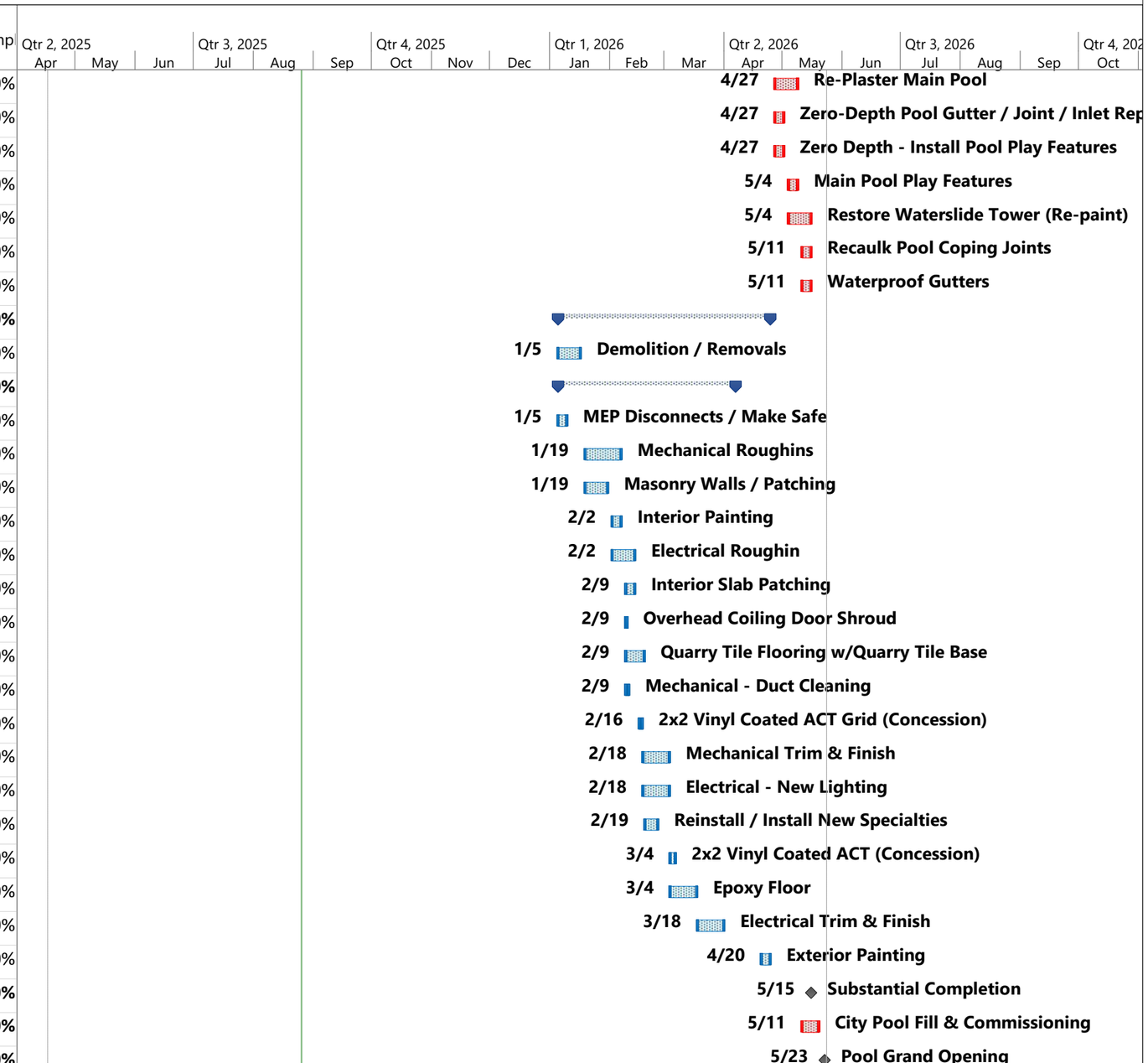
Richfield - Veteran' Park Improvments

Preliminary Schedule

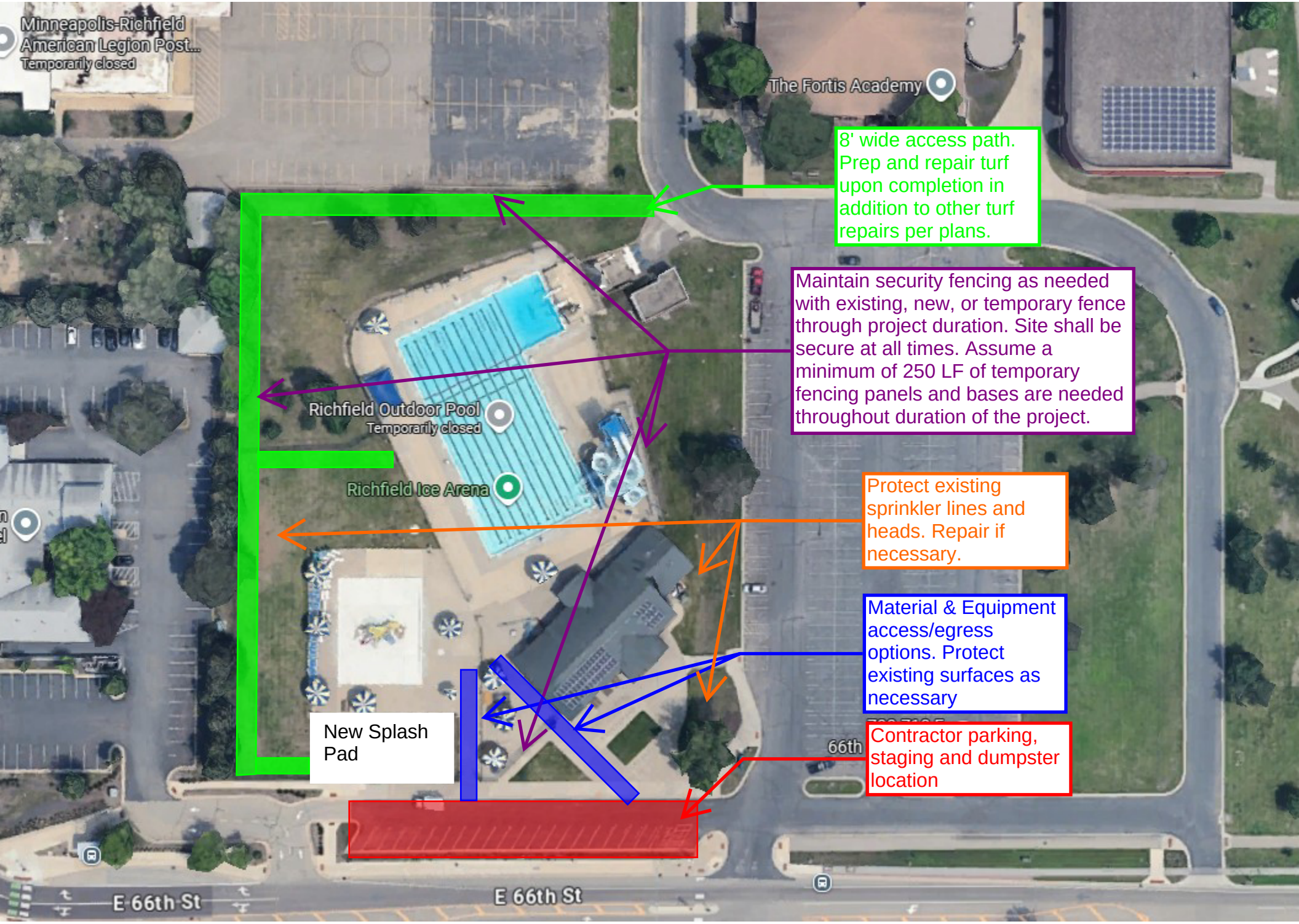
Tue 8/26/25

LOEFFLER CONSTRUCTION & CONSULTING

ID	Task Name	Duration	Start	Finish	% Comp
39	Re-Plaster Main Pool	2 wks	Mon 4/27/26	Fri 5/8/26	0%
42	Zero-Depth Pool Gutter / Joint / Inlet Repairs	1 wk	Mon 4/27/26	Fri 5/1/26	0%
43	Zero Depth - Install Pool Play Features	1 wk	Mon 4/27/26	Fri 5/1/26	0%
40	Main Pool Play Features	1 wk	Mon 5/4/26	Fri 5/8/26	0%
47	Restore Waterslide Tower (Re-paint)	2 wks	Mon 5/4/26	Fri 5/15/26	0%
41	Recaulk Pool Coping Joints	1 wk	Mon 5/11/26	Fri 5/15/26	0%
48	Waterproof Gutters	1 wk	Mon 5/11/26	Fri 5/15/26	0%
3	**Bath House Improvements**	**80 days**	**Mon 1/5/26**	**Fri 4/24/26**	**0%**
4	Demolition / Removals	2 wks	Mon 1/5/26	Fri 1/16/26	0%
5	**Temporary Heating**	**66 days**	**Mon 1/5/26**	**Mon 4/6/26**	**0%**
17	MEP Disconnects / Make Safe	1 wk	Mon 1/5/26	Fri 1/9/26	0%
18	Mechanical Roughins	3 wks	Mon 1/19/26	Fri 2/6/26	0%
24	Masonry Walls / Patching	2 wks	Mon 1/19/26	Fri 1/30/26	0%
15	Interior Painting	1 wk	Mon 2/2/26	Fri 2/6/26	0%
20	Electrical Roughin	2 wks	Mon 2/2/26	Fri 2/13/26	0%
8	Interior Slab Patching	1 wk	Mon 2/9/26	Fri 2/13/26	0%
10	Overhead Coiling Door Shroud	1 day	Mon 2/9/26	Mon 2/9/26	0%
11	Quarry Tile Flooring w/Quarry Tile Base	8 days	Mon 2/9/26	Wed 2/18/26	0%
21	Mechanical - Duct Cleaning	2 days	Mon 2/9/26	Tue 2/10/26	0%
12	2x2 Vinyl Coated ACT Grid (Concession)	2 days	Mon 2/16/26	Tue 2/17/26	0%
19	Mechanical Trim & Finish	2 wks	Wed 2/18/26	Tue 3/3/26	0%
22	Electrical - New Lighting	2 wks	Wed 2/18/26	Tue 3/3/26	0%
9	Reinstall / Install New Specialties	1 wk	Thu 2/19/26	Wed 2/25/26	0%
13	2x2 Vinyl Coated ACT (Concession)	3 days	Wed 3/4/26	Fri 3/6/26	0%
14	Epoxy Floor	2 wks	Wed 3/4/26	Tue 3/17/26	0%
23	Electrical Trim & Finish	2 wks	Wed 3/18/26	Tue 3/31/26	0%
16	Exterior Painting	1 wk	Mon 4/20/26	Fri 4/24/26	0%
26	**Substantial Completion**	**0 days**	**Fri 5/15/26**	**Fri 5/15/26**	**0%**
65	**City Pool Fill & Commissioning**	**7 days**	**Mon 5/11/26**	**Tue 5/19/26**	**0%**
50	**Pool Grand Opening**	**0 days**	**Sat 5/23/26**	**Sat 5/23/26**	**0%**



Site Logistics - Richfield Pool Renovation



DRAFT

AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the «29th » day of «October » in the year «Two Thousand Twenty-Five »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Richfield»« »
« 6700 Portland Ave
Richfield, MN 55423»

and the Contractor:
(Name, legal status, address, and other information)

«Fischer Bros. LLC
4750 W. Park Ave.
Chippewa Falls, WI 54729
715-214-8152»
for the following Project:
(Name, location, and detailed description)

«Veterans Park Improvements - Aquatics»
«6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements. »

The Construction Manager:
(Name, legal status, address, and other information)

« Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
9202 202nd St. W., Suite 100
Lakeville, MN 55044
«Telephone Number: 952.955.9119»

The Architect:
(Name, legal status, address, and other information)

«JLG Architects
710 S 2nd St 8th Floor
Minneapolis, MN 55401
Phone: (612) 746-4260

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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(1949259842)

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« X »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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§ 3.3 Substantial Completion of the Project or Portions Thereof
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

«Substantial Completion: 5/15/2026
Final Completion: 5/23/2026»

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
TBD	

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete
§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« X »] By the following date: «5/15/2026»

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
Main pool zip line	5/8/2026
Restore waterslide tower	5/15/2026
Restore pool slides	4/27/2026
Bride refurbishment	5/15/2026

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[«X »] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum
§ 4.2.1 The Contract Sum shall be «Three hundred four thousand four hundred fifty dollars even, $304,450.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates
§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Sandblast/paint existing bridge	$21,900.00

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Provide new zipline (Scope 13.3)	$28,650.00

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alt 1A Refurbish APU at Zero depth	$114,300.00	TBD
Alt 1B Replace APU at Zero depth	$364,790.00	TBD
Alt 1C Install new play feature	$63,200.00	TBD
Alt 2A Remove bridge over slides	$11,250.00	TBD
Alt 2B Replace bridge with new AL	$102,750.00	TBD
Alt 3 Install (2) new shade structures	$118,000.00	TBD
Replace bridge like for like	$71,140.00	TBD
Life floor installed on steps of tower	$19,080.00	TBD

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
n/a	

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Laborer	Per Hour	$68.13 regular
Blaster labor	Per Hour	$54.75 regular
Painter labor	Per Hour	$71.69 regular

§ 4.3 INTENTIONALLY OMITTED

§ 4.4 INTENTIONALLY OMITTED

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

«See Section 8.8.2 »

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« N/A »

ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 When an Application for Payment is received by the Construction Manager, payment of the amount certified shall be made by the Owner not later than «thirty-five » («35 ») days after the Construction Manager receives and certifies the Application for Payment. Unless expressly otherwise agreed in this Contract, payments and payment disputes shall be governed by the Prompt Payment of Local Government Bills, Minn. Stat. Sec. 471.425 ("Prompt Payment Act").
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3.1 Prompt Payment to Subcontractors Required by MN Law. The Contractor shall pay each Subcontractor no later than ten days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. Per 471.425 Minnesota Statutes, the prime contractor must pay any subcontractor within ten days of the prime contractor's receipt of payment from the Public Body/Owner for undisputed services provided by the subcontractor. The prime contractor must pay the subcontractor interest of 1 ½ percent per month on any disputed amounts not paid on time. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum
§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

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.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 INTENTIONALLY OMITTED

§ 5.1.6 INTENTIONALLY OMITTED

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

«No reduction in retainage until substantial completion »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« As set forth in A232-2019 General Conditions Section 9.8.6 »

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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(Insert rate of interest agreed upon, if any.)

« 4 » % « per annum »

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[**«X »**] Litigation in a court of competent jurisdiction, in the county where the project is located.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

«N/A. »

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 INTENTIONALLY OMITTED

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

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(Name, address, email address, and other information)
«Karl Huemiller
Recreation Services Director
7000 Nicollet Ave.
Richfield, MN 55423
(P) 612-861-9387
khuemiller@richfieldmn.gov»

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« Andrew Fischer
Fischer Bros. LLC
4750 W. Park Ave.
Chippewa Falls, WI 54729
715-214-8152
office@watersliderestoration.com»

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

§ 8.8.1 MN PREVAILING WAGE
§ 8.8.1.1 Wage Determination This is a prevailing wage project. All contractor and subcontractors shall pay at least the minimum prevailing wage as published by the State of Minnesota and conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

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§ 8.8.1.2 Pursuant to Minnesota Statutes 177.43, "No laborer or mechanic employed directly upon the project worksite by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work on the project, shall be permitted or required to work more hours than the prevailing hours of labor unless such laborer or mechanic is paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times his hourly basic rate of pay; nor shall he be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation area." Nothing in this contract shall be construed as prohibiting the contractor or subcontractor from paying the negotiated wage rate.

§ 8.8.1.3 Any project with an estimated total cost of more than $25,000 must comply with Minnesota Statute 177.41-44, which is commonly known as The Little Davis Bacon Act. To facilitate compliance pursuant to the Statute, wage determinations were prepared for different trades for each county from which labor for said project would be secured. It is the stated public policy of M.S. 177.41 as follows: "It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available, and that persons working on public works be compensated according to the real value of the services they perform. It is therefore declared to be the public policy of this State that wages of laborers, workmen, and mechanics engaged in State project would be comparable to wages paid for similar work in the community as a whole." Any wage determinations which are found not to be so promulgated do not relieve the contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certification by the Minnesota Department of Labor and Industry. Therefore, no inferences may be drawn from the omission of a classification which has local usage. Further, the Owner will not be liable for increased labor cost, errors in the rates of classifications, or changes to same prior to the awarding of contracts.

§ 8.8.1.4 Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates may be obtained from the Minnesota Department of Labor and Industry. Said wage rates must be posted in at least one conspicuous place for the employees working on the project. Failure to do so, by any Contractor, subcontractor, or agent, who, after executing a contract in compliance with this section, pays to any laborer, workman, or mechanic employed directly on the project, a lesser wage for work done on the project than the prevailing wage rate, shall be fined $3700 or imprisoned for not more than 90 days or both. Each day any violation of this section continues shall be a separate offense. Prevailing wage rates for this project are attached at the end of this section.

§ 8.8.1.5 Specification Section marked "PREVAILING WAGES" contains the Minnesota Department of Labor and Industry prevailing wages for this project.

§ 8.8.1.6 Any violation of Minnesota Statue 177.42-44 shall be reported to the Minnesota Department of Labor and Industry.

§ 8.8.1.7 The Contractor shall also furnish with each Application for Payment Certified Payroll Statements, setting forth the wages and benefits paid each employee during the time period covered by the Application for Payment, specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs.

§ 8.8.2 LIQUIDATED DAMAGES

§ 8.8.2.1 Contractor acknowledges that delays in completion of the Project beyond substantial completion, subject to adjustments as provided in the Contract Documents (the "Substantial Completion Date") would result in the loss of certain benefits to Owner and its constituents, which would be difficult or impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Accordingly, the parties hereby agree that if Contractor fails to achieve Substantial Completion of the Project by the scheduled Substantial Completion Date, then for delays the Owner shall be entitled to recover from Contractor the following:

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.1 For each calendar day that Substantial Completion of the Project is delayed beyond the Scheduled Substantial Completion Date: $500.00 per day for contracts valued at or under $500,000.00 or will be $1,000.00 per day for contracts that exceed $500,000.01 in total value.

§ 8.8.2.2 For purpose of this Section, Substantial Completion shall have occurred when the Architect certifies that the project is Substantially Complete in accordance with the General Conditions of Contract. If all work is not finally completed by TBD, Owner shall be entitled to actual damages for damages occurring after that date, and liquidated damages for damages prior to that date.

§ 8.8.2.3 Contractor shall pay any liquidated damages to Owner within fifteen (15) days of Owner's invoice. Owner has the right to submit invoices for liquidated damages on a weekly basis. Payment of liquidated damages shall not relieve the Contractor of its other obligations under the parties' Agreement. Owner, at its option, may deduct the amounts of any liquidated damages from amounts otherwise due to Contractor.

§ 8.8.2.4 The parties agree that the amount of liquidated damages fixed in this Section is a reasonable forecast of just compensation for harm to the Owner resulting from the Contractor's failure to meet the Project schedule, and is not a penalty. The parties further agree that in the event the amount of liquidated damages set forth in this Section is held to be unenforceable or challenged by the Contractor as unenforceable for any reason, the Owner shall be entitled to recover its actual, direct, and consequential damages, if any, resulting from Contractor's delay in achieving Substantial Completion of the Work by the scheduled Substantial Completion Date.

§ 8.8.3 Certificate of Substantial Completion When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time which the Contractor shall complete all items on the list accompanying the Certificate to sixty (60) calendar days. The Contractor will submit a punch list completion schedule within ten (10) days of receipt of Certificate of Substantial Completion. Any cost incurred by the Architect or Architect's consultants (after 60 calendar days of substantial completion) to close out the project will be deducted from the Contractor's contract by change order. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Warranties on punch list items will commence on the date of final payment.

§ 8.8.4 The Contractor, prior to contract award, shall submit electronically to the architect a notarized copy of MN Responsible Contractor Compliance Affidavit from each subcontractor. If a subcontractor is substituted during the project, a new MN Responsible Contractor Compliance Affidavit will be required. »

§ 8.8.5 INTENTIONALLY OMITTED

§ 8.8.6 INTENTIONALLY OMITTED

§ 8.8.7 NON-MINNESOTA CONTRACTOR. Non-Minnesota Contractors for contracts that exceed or can reasonably be expected to exceed $100,000 shall comply with the following Minnesota Department of Revenue Requirements (MN Law, MS 290.9705):
§ 8.8.7.1 File form SDE (Exemption from Surety Deposits for Non-Minnesota Contractors) with the Minnesota Revenue, Mail Station 6501, St. Paul, Minnesota 55146-6501. An exemption will be granted if:

.1 The Contractor provides a cash surety or bond (8% of total contract), secured by an Insurance Company licensed in Minnesota, which guarantees compliance with all provisions of Minnesota withholding, sales and corporate income tax laws, or:

.2 The Contractor provides evidence of full compliance with such laws on previous construction work in Minnesota during the last three years.

§ 8.8.7.2 Submit a copy of form SDE, certified by the Department of Revenue, with the Contractor's initial Application for Payment.

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§ 8.8.7.3 If an exemption is not granted, 8 percent of each Application for Payment will be withheld as surety and deposited with the Department of Revenue, to be refunded with interest after the Contractor's State tax obligations are fulfilled.

§ 8.8.8 FIREARMS PROHIBITED

§ 8.8.8.1 No provider of services pursuant to this contract, including but not limited to employees, agents, suppliers or subcontractor's of the Contractor shall carry or possess a firearm on the Owner's premises or while acting on behalf of the Owner pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the Owner under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« N/A »

.5 Drawings

Number	Title	Date
See Exhibit B	Drawing Log	9/26/2025

.6 Specifications

Section	Title	Date	Pages
See Exhibit C	Specifications Log	9/26/2025	4

.7 Addenda, if any:

Number	Date	Pages
1	9/15/25	16
2	9/19/25	33
3	9/26/25	71

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[« »] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

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(Insert the date of the E235-2019 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[«X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit D	*Bid Scope	9/26/25	4
Exhibit E	Schedule	9/26/25	2
Exhibit F	Logistics	9/26/25	1

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
«By: Mary B. Supple, Mayor»	«»
(Printed name and title)	*(Printed name and title)*

OWNER *(Signature)*
«By: Katie Rodriguez, City Manager»
(Printed name and title)

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DRAFT

AIA® Document A132™ – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the «29th » day of « October » in the year «Two Thousand Twenty-Five »
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

«Veterans Park Improvements - Aquatics»
«6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements. »

THE OWNER:
(Name, legal status, and address)

«City of Richfield»« »
« 6700 Portland Ave
Richfield, MN 55423»

THE CONTRACTOR:
(Name, legal status, and address)

«Per AIA A132-2019»

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars » ($ «1,000,000 ») each occurrence, «Two Million » ($ «2,000,000 ») general aggregate, and « Two Million » ($ «$2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

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.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « One Million » ($ « $1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «One Million Dollars » ($ « 1,000,000 ») each accident, « One Million Dollars » ($ «1,000,000 ») each employee, and « One Million Dollars » ($ « 1,000,000 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars » ($ « 1,000,000 ») per claim and « Two Million Dollars » ($ «2,000,000 ») in the aggregate.

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§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «One Million Dollars » ($ « 1,000,000 ») per claim and « Two Millions Dollars » ($ «2,000,000 ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «Two Million » ($ « 2,000,000 ») per claim and «Four Million Dollars » ($ « 4,000,000 ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than «One Million » ($ « 1,000,000 ») per claim and « One Million » ($ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « One Million » ($ « 1,000,000 ») per claim and « One Million » ($ «1,000,000 ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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[« »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	« 100% of Total Contract Amount»
Performance Bond	« 100% of Total Contract Amount»

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

1. « « « Contractor's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this contract.
2. Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
3. Contractor is responsible for payment of Contract related insurance premiums and deductibles.
4. If Contractor is self-insured, a Certificate of Self-Insurance must be attached.
5. Contractor's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance.
6. Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.
7. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by the Contract.
8. The City reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor.
9. All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.
10. The Contractor is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.
11. The City reserves the right to modify the insurance requirements for a particular project.

»

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AIA® Document A232™ – 2019

General Conditions of the Contract for Construction,
Construction Manager as Adviser Edition

for the following PROJECT:
(Name, and location or address)

Veterans Park Improvements - Aquatics
6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements.

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
«9202 202nd St. W., Suite 100
Lakeville, MN 55044»

THE OWNER:
(Name, legal status, and address)
City of Richfield
6700 Portland Ave
Richfield, MN 55423

THE ARCHITECT:
(Name, legal status, and address)

JLG Architects
710 S 2nd St 8th Floor
Minneapolis, MN 55401
Phone: (612) 746-4260»

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 Subject to the Agreement between Owner and Architect, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or similar written agreement, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall identify a representative authorized to act on the Owner's behalf only with respect to specific matters delegated to the representative in writing by the Owner's governing body. Except as expressly delegated by the Owner's governing body, the Owner's representative has no authority to agree to any adjustments in the Contract Sum or Contract Time. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

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§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for utility locations provided by private utilities, which Owner does not warrant for accuracy, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall be responsible for verifying the accuracy of all utility locations supplied by private utilities.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 By executing the Contract, the Contractor represents that the Contractor has reviewed and understands the Contract Documents, has visited the Site and is familiar with local conditions under which the Work is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has notified the Architect of and obtained clarification of any discrepancies which have become apparent during the bidding or proposal period.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 The Contractor must make frequent inspections during the progress of the Work to confirm that Work previously performed by the Contractor is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and Referenced Standards and that portion of Work previously performed by the Contractor or by others are in proper condition to receive subsequent Work.

§ 3.2.5 The Contractor must promptly notify the Owner and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and physical data and Site conditions observed.

§ 3.2.6 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which

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could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

§ 3.2.7 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees, Subcontractors, and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be

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considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, nor are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.

§ 3.5.4 The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental

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authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Superintendent must provide his or her email address and cell phone number to Owner, Construction Manager, and Architect and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit in its native and electronic format, for the Owner's and Architect's acceptance, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

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§ 3.10.2 The Contractor, within ten days of execution of the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including the current Construction Schedule, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. The Contractor must provide the Owner, Construction Manager, and Architect with copies of all submittals made to regulatory agencies.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so,

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and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

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§ 3.13.3 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor must keep the Site and adjacent areas free from accumulation of waste materials or rubbish caused by operations under the Contract, and must keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If the Contractor fails to do so in a manner reasonably satisfactory to the Owner or the Architect within forty-eight (48) hours after notice or as otherwise required by the Contract Documents, the Owner may clean the Site and back charge the Contractor for all costs associated with the cleaning. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall

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not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance

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of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the

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Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 After award of the Contract, if the Contractor seeks to substitute a Subcontractor, the Contractor shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the substitute(s) proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed substitute(s) or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a substitute Subcontractor to whom the Owner, Construction Manager or Architect has made reasonable and timely objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity,

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the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders and Change Proposals

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The Contractor must submit Change Proposals covering a contemplated Change Order within ten (10) days after request of the Owner, or the Architect or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making Change Proposals. Change Proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and Site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-subcontractor. The Subcontractor's or Sub-subcontractor's overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change Proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the Change Proposal in accordance with this Section 7.2.2 without accepting the Change Proposal in its entirety.

§ 7.2.3 If the Owner determines that a Change Proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

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.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager and Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 Minor Changes in the Work
The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 The Contractor must conform to the most recently accepted Progress Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Progress Schedule.

§ 8.2.5 The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the accepted Progress Schedule and any accepted revisions thereto. The Contractor must keep current records of and mark on a copy of the accepted Progress Schedule the actual commencement date, progress and completion date of each scheduled activity indicated on the Progress Schedule.

§ 8.2.6 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.7 If the Contractor's progress is not maintained in accordance with the accepted Progress Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently accepted Progress Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

§ 8.2.8 The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Project Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

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§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. As required by Minnesota Statutes, Section 471.425, subd. 4a, the Contractor must pay all Subcontractors, less any retainage, within ten (10) calendar days of the Contractor's receipt of payment from the Owner for undisputed services provided by the Subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the Subcontractor(s) on any undisputed amount not paid on time to the Subcontractor(s).

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§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor must submit to the Architect itemized Applications for Payment for Work completed on a monthly basis in accordance with a schedule approved by the Owner. Each Application for Payment must be consistent with the approved Schedule of Values. In order to expedite the review and approval of Applications for Payment, the Contractor may submit to and review with the Architect and Owner a draft Application for Payment at a progress meeting prior to submitting a formal Application for Payment.

§ 9.3.5 The form of Application for Payment must be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet (latest edition), or such other form as may be prescribed by the Owner. The Application must be notarized and supported by sufficient data to demonstrate the Contractor's right to payment and compliance with the payment provisions of the Contract to the satisfaction of the Owner and Architect, such as copies of requisitions from Subcontractors and material suppliers, partial lien waivers, releases and other documents. Each Application for Payment must reflect approved Contract Modifications and the Contract retainage provided for in the Contract Documents.

§ 9.3.6 Applications for Payment may include materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. The Owner has no obligation or responsibility to pay for materials stored off the Site. If specifically approved in writing in advance by the Owner, an Application for Payment may include materials and equipment stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site is conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to protect the Owner's interests. Payment for materials and equipment stored off the Site will, in addition, be conditioned upon the Contractor's provision of applicable insurance, storage and transportation to the Site.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is

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due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor or other Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees

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and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Retainage after Substantial Completion, Minn. Stat. § 15.72, subd. 2—Subject to the following, all retainage will be released to Construction Manager no later than sixty (60) days after Substantial Completion. "Substantial Completion" shall be determined by the Architect consistent with the definition in Minnesota Statutes, Section 541.051, subd. 1(a). After Substantial Completion, Owner may withhold: (1) two hundred and fifty percent (250%) of the estimated cost to correct or complete Work known at the time of Substantial Completion; and (2) one percent (1%) of the value of the contract or $500.00, whichever is greater, pending completion and submission of all final paperwork by Construction Manager. If Owner withholds payment under this paragraph, it will provide a written statement to Construction Manager detailing the amount and basis of the withholding. Owner will pay any

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amounts withheld under clause (1) within sixty (60) days after completion or correction of the Work, as determined by Architect. Owner will pay any amounts withheld under clause (2) after submission of all final paperwork, as determined by Owner.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. Notwithstanding the foregoing, the Owner may at its option retain the lesser of a minimum of three times the value of the incomplete or uncorrected parts of the Work, or the maximum amount allowed by law, as estimated by the Construction Manager, provided the remaining work is minor and cannot be completed or corrected due to weather, unsuitable conditions for testing or other circumstances beyond the Contractor's control, as agreed upon by the Architect and Construction Manager.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and the Architect and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

§ 9.10.7 Upon receipt of the Contractor's notice and request for final inspection, the Owner and the Architect will promptly make such inspection and, when the Owner and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Architect will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Architect will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner or the Architect until the Work is determined to be finally complete.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and

.4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of

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them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work on Owner's property if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the

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Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by Section 11.2 or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Notwithstanding the above, Owner does not waive its right to subrogate against (1) Contractor, any of its Subcontractors, Sub-Subcontractors, agents or employees for damages caused to non-Project related property, real or personal or both, at or adjacent to the site of the Project, caused by the negligent, intentional or other willful act or omission of the Contractor, any of its Subcontractors, Sub-Subcontractors, agents or employees; or against (2) the

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Architect, or Architect's consultant, if any, for damages caused to non-Project related property, real or personal or both, at or adjacent to the site of the Project, caused by the negligent, intentional or other willful act or omission of the Architect, or Architect's consultants, if any.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and

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inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice within a reasonable time after discovery of the condition, and such notice shall be within one year after substantial completion, or, for Work performed pursuant to Sections 12.2.2.2 and 12.2.2.3, within the one year following such Work or Corrective Work. If Owner fails to give notice to Contractor within these one-year periods, Owner waives its right to Corrective Work, but retains all other rights it may have under law for defective Work. During the period for correction of Work, the Owner shall give the Contractor a reasonable opportunity to make the correction. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. With respect to any Corrective Work performed during the Correction Period, the Correction Period for that Corrective Work shall be extended for one year from the date the Corrective Work was completed.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

All payments to the Contractor shall be governed by the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.125 ("Prompt Payment Act"), except that any of four (4) percent per annum.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

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.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, and reasonable and substantiated costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 No Right to Stop Work for Non-Payment. The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent:

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. Nothing in this paragraph 15.1.1 is intended to apply to or in any way limit the Owner's right to make Claims related to or arising out of the Contract.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a

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Claim for actual costs is approved, the Owner shall pay the Contractor actual costs incurred, plus either (a) ten percent (10%) for overhead and profit for work performed by the Contractor, or (b) five percent (5%) overhead and profit for work performed by a Subcontractor, as applicable.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a

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response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to notify the surety and request the surety's assistance in resolving the controversy.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation. Mediation is not a condition precedent to commencing litigation but if litigation is commenced before mediation is held, the Parties agree to mediate before any dispositive motions or trial.

§ 15.3.2 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation and ratified by the Owner's Council shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 16 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 16.1 Record Keeping—Availability and Retention. Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Contractor agrees that the books, records, documents and accounting procedures and practices of Contractor, that are relevant to the Contract or transaction, are subject to examination by the Owner and the state auditor for a minimum of six (6) years. Contractor shall maintain such records for a minimum of six (6) years after final payment.

§ 16.2 Data Practices. Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing this project is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the Owner.

§ 16.3 Non-Discrimination. Pursuant to Minnesota Statutes, Section 181.59, the Contractor will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Contractor agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this contract.

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Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Exhibit B

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A101	BATHHOUSE DEMOLITION PLAN	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A201	BATHHOUSE FLOOR PLAN	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A210	BATHHOUSE ROOF PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
A211	ENLARGED PLANS AND ELEVATIONS	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A510	CROSSOVER BRIDGE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
A601	FINISH PLAN & FINISH KEY	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
A701	BATHHOUSE RCP	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
AQ000	COVER SHEET	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ100	SITE PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ120	LAP POOL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ130	KIDDIE POOL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ201	DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQD100	SITE PLAN - DEMOLITION	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Civil					
C101	EXISTING CONDITIONS PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
C102	SITE DEMOLITION PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
C201	SITE PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
C301	GRADING & EROSION CONTROL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
C801	CIVIL DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Electrical					
E000	ELECTRICAL SYMBOLS AND SITE	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
E100	BATHHOUSE LIGHTING PLAN	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)

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Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E200	BATHHOUSE POWER & SYSTEMS PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
ED100	BATHHOUSE DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
General					
G101	TITLE SHEET	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G120	MOUNTING HEIGHTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G121	MOUNTING HEIGHTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G130	CODE REVIEW	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
General					
Cover	RICHFIELD POOL IMPROVEMENTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Landscape					
L101	LANDSCAPE NOTES	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
L201	LANDSCAPE PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
L501	LANDSCAPE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
L502	LANDSCAPE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Mechanical					
M101	HVAC PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
MD101	HVAC DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Plumbing					
P200	UNDER FLOOR PLUMBING PLAN - MECHANICAL BLDG	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P201	ABOVE FLOOR PLUMBING PLAN - MECHANICAL BLDG	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P301	WASTE AND VENT RISER DIAGRAMS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P302	WATER RISER DIAGRAMS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PD101	PLUMBING DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM01	MECH TITLE SHEET, SYMBOLS & ABBREV.	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM02	MECHANICAL AND PLUMBING SCHEDULES	0	09/05/2025	09/10/2025	Richfield Pool Improvements

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Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					Drawings (09/05/25)
PM03	MECHANICAL AND PLUMBING DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM102	MECHANICAL ATTIC PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Structural					
S000	GENERAL STRUCTURAL NOTES & SCHEDULES	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
S100	OVERALL PLAN	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
S200	STRUCTURAL DETAILS	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)

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6335 Portland Avenue
Richfield, Minnesota 55423

Exhibit C

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Title	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 01 05	Certifications Page	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 01 10	Table of Contents	1			Addendum 2 Specifications - Richfield Pool
00 11 13	Advertisement for Bids	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 21 00	Instructions to Bidders	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 24 00	Scopes of Work	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 26 00	Procurement Substitution Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 31 00	Preliminary Schedule	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 41 00	Bid Form	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 45 00	Qualification Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 52 00	Example Subcontract	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 73 19	Health and Safety Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 - General Requirements					
01 10 00	Summary	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 23 00	Alternates	1			Addendum 2 Specifications - Richfield Pool
01 25 00	Substitution Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 30 00	Administrative Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 35 26	Subcontractor Site Specific Safety Plan Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 40 00	Quality Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 45 33	Code-Required Special Inspections and Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 55 00	Site Logistics & Staging	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 60 00	Product Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 61 16	Volatile Organic Compound (VOC) Content	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 70 00	Execution and Closeout Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 74 19	Construction Waste Management and Disposal	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 78 00	Closeout Submittals	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
02 - Existing Conditions					
02 41 00	Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
02 41 13	Selective Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
03 - Concrete					
03 20 00	Concrete Reinforcing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
03 30 00	Cast-In-Place Concrete	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Number	Description	Revision	Issued Date	Received Date	Set
04 - Masonry					
04 20 00	Unit Masonry	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
05 - Metals					
05 50 00	Metal Fabrications	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
05 51 33	Metal Crossover Bridges	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
07 - Thermal and Moisture Protection					
07 84 00	Firestopping	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
07 92 00	Joint Sealants	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
09 - Finishes					
09 51 00	Acoustical Ceilings	1			Addendum 2 Specifications - Richfield Pool
09 67 00	Fluid-Applied Flooring	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
09 96 00	High-Performance Coatings	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 - Specialties					
10 21 13.19	Plastic Toilet Compartments	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 26 00	Wall and Door Protection	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 28 00	Toilet, Bath, and Laundry Accessories	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 51 26	Plastic Lockers and Benches	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 - Special Construction					
13 11 13	Below Grade Swimming Pools	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 14	Swimming Pool Structures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 15	Swimming Pool Finishes	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 16	Swimming Pool Piping & Valves	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 17	Swimming Pool Equipment & Accessories	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 19	Fiberglass Waterslides	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 - RESERVED FOR FUTURE EXPANSION					
20 10 00	Mechanical General Provisions	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 20 00	Mechanical Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 50 00	Basic Materials and Methods	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 70 00	Electrical Motors and Wiring	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 80 00	Painting and Identification	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 - Plumbing					
22 07 00	Plumbing Insulation	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 10 00	Plumbing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 30 00	Plumbing Equipment	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 40 00	Plumbing Fixtures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Number	Description	Revision	Issued Date	Received Date	Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 01 30	HVAC Air-Distribution System Cleaning	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 05 93	HVAC Testing Adjusting and Balancing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 07 00	HVAC Insulation	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 11 00	Fuel Piping	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 23 00	Refrigeration Piping System	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 30 00	HVAC Air Distribution	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 34 23	HVAC Power Ventilators	0			Addendum 2 Specifications - Richfield Pool
23 37 13	Diffusers, Registers, and Grilles	0			Addendum 2 Specifications - Richfield Pool
23 81 00	Packaged Air Conditioners	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 - Electrical					
26 00 01	General Provisions	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 05	Selective Demolition for Electrical	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 19	Low-Voltage Electrical Power Conductors and Cables	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 26	Grounding and Bonding for Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 29	Hangers and Supports for Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 33	Raceways and Boxes	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 53	Identification For Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 83	Wiring Connections	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 09 23	Lighting Control Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 24 16	Panelboards	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 27 26	Wiring Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 28 13	Fuses	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 28 16	Disconnect Switches	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 29 13	Motor Starters	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 43 00	Surge Protection Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 51 00	Lighting	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
27 - Communications					
27 05 28	Low Voltage Raceway System - Communications	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
28 - Electronic Safety and Security					
28 05 28	Low Voltage Raceway System - Security	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 - Earthwork					
31 10 00	Site Clearing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 20 00	Earth Moving	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 25 00	Temporary Erosion and Sediment Control	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
32 - Exterior Improvements					
32 13 13	Concrete Paving	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

LOEFFLER
CONSTRUCTION & CONSULTING

Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Number	Description	Revision	Issued Date	Received Date	Set
32 31 13	Chain Link Fencing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
32 92 00	Turf and Grasses	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Section 00 24 00
SCOPES OF WORK

PART 1 – GENERAL

1.01 - Instructions

1. Subcontractors should review all scopes of work and notify the Construction Manager of any missing, overlapping or unclear expectations.
2. Scope forms will be included as an exhibit to subcontracts and shall not be modified.
3. Complete the bid form as directed and attach '0.0 - General Requirements for All Scope of Work' and attached the scope(s) of work that are included in your proposal.

1.02 – Related Sections

A. 00 41 00 - Bid Form

PART 2 – WORK SCOPES

0.0 - General Requirements for All Scope of Work

1. Trade Contractor has reviewed Divisions 00 and 01 and includes all necessary costs to comply with the requirements of these sections.
2. Trade Contractor has reviewed all plans and specifications.
3. Trade Contractor to assume standard daytime working hours unless noted otherwise.
4. Trade Contractor shall field verify existing conditions for deficiencies, unsatisfactory conditions, unacceptable dimensional tolerances, and notify the Contractor of such prior to installing work. Repairs or corrections required due to unsatisfactory substrate, after acceptance shall be performed at the sole expense of this Trade Contractor.
5. Trade Contractor to coordinate with other Trade Contractors for all construction purposes.
6. Trade Contractor has cross referenced all General, Civil, Architectural, Structural, Mechanical, Electrical, and Demolition Drawings, and include all required costs for a complete scope per the bid packages and specification sections being proposed upon. If a discrepancy exists on the plans, either notify Loeffler Construction & Consulting in writing prior to the bid date so that the issue can be resolved via an addendum, or include the more expensive option in the base bid.
7. Loeffler Construction & Consulting will provide each Trade Contractor with electronic files of the plans and specifications. It will be this Trade Contractor's responsibility to print hard copies of the plans and any subsequent change documents as needed if awarded the project.
8. At a minimum, Trade Contractor will comply with OSHA regulations and Loeffler Construction & Consulting's Safety Program during the course of the project (including leading edge retractable for all leading-edge work)

9. Trade Contractor must coordinate all work and deliveries with Loeffler Construction & Consulting's onsite Superintendent.
10. Trade Contractor shall store materials in a safe manner which will be secure, dry, and permit easy access for inspection and identification. Location shall be coordinated with the Contractor prior to delivery.
11. Trade Contractor agrees that storage space onsite is limited and not guaranteed, and if such storage is allowed, all items shall be relocated as necessary for the progress of the Work as determined by the Contractor. Such relocation shall be done by this Trade Contractor at no additional cost.
12. Trade Contractor is responsible for all offloading shall have on-site representation for receipt of all deliveries to include offloading. Any offloading performed by the Contractor shall be paid for by Trade Contractor.
13. Trade Contractor shall include all fees, permits, inspections, hoisting, lifting, scaffolding, and equipment required to complete this Scope of Work.

14. Loeffler makes no guarantee that temporary power will be operational at the start and duration of the Trade Contractors scope of work. Trade Contractors shall provide a means of power to perform their work, if temporary power is not available.
15. Trade Contractor shall take all necessary measures to protect existing construction and equipment from damage and shall repair damage caused by their employees and equipment.
16. Trade Contractor shall be responsible for the cost of re-work and re-inspection fees because of testing or inspection failure.

17. All Close-Out documents must be submitted to Loeffler Construction & Consulting within 10 days of the project Substantial Completion date. Final payment and retainage will be held until all Close-Out documents have been received. All Close-Out documents shall be issued in both hard copy and electronic format (PDF).
18. Each Trade Contractor will provide daily cleaning of their work areas. Debris shall be placed in dumpsters provided by Loeffler. This shall be coordinated with the Project Superintendent. If your company fails to meet this requirement, Loeffler will back charge accordingly.
19. Trade Contractor Project Manager and their Foreman shall participate in a mandatory pre-installation meeting prior to beginning any work.
20. Trade Contractor understand that Loeffler follows COVD-19 guidance as prepared by the CDC, OSHA and other public officials.
21. Include multiple mobilizations as necessary to complete your respective scope(s) of work.
22. Trade Contractors performing any structural penetrations shall include GPR scanning prior to starting.

13.2 – Water Slide & Zero Depth APU Restoration

Specifications Included:

13 11 13	13 11 17	13 11 19

Scope of Work:

1. Includes necessary repairs to existing waterslide and stair tower for a like-new condition. Includes items 112 & 113 on sheet AQ120.
2. ~~Include removal of existing grout and regrouting per Keynote 2 on S100.~~
3. ~~Include concrete pier repair per Keynote 1 on S100.~~
4. Include all preparation required from coating manufacturer for stair tower and slide tower restoration.
5. Include alternate price for restoration of existing zero depth APU per Item 208 and Keynote D on AQ130.
6. Include removal and disposal of all items replaced by this scope.
7. Include multiple mobilizations as required to complete this scope of work.
8. Include the protection of all existing property. Trade Contractor will be responsible for fixing and restoring any affected areas back to like new conditions.
9. Trade Contractor is responsible to maintain means of ingress and egress while working onsite.
10. Include means and methods for temporary protection of finished products as required to complete the scope of work
11. Apply, pay for, and procure all required permits for this scope of work.
12. Include unloading, handling and protection of all your own material and equipment.
13. Include all tools, material, hoisting and equipment as required to complete this scope of work.
14. All personnel erecting and dismantling scaffold and equipment must be tied off with the appropriate fall protection systems per OSHA and Loeffler Construction & Consulting requirements.

Unit Prices:

#:	Description:	Total Amount:	Circle Add / Deduct:
1	Include sandblasting and painting of existing steel bridge structure	$	ADD
		$	ADD / DEDUCT

13.3 – New Play Features (Alternate 1C)

Specifications Included:

13 11 13 13 11 17

Scope of Work:

1. Provide alternate pricing for new play features per Keynote F and Items 210 and 211 on sheet AQ130.
2. Include multiple mobilizations as required to complete this scope of work.
3. Include removal and disposal of all items replaced by this scope.
4. Include the protection of all existing property. Trade Contractor will be responsible for fixing and restoring any affected areas back to like new conditions.
5. Trade Contractor is responsible to maintain means of ingress and egress while working onsite.
6. Apply, pay for, and procure all required permits for this scope of work.
7. Include unloading, handling and protection of all your own material and equipment.
8. Include all tools, material, hoisting and equipment as required to complete this scope of work.
9. Trade Contractor acknowledges that storage onsite is limited and agrees that materials will be stored offsite until they are ready to be installed as determined by the onsite Superintendent.

Unit Prices:

#:	Description:	Total Amount:	Circle Add / Deduct:
		$	ADD / DEDUCT
		$	ADD / DEDUCT

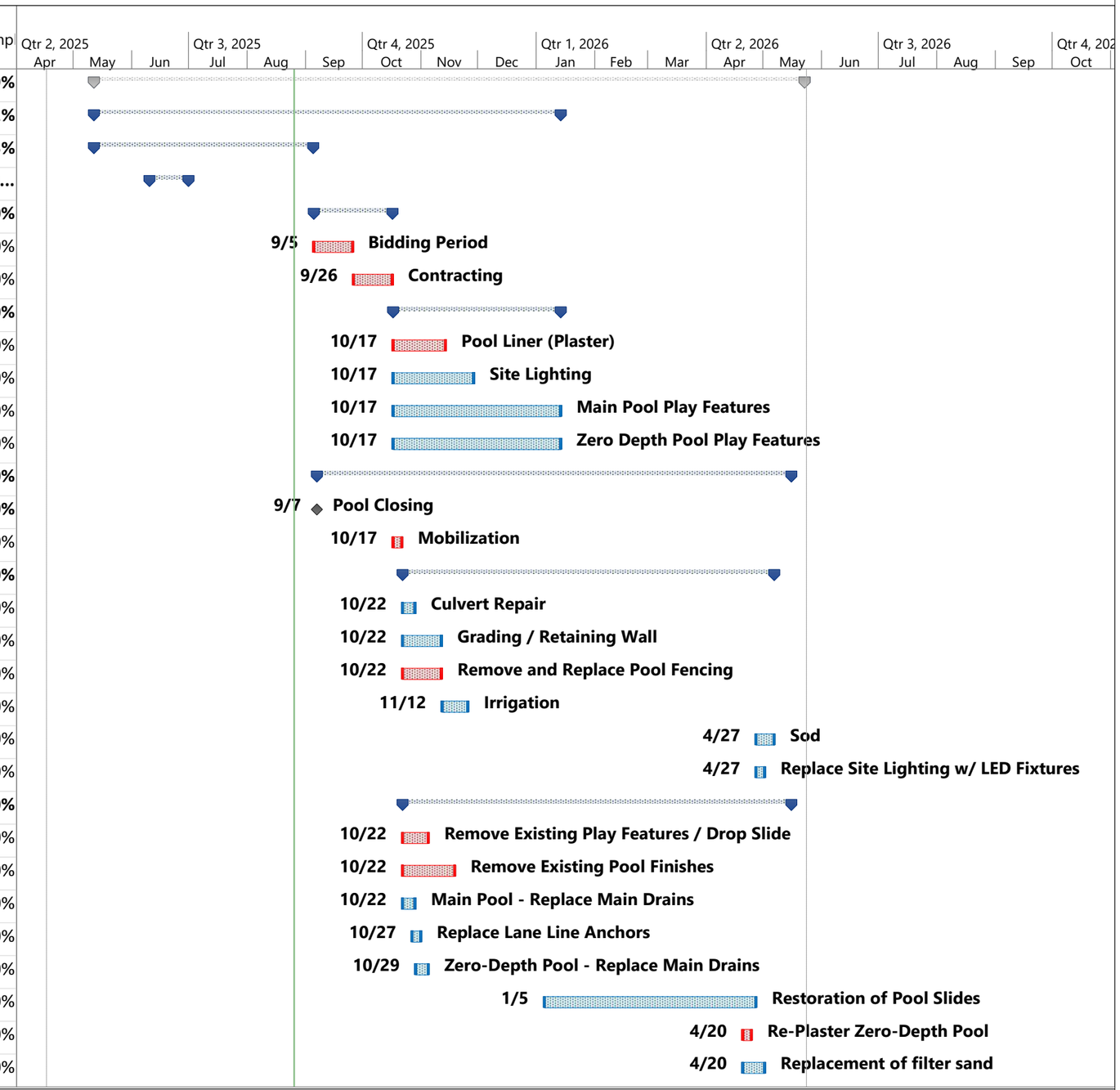
Richfield - Veteran' Park Improvments

Preliminary Schedule

Tue 8/26/25

LOEFFLER CONSTRUCTION & CONSULTING

ID	Task Name	Duration	Start	Finish	% Comp
0	**Richfield Veterans Park Improvements - Aquatics Area**	**264 day**	**Mon 5/12/25**	**Sat 5/23/26**	**9%**
51	**Pool Preconstruction**	**171 day**	**Mon 5/12/25**	**Tue 1/13/26**	**21%**
52	**Design Services**	**81 days**	**Mon 5/12/25**	**Thu 9/4/25**	**65%**
55	**Estimating**	**15 days**	**Tue 6/10/25**	**Mon 6/30/25**	**10...**
57	**Trade Contractor Bidding**	**30 days**	**Fri 9/5/25**	**Thu 10/16/25**	**0%**
58	Bidding Period	3 wks	Fri 9/5/25	Thu 9/25/25	0%
59	Contracting	3 wks	Fri 9/26/25	Thu 10/16/25	0%
60	**Procurement**	**60 days**	**Fri 10/17/25**	**Tue 1/13/26**	**0%**
61	Pool Liner (Plaster)	4 wks	Fri 10/17/25	Thu 11/13/25	0%
62	Site Lighting	6 wks	Fri 10/17/25	Fri 11/28/25	0%
63	Main Pool Play Features	12 wks	Fri 10/17/25	Tue 1/13/26	0%
64	Zero Depth Pool Play Features	12 wks	Fri 10/17/25	Tue 1/13/26	0%
1	**Construction - Pool (Schedule to be Confirmed)**	**177 day**	**Sun 9/7/25**	**Fri 5/15/26**	**0%**
25	**Pool Closing**	**0 days**	**Sun 9/7/25**	**Sun 9/7/25**	**0%**
2	Mobilization	3 days	Fri 10/17/25	Tue 10/21/25	0%
27	**Exterior Site Work**	**138 day**	**Wed 10/22/2**	**Wed 5/6/26**	**0%**
28	Culvert Repair	1 wk	Wed 10/22/2	Tue 10/28/25	0%
29	Grading / Retaining Wall	3 wks	Wed 10/22/2	Tue 11/11/25	0%
33	Remove and Replace Pool Fencing	3 wks	Wed 10/22/2	Tue 11/11/25	0%
31	Irrigation	2 wks	Wed 11/12/2	Tue 11/25/25	0%
30	Sod	8 days	Mon 4/27/26	Wed 5/6/26	0%
32	Replace Site Lighting w/ LED Fixtures	1 wk	Mon 4/27/26	Fri 5/1/26	0%
34	**Aquatics**	**145 day**	**Wed 10/22/2**	**Fri 5/15/26**	**0%**
35	Remove Existing Play Features / Drop Slide	2 wks	Wed 10/22/2	Tue 11/4/25	0%
36	Remove Existing Pool Finishes	20 days	Wed 10/22/2	Tue 11/18/25	0%
46	Main Pool - Replace Main Drains	1 wk	Wed 10/22/2	Tue 10/28/25	0%
44	Replace Lane Line Anchors	1 wk	Mon 10/27/2	Fri 10/31/25	0%
45	Zero-Depth Pool - Replace Main Drains	1 wk	Wed 10/29/2	Tue 11/4/25	0%
37	Restoration of Pool Slides	16 wks	Mon 1/5/26	Mon 4/27/26	0%
38	Re-Plaster Zero-Depth Pool	1 wk	Mon 4/20/26	Fri 4/24/26	0%
49	Replacement of filter sand	2 wks	Mon 4/20/26	Fri 5/1/26	0%



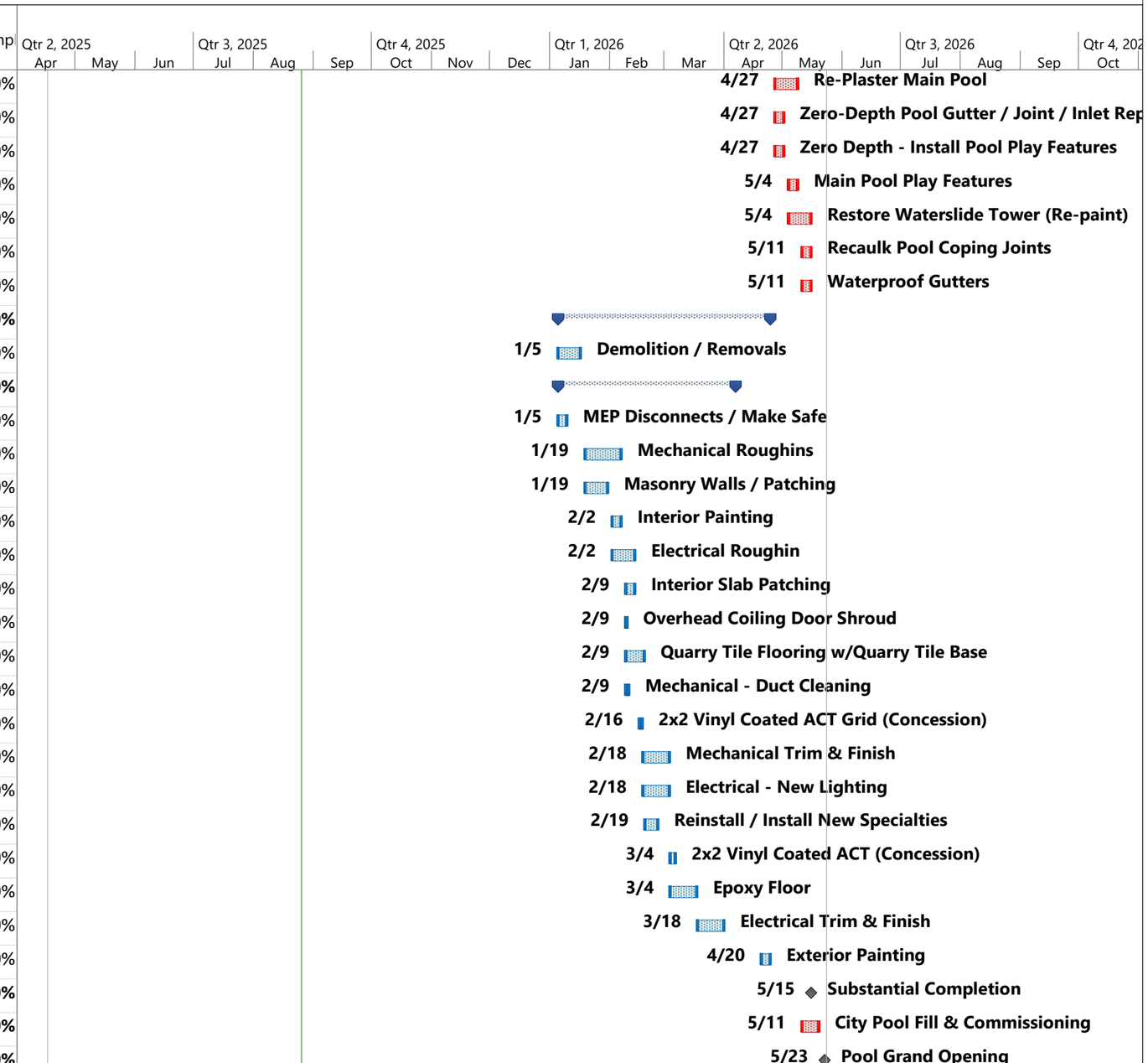
Richfield - Veteran' Park Improvments

Preliminary Schedule

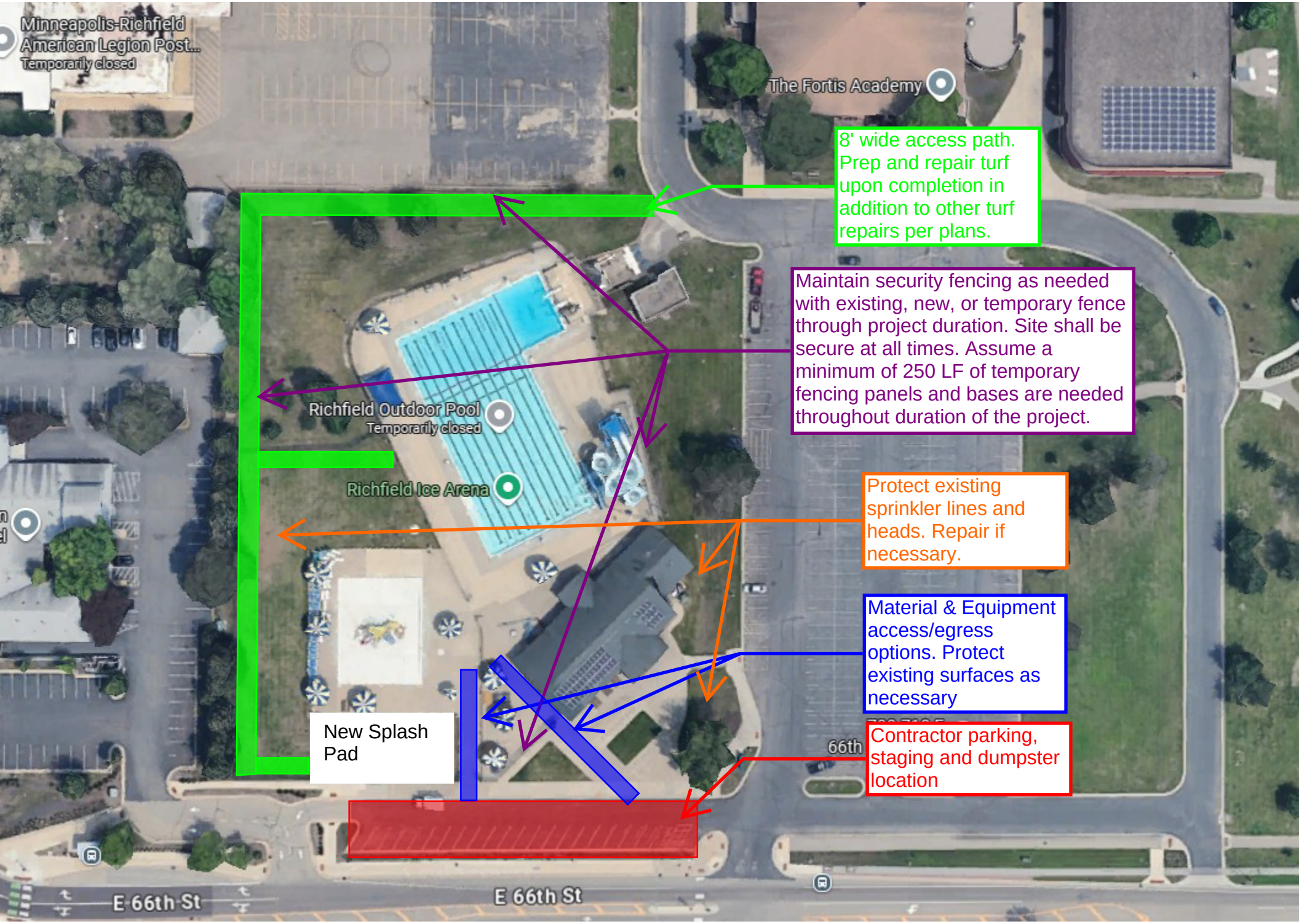
Tue 8/26/25

LOEFFLER CONSTRUCTION & CONSULTING

ID	Task Name	Duration	Start	Finish	% Comp
39	Re-Plaster Main Pool	2 wks	Mon 4/27/26	Fri 5/8/26	0%
42	Zero-Depth Pool Gutter / Joint / Inlet Repairs	1 wk	Mon 4/27/26	Fri 5/1/26	0%
43	Zero Depth - Install Pool Play Features	1 wk	Mon 4/27/26	Fri 5/1/26	0%
40	Main Pool Play Features	1 wk	Mon 5/4/26	Fri 5/8/26	0%
47	Restore Waterslide Tower (Re-paint)	2 wks	Mon 5/4/26	Fri 5/15/26	0%
41	Recaulk Pool Coping Joints	1 wk	Mon 5/11/26	Fri 5/15/26	0%
48	Waterproof Gutters	1 wk	Mon 5/11/26	Fri 5/15/26	0%
3	**Bath House Improvements**	**80 days**	**Mon 1/5/26**	**Fri 4/24/26**	**0%**
4	Demolition / Removals	2 wks	Mon 1/5/26	Fri 1/16/26	0%
5	**Temporary Heating**	**66 days**	**Mon 1/5/26**	**Mon 4/6/26**	**0%**
17	MEP Disconnects / Make Safe	1 wk	Mon 1/5/26	Fri 1/9/26	0%
18	Mechanical Roughins	3 wks	Mon 1/19/26	Fri 2/6/26	0%
24	Masonry Walls / Patching	2 wks	Mon 1/19/26	Fri 1/30/26	0%
15	Interior Painting	1 wk	Mon 2/2/26	Fri 2/6/26	0%
20	Electrical Roughin	2 wks	Mon 2/2/26	Fri 2/13/26	0%
8	Interior Slab Patching	1 wk	Mon 2/9/26	Fri 2/13/26	0%
10	Overhead Coiling Door Shroud	1 day	Mon 2/9/26	Mon 2/9/26	0%
11	Quarry Tile Flooring w/Quarry Tile Base	8 days	Mon 2/9/26	Wed 2/18/26	0%
21	Mechanical - Duct Cleaning	2 days	Mon 2/9/26	Tue 2/10/26	0%
12	2x2 Vinyl Coated ACT Grid (Concession)	2 days	Mon 2/16/26	Tue 2/17/26	0%
19	Mechanical Trim & Finish	2 wks	Wed 2/18/26	Tue 3/3/26	0%
22	Electrical - New Lighting	2 wks	Wed 2/18/26	Tue 3/3/26	0%
9	Reinstall / Install New Specialties	1 wk	Thu 2/19/26	Wed 2/25/26	0%
13	2x2 Vinyl Coated ACT (Concession)	3 days	Wed 3/4/26	Fri 3/6/26	0%
14	Epoxy Floor	2 wks	Wed 3/4/26	Tue 3/17/26	0%
23	Electrical Trim & Finish	2 wks	Wed 3/18/26	Tue 3/31/26	0%
16	Exterior Painting	1 wk	Mon 4/20/26	Fri 4/24/26	0%
26	**Substantial Completion**	**0 days**	**Fri 5/15/26**	**Fri 5/15/26**	**0%**
65	**City Pool Fill & Commissioning**	**7 days**	**Mon 5/11/26**	**Tue 5/19/26**	**0%**
50	**Pool Grand Opening**	**0 days**	**Sat 5/23/26**	**Sat 5/23/26**	**0%**



Site Logistics - Richfield Pool Renovation



DRAFT

AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the «29th » day of «October » in the year «Two Thousand Twenty-Five »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Richfield»« »
« 6700 Portland Ave
Richfield, MN 55423»

and the Contractor:
(Name, legal status, address, and other information)

«Webber Recreational Design, Inc.
1442 Brooke Court
Hastings, MN 55033
612-581-4704»
for the following Project:
(Name, location, and detailed description)

«Veterans Park Improvements - Aquatics»
«6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements. »

The Construction Manager:
(Name, legal status, address, and other information)

« Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
9202 202nd St. W., Suite 100
Lakeville, MN 55044
«Telephone Number: 952.955.9119»

The Architect:
(Name, legal status, address, and other information)

«JLG Architects
710 S 2nd St 8th Floor
Minneapolis, MN 55401
Phone: (612) 746-4260

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

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6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS
EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« X »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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§ 3.3 Substantial Completion of the Project or Portions Thereof
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

«Substantial Completion: 5/15/2026
Final Completion: 5/23/2026»

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
TBD	

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete
§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« X »] By the following date: «5/15/2026»

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
Replace play structure at zero depth pool	5/1/2026

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[«X »] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum
§ 4.2.1 The Contract Sum shall be «Two hundred ninety seven thousand three hundred eighty seven dollars and forty cents, $297,387.40 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates
§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alt 1B replace play structure	$297,387.40

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§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alt 1A Refurbish APU at Zero depth	$66,720	TBD
Alt 1C Install new play feature	$73,810	TBD
Alt 2A Remove bridge over slides	$5,451	TBD
Alt 2B Replace bridge with new AL	$136,281	TBD
Alt 3 Install (2) new shade structures	$31,492	TBD

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
n/a	

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
n/a		

§ 4.3 INTENTIONALLY OMITTED

§ 4.4 INTENTIONALLY OMITTED

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

«See Section 8.8.2 »

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« N/A »

ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 When an Application for Payment is received by the Construction Manager, payment of the amount certified shall be made by the Owner not later than «thirty-five » («35 ») days after the Construction Manager receives and certifies the Application for Payment. Unless expressly otherwise agreed in this

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Contract, payments and payment disputes shall be governed by the Prompt Payment of Local Government Bills, Minn. Stat. Sec. 471.425 ("Prompt Payment Act").
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3.1 Prompt Payment to Subcontractors Required by MN Law. The Contractor shall pay each Subcontractor no later than ten days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. Per 471.425 Minnesota Statutes, the prime contractor must pay any subcontractor within ten days of the prime contractor's receipt of payment from the Public Body/Owner for undisputed services provided by the subcontractor. The prime contractor must pay the subcontractor interest of 1 ½ percent per month on any disputed amounts not paid on time. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 INTENTIONALLY OMITTED

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§ 5.1.6 INTENTIONALLY OMITTED
§ 5.1.7 Retainage
§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

«No reduction in retainage until substantial completion »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« As set forth in A232-2019 General Conditions Section 9.8.6 »

§ 5.2 Final Payment
§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum
§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« 4 » % « per annum »

« »

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[«X »] Litigation in a court of competent jurisdiction, in the county where the project is located.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

«N/A. »

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 INTENTIONALLY OMITTED

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

«Karl Huemiller
Recreation Services Director
7000 Nicollet Ave.
Richfield, MN 55423
(P) 612-861-9387

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khuemiller@richfieldmn.gov»

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« Jay Webber
Webber Recreational Design, Inc.
1442 Brooke Court
Hastings, MN 55033
612-581-4704
jwebber@webberrec.com»

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

§ 8.8.1 MN PREVAILING WAGE
§ 8.8.1.1 Wage Determination This is a prevailing wage project. All contractor and subcontractors shall pay at least the minimum prevailing wage as published by the State of Minnesota and conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

§ 8.8.1.2 Pursuant to Minnesota Statutes 177.43, "No laborer or mechanic employed directly upon the project worksite by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work on the project, shall be permitted or required to work more hours than the prevailing hours of labor unless such laborer or mechanic is paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times his hourly basic rate of pay; nor shall he be paid a lesser rate of wages than the

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prevailing wage rate in the same or most similar trade or occupation area." Nothing in this contract shall be construed as prohibiting the contractor or subcontractor from paying the negotiated wage rate.

§ 8.8.1.3 Any project with an estimated total cost of more than $25,000 must comply with Minnesota Statute 177.41-44, which is commonly known as The Little Davis Bacon Act. To facilitate compliance pursuant to the Statute, wage determinations were prepared for different trades for each county from which labor for said project would be secured. It is the stated public policy of M.S. 177.41 as follows: "It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available, and that persons working on public works be compensated according to the real value of the services they perform. It is therefore declared to be the public policy of this State that wages of laborers, workmen, and mechanics engaged in State project would be comparable to wages paid for similar work in the community as a whole." Any wage determinations which are found not to be so promulgated do not relieve the contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certification by the Minnesota Department of Labor and Industry. Therefore, no inferences may be drawn from the omission of a classification which has local usage. Further, the Owner will not be liable for increased labor cost, errors in the rates of classifications, or changes to same prior to the awarding of contracts.

§ 8.8.1.4 Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates may be obtained from the Minnesota Department of Labor and Industry. Said wage rates must be posted in at least one conspicuous place for the employees working on the project. Failure to do so, by any Contractor, subcontractor, or agent, who, after executing a contract in compliance with this section, pays to any laborer, workman, or mechanic employed directly on the project, a lesser wage for work done on the project than the prevailing wage rate, shall be fined $3700 or imprisoned for not more than 90 days or both. Each day any violation of this section continues shall be a separate offense. Prevailing wage rates for this project are attached at the end of this section.

§ 8.8.1.5 Specification Section marked "PREVAILING WAGES" contains the Minnesota Department of Labor and Industry prevailing wages for this project.

§ 8.8.1.6 Any violation of Minnesota Statue 177.42-44 shall be reported to the Minnesota Department of Labor and Industry.

§ 8.8.1.7 The Contractor shall also furnish with each Application for Payment Certified Payroll Statements, setting forth the wages and benefits paid each employee during the time period covered by the Application for Payment, specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs.

§ 8.8.2 LIQUIDATED DAMAGES

§ 8.8.2.1 Contractor acknowledges that delays in completion of the Project beyond substantial completion, subject to adjustments as provided in the Contract Documents (the "Substantial Completion Date") would result in the loss of certain benefits to Owner and its constituents, which would be difficult or impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Accordingly, the parties hereby agree that if Contractor fails to achieve Substantial Completion of the Project by the scheduled Substantial Completion Date, then for delays the Owner shall be entitled to recover from Contractor the following:

.1 For each calendar day that Substantial Completion of the Project is delayed beyond the Scheduled Substantial Completion Date: $500.00 per day for contracts valued at or under $500,000.00 or will be $1,000.00 per day for contracts that exceed $500,000.01 in total value.

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§ 8.8.2.2 For purpose of this Section, Substantial Completion shall have occurred when the Architect certifies that the project is Substantially Complete in accordance with the General Conditions of Contract. If all work is not finally completed by TBD, Owner shall be entitled to actual damages for damages occurring after that date, and liquidated damages for damages prior to that date.

§ 8.8.2.3 Contractor shall pay any liquidated damages to Owner within fifteen (15) days of Owner's invoice. Owner has the right to submit invoices for liquidated damages on a weekly basis. Payment of liquidated damages shall not relieve the Contractor of its other obligations under the parties' Agreement. Owner, at its option, may deduct the amounts of any liquidated damages from amounts otherwise due to Contractor.

§ 8.8.2.4 The parties agree that the amount of liquidated damages fixed in this Section is a reasonable forecast of just compensation for harm to the Owner resulting from the Contractor's failure to meet the Project schedule, and is not a penalty. The parties further agree that in the event the amount of liquidated damages set forth in this Section is held to be unenforceable or challenged by the Contractor as unenforceable for any reason, the Owner shall be entitled to recover its actual, direct, and consequential damages, if any, resulting from Contractor's delay in achieving Substantial Completion of the Work by the scheduled Substantial Completion Date.

§ 8.8.3 Certificate of Substantial Completion When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time which the Contractor shall complete all items on the list accompanying the Certificate to sixty (60) calendar days. The Contractor will submit a punch list completion schedule within ten (10) days of receipt of Certificate of Substantial Completion. Any cost incurred by the Architect or Architect's consultants (after 60 calendar days of substantial completion) to close out the project will be deducted from the Contractor's contract by change order. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Warranties on punch list items will commence on the date of final payment.

§ 8.8.4 The Contractor, prior to contract award, shall submit electronically to the architect a notarized copy of MN Responsible Contractor Compliance Affidavit from each subcontractor. If a subcontractor is substituted during the project, a new MN Responsible Contractor Compliance Affidavit will be required. »

§ 8.8.5 INTENTIONALLY OMITTED

§ 8.8.6 INTENTIONALLY OMITTED

§ 8.8.7 NON-MINNESOTA CONTRACTOR. Non-Minnesota Contractors for contracts that exceed or can reasonably be expected to exceed $100,000 shall comply with the following Minnesota Department of Revenue Requirements (MN Law, MS 290.9705):

§ 8.8.7.1 File form SDE (Exemption from Surety Deposits for Non-Minnesota Contractors) with the Minnesota Revenue, Mail Station 6501, St. Paul, Minnesota 55146-6501. An exemption will be granted if:

- **.1** The Contractor provides a cash surety or bond (8% of total contract), secured by an Insurance Company licensed in Minnesota, which guarantees compliance with all provisions of Minnesota withholding, sales and corporate income tax laws, or:
- **.2** The Contractor provides evidence of full compliance with such laws on previous construction work in Minnesota during the last three years.

§ 8.8.7.2 Submit a copy of form SDE, certified by the Department of Revenue, with the Contractor's initial Application for Payment.

§ 8.8.7.3 If an exemption is not granted, 8 percent of each Application for Payment will be withheld as surety and deposited with the Department of Revenue, to be refunded with interest after the Contractor's State tax obligations are fulfilled.

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§ 8.8.8 FIREARMS PROHIBITED

§ 8.8.8.1 No provider of services pursuant to this contract, including but not limited to employees, agents, suppliers or subcontractor's of the Contractor shall carry or possess a firearm on the Owner's premises or while acting on behalf of the Owner pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the Owner under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« N/A »

.5 Drawings

Number	Title	Date
See Exhibit B	Drawing Log	9/26/2025

.6 Specifications

Section	Title	Date	Pages
See Exhibit C	Specifications Log	9/26/2025	4

.7 Addenda, if any:

Number	Date	Pages
1	9/15/25	16
2	9/19/25	33
3	9/26/25	71

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[« »] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

« »

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[« »] The Sustainability Plan:

Title	Date	Pages

[«X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit D	*Bid Scope	9/26/25	3
Exhibit E	Schedule	9/26/25	2
Exhibit F	Logistics	9/26/25	1

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
«By: Mary B. Supple, Mayor»	«»
(Printed name and title)	*(Printed name and title)*

OWNER *(Signature)*
«By: Katie Rodriguez, City Manager»
(Printed name and title)

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AIA® Document A132™ – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the «29th » day of « October » in the year «Two Thousand Twenty-Five »
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

«Veterans Park Improvements - Aquatics»
«6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements. »

THE OWNER:
(Name, legal status, and address)

«City of Richfield»« »
« 6700 Portland Ave
Richfield, MN 55423»

THE CONTRACTOR:
(Name, legal status, and address)

«Per AIA A132-2019»

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars » ($ «1,000,000 ») each occurrence, «Two Million » ($ «2,000,000 ») general aggregate, and « Two Million » ($ «$2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

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.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « One Million » ($ « $1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «One Million Dollars » ($ « 1,000,000 ») each accident, « One Million Dollars » ($ «1,000,000 ») each employee, and « One Million Dollars » ($ « 1,000,000 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars » ($ « 1,000,000 ») per claim and « Two Million Dollars » ($ «2,000,000 ») in the aggregate.

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§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «One Million Dollars » ($ « 1,000,000 ») per claim and « Two Millions Dollars » ($ «2,000,000 ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «Two Million » ($ « 2,000,000 ») per claim and «Four Million Dollars » ($ « 4,000,000 ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than «One Million » ($ « 1,000,000 ») per claim and « One Million » ($ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « One Million » ($ « 1,000,000 ») per claim and « One Million » ($ «1,000,000 ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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[« »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	« 100% of Total Contract Amount»
Performance Bond	« 100% of Total Contract Amount»

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

1. « « « Contractor's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this contract.
2. Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
3. Contractor is responsible for payment of Contract related insurance premiums and deductibles.
4. If Contractor is self-insured, a Certificate of Self-Insurance must be attached.
5. Contractor's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance.
6. Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.
7. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by the Contract.
8. The City reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor.
9. All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.
10. The Contractor is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.
11. The City reserves the right to modify the insurance requirements for a particular project.

»

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AIA® Document A232™ – 2019

General Conditions of the Contract for Construction,
Construction Manager as Adviser Edition

for the following PROJECT:
(Name, and location or address)

Veterans Park Improvements - Aquatics
6335 Portland Ave, Richfield, MN 55423
This includes improvements to the pool, supporting areas and building improvements.

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
«9202 202nd St. W., Suite 100
Lakeville, MN 55044»

THE OWNER:
(Name, legal status, and address)
City of Richfield
6700 Portland Ave
Richfield, MN 55423

THE ARCHITECT:
(Name, legal status, and address)

JLG Architects
710 S 2nd St 8th Floor
Minneapolis, MN 55401
Phone: (612) 746-4260»

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 Subject to the Agreement between Owner and Architect, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or similar written agreement, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall identify a representative authorized to act on the Owner's behalf only with respect to specific matters delegated to the representative in writing by the Owner's governing body. Except as expressly delegated by the Owner's governing body, the Owner's representative has no authority to agree to any adjustments in the Contract Sum or Contract Time. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

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§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for utility locations provided by private utilities, which Owner does not warrant for accuracy, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall be responsible for verifying the accuracy of all utility locations supplied by private utilities.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 By executing the Contract, the Contractor represents that the Contractor has reviewed and understands the Contract Documents, has visited the Site and is familiar with local conditions under which the Work is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has notified the Architect of and obtained clarification of any discrepancies which have become apparent during the bidding or proposal period.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 The Contractor must make frequent inspections during the progress of the Work to confirm that Work previously performed by the Contractor is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and Referenced Standards and that portion of Work previously performed by the Contractor or by others are in proper condition to receive subsequent Work.

§ 3.2.5 The Contractor must promptly notify the Owner and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and physical data and Site conditions observed.

§ 3.2.6 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which

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could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

§ 3.2.7 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees, Subcontractors, and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be

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considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, nor are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.

§ 3.5.4 The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental

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authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Superintendent must provide his or her email address and cell phone number to Owner, Construction Manager, and Architect and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit in its native and electronic format, for the Owner's and Architect's acceptance, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

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§ 3.10.2 The Contractor, within ten days of execution of the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including the current Construction Schedule, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. The Contractor must provide the Owner, Construction Manager, and Architect with copies of all submittals made to regulatory agencies.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so,

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and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

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§ 3.13.3 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor must keep the Site and adjacent areas free from accumulation of waste materials or rubbish caused by operations under the Contract, and must keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If the Contractor fails to do so in a manner reasonably satisfactory to the Owner or the Architect within forty-eight (48) hours after notice or as otherwise required by the Contract Documents, the Owner may clean the Site and back charge the Contractor for all costs associated with the cleaning. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall

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not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance

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of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the

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Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 After award of the Contract, if the Contractor seeks to substitute a Subcontractor, the Contractor shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the substitute(s) proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed substitute(s) or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a substitute Subcontractor to whom the Owner, Construction Manager or Architect has made reasonable and timely objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity,

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the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders and Change Proposals

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The Contractor must submit Change Proposals covering a contemplated Change Order within ten (10) days after request of the Owner, or the Architect or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making Change Proposals. Change Proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and Site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-subcontractor. The Subcontractor's or Sub-subcontractor's overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change Proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the Change Proposal in accordance with this Section 7.2.2 without accepting the Change Proposal in its entirety.

§ 7.2.3 If the Owner determines that a Change Proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

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.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager and Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 The Contractor must conform to the most recently accepted Progress Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Progress Schedule.

§ 8.2.5 The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the accepted Progress Schedule and any accepted revisions thereto. The Contractor must keep current records of and mark on a copy of the accepted Progress Schedule the actual commencement date, progress and completion date of each scheduled activity indicated on the Progress Schedule.

§ 8.2.6 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.7 If the Contractor's progress is not maintained in accordance with the accepted Progress Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently accepted Progress Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

§ 8.2.8 The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Project Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

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§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. As required by Minnesota Statutes, Section 471.425, subd. 4a, the Contractor must pay all Subcontractors, less any retainage, within ten (10) calendar days of the Contractor's receipt of payment from the Owner for undisputed services provided by the Subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the Subcontractor(s) on any undisputed amount not paid on time to the Subcontractor(s).

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§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor must submit to the Architect itemized Applications for Payment for Work completed on a monthly basis in accordance with a schedule approved by the Owner. Each Application for Payment must be consistent with the approved Schedule of Values. In order to expedite the review and approval of Applications for Payment, the Contractor may submit to and review with the Architect and Owner a draft Application for Payment at a progress meeting prior to submitting a formal Application for Payment.

§ 9.3.5 The form of Application for Payment must be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet (latest edition), or such other form as may be prescribed by the Owner. The Application must be notarized and supported by sufficient data to demonstrate the Contractor's right to payment and compliance with the payment provisions of the Contract to the satisfaction of the Owner and Architect, such as copies of requisitions from Subcontractors and material suppliers, partial lien waivers, releases and other documents. Each Application for Payment must reflect approved Contract Modifications and the Contract retainage provided for in the Contract Documents.

§ 9.3.6 Applications for Payment may include materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. The Owner has no obligation or responsibility to pay for materials stored off the Site. If specifically approved in writing in advance by the Owner, an Application for Payment may include materials and equipment stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site is conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to protect the Owner's interests. Payment for materials and equipment stored off the Site will, in addition, be conditioned upon the Contractor's provision of applicable insurance, storage and transportation to the Site.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is

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due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor or other Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees

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and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Retainage after Substantial Completion, Minn. Stat. § 15.72, subd. 2—Subject to the following, all retainage will be released to Construction Manager no later than sixty (60) days after Substantial Completion. "Substantial Completion" shall be determined by the Architect consistent with the definition in Minnesota Statutes, Section 541.051, subd. 1(a). After Substantial Completion, Owner may withhold: (1) two hundred and fifty percent (250%) of the estimated cost to correct or complete Work known at the time of Substantial Completion; and (2) one percent (1%) of the value of the contract or $500.00, whichever is greater, pending completion and submission of all final paperwork by Construction Manager. If Owner withholds payment under this paragraph, it will provide a written statement to Construction Manager detailing the amount and basis of the withholding. Owner will pay any

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amounts withheld under clause (1) within sixty (60) days after completion or correction of the Work, as determined by Architect. Owner will pay any amounts withheld under clause (2) after submission of all final paperwork, as determined by Owner.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. Notwithstanding the foregoing, the Owner may at its option retain the lesser of a minimum of three times the value of the incomplete or uncorrected parts of the Work, or the maximum amount allowed by law, as estimated by the Construction Manager, provided the remaining work is minor and cannot be completed or corrected due to weather, unsuitable conditions for testing or other circumstances beyond the Contractor's control, as agreed upon by the Architect and Construction Manager.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and the Architect and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

§ 9.10.7 Upon receipt of the Contractor's notice and request for final inspection, the Owner and the Architect will promptly make such inspection and, when the Owner and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Architect will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Architect will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner or the Architect until the Work is determined to be finally complete.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and

.4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of

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them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work on Owner's property if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the

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Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by Section 11.2 or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Notwithstanding the above, Owner does not waive its right to subrogate against (1) Contractor, any of its Subcontractors, Sub-Subcontractors, agents or employees for damages caused to non-Project related property, real or personal or both, at or adjacent to the site of the Project, caused by the negligent, intentional or other willful act or omission of the Contractor, any of its Subcontractors, Sub-Subcontractors, agents or employees; or against (2) the

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Architect, or Architect's consultant, if any, for damages caused to non-Project related property, real or personal or both, at or adjacent to the site of the Project, caused by the negligent, intentional or other willful act or omission of the Architect, or Architect's consultants, if any.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and

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inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice within a reasonable time after discovery of the condition, and such notice shall be within one year after substantial completion, or, for Work performed pursuant to Sections 12.2.2.2 and 12.2.2.3, within the one year following such Work or Corrective Work. If Owner fails to give notice to Contractor within these one-year periods, Owner waives its right to Corrective Work, but retains all other rights it may have under law for defective Work. During the period for correction of Work, the Owner shall give the Contractor a reasonable opportunity to make the correction. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. With respect to any Corrective Work performed during the Correction Period, the Correction Period for that Corrective Work shall be extended for one year from the date the Corrective Work was completed.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

All payments to the Contractor shall be governed by the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.125 ("Prompt Payment Act"), except that any of four (4) percent per annum.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

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.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, and reasonable and substantiated costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 No Right to Stop Work for Non-Payment. The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent:

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. Nothing in this paragraph 15.1.1 is intended to apply to or in any way limit the Owner's right to make Claims related to or arising out of the Contract.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a

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Claim for actual costs is approved, the Owner shall pay the Contractor actual costs incurred, plus either (a) ten percent (10%) for overhead and profit for work performed by the Contractor, or (b) five percent (5%) overhead and profit for work performed by a Subcontractor, as applicable.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a

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response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to notify the surety and request the surety's assistance in resolving the controversy.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation. Mediation is not a condition precedent to commencing litigation but if litigation is commenced before mediation is held, the Parties agree to mediate before any dispositive motions or trial.

§ 15.3.2 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation and ratified by the Owner's Council shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 16 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 16.1 Record Keeping—Availability and Retention. Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Contractor agrees that the books, records, documents and accounting procedures and practices of Contractor, that are relevant to the Contract or transaction, are subject to examination by the Owner and the state auditor for a minimum of six (6) years. Contractor shall maintain such records for a minimum of six (6) years after final payment.

§ 16.2 Data Practices. Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing this project is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the Owner.

§ 16.3 Non-Discrimination. Pursuant to Minnesota Statutes, Section 181.59, the Contractor will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Contractor agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this contract.

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LOEFFLER
CONSTRUCTION & CONSULTING

Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Exhibit B

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A101	BATHHOUSE DEMOLITION PLAN	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A201	BATHHOUSE FLOOR PLAN	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A210	BATHHOUSE ROOF PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
A211	ENLARGED PLANS AND ELEVATIONS	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A510	CROSSOVER BRIDGE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
A601	FINISH PLAN & FINISH KEY	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
A701	BATHHOUSE RCP	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
AQ000	COVER SHEET	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ100	SITE PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ120	LAP POOL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ130	KIDDIE POOL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ201	DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQD100	SITE PLAN - DEMOLITION	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Civil					
C101	EXISTING CONDITIONS PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
C102	SITE DEMOLITION PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
C201	SITE PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
C301	GRADING & EROSION CONTROL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
C801	CIVIL DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Electrical					
E000	ELECTRICAL SYMBOLS AND SITE	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
E100	BATHHOUSE LIGHTING PLAN	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)

LOEFFLER CONSTRUCTION & CONSULTING

Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E200	BATHHOUSE POWER & SYSTEMS PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
ED100	BATHHOUSE DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
General					
G101	TITLE SHEET	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G120	MOUNTING HEIGHTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G121	MOUNTING HEIGHTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G130	CODE REVIEW	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
General					
Cover	RICHFIELD POOL IMPROVEMENTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Landscape					
L101	LANDSCAPE NOTES	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
L201	LANDSCAPE PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
L501	LANDSCAPE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
L502	LANDSCAPE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Mechanical					
M101	HVAC PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
MD101	HVAC DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Plumbing					
P200	UNDER FLOOR PLUMBING PLAN - MECHANICAL BLDG	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P201	ABOVE FLOOR PLUMBING PLAN - MECHANICAL BLDG	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P301	WASTE AND VENT RISER DIAGRAMS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P302	WATER RISER DIAGRAMS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PD101	PLUMBING DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM01	MECH TITLE SHEET, SYMBOLS & ABBREV.	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM02	MECHANICAL AND PLUMBING SCHEDULES	0	09/05/2025	09/10/2025	Richfield Pool Improvements

LOEFFLER
CONSTRUCTION & CONSULTING

Job #: 25112 Veterans Memorial Park Improvement
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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					Drawings (09/05/25)
PM03	MECHANICAL AND PLUMBING DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM102	MECHANICAL ATTIC PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Structural					
S000	GENERAL STRUCTURAL NOTES & SCHEDULES	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
S100	OVERALL PLAN	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
S200	STRUCTURAL DETAILS	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)

LOEFFLER
CONSTRUCTION & CONSULTING

Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Exhibit C

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Title	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 01 05	Certifications Page	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 01 10	Table of Contents	1			Addendum 2 Specifications - Richfield Pool
00 11 13	Advertisement for Bids	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 21 00	Instructions to Bidders	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 24 00	Scopes of Work	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 26 00	Procurement Substitution Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 31 00	Preliminary Schedule	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 41 00	Bid Form	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 45 00	Qualification Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 52 00	Example Subcontract	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 73 19	Health and Safety Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 - General Requirements					
01 10 00	Summary	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 23 00	Alternates	1			Addendum 2 Specifications - Richfield Pool
01 25 00	Substitution Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 30 00	Administrative Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 35 26	Subcontractor Site Specific Safety Plan Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 40 00	Quality Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 45 33	Code-Required Special Inspections and Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 55 00	Site Logistics & Staging	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 60 00	Product Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 61 16	Volatile Organic Compound (VOC) Content	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 70 00	Execution and Closeout Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 74 19	Construction Waste Management and Disposal	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 78 00	Closeout Submittals	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
02 - Existing Conditions					
02 41 00	Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
02 41 13	Selective Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
03 - Concrete					
03 20 00	Concrete Reinforcing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
03 30 00	Cast-In-Place Concrete	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Number	Description	Revision	Issued Date	Received Date	Set
04 - Masonry					
04 20 00	Unit Masonry	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
05 - Metals					
05 50 00	Metal Fabrications	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
05 51 33	Metal Crossover Bridges	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
07 - Thermal and Moisture Protection					
07 84 00	Firestopping	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
07 92 00	Joint Sealants	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
09 - Finishes					
09 51 00	Acoustical Ceilings	1			Addendum 2 Specifications - Richfield Pool
09 67 00	Fluid-Applied Flooring	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
09 96 00	High-Performance Coatings	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 - Specialties					
10 21 13.19	Plastic Toilet Compartments	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 26 00	Wall and Door Protection	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 28 00	Toilet, Bath, and Laundry Accessories	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 51 26	Plastic Lockers and Benches	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 - Special Construction					
13 11 13	Below Grade Swimming Pools	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 14	Swimming Pool Structures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 15	Swimming Pool Finishes	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 16	Swimming Pool Piping & Valves	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 17	Swimming Pool Equipment & Accessories	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 19	Fiberglass Waterslides	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 - RESERVED FOR FUTURE EXPANSION					
20 10 00	Mechanical General Provisions	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 20 00	Mechanical Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 50 00	Basic Materials and Methods	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 70 00	Electrical Motors and Wiring	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 80 00	Painting and Identification	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 - Plumbing					
22 07 00	Plumbing Insulation	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 10 00	Plumbing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 30 00	Plumbing Equipment	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 40 00	Plumbing Fixtures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Number	Description	Revision	Issued Date	Received Date	Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 01 30	HVAC Air-Distribution System Cleaning	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 05 93	HVAC Testing Adjusting and Balancing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 07 00	HVAC Insulation	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 11 00	Fuel Piping	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 23 00	Refrigeration Piping System	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 30 00	HVAC Air Distribution	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 34 23	HVAC Power Ventilators	0			Addendum 2 Specifications - Richfield Pool
23 37 13	Diffusers, Registers, and Grilles	0			Addendum 2 Specifications - Richfield Pool
23 81 00	Packaged Air Conditioners	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 - Electrical					
26 00 01	General Provisions	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 05	Selective Demolition for Electrical	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 19	Low-Voltage Electrical Power Conductors and Cables	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 26	Grounding and Bonding for Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 29	Hangers and Supports for Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 33	Raceways and Boxes	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 53	Identification For Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 83	Wiring Connections	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 09 23	Lighting Control Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 24 16	Panelboards	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 27 26	Wiring Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 28 13	Fuses	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 28 16	Disconnect Switches	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 29 13	Motor Starters	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 43 00	Surge Protection Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 51 00	Lighting	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
27 - Communications					
27 05 28	Low Voltage Raceway System - Communications	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
28 - Electronic Safety and Security					
28 05 28	Low Voltage Raceway System - Security	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 - Earthwork					
31 10 00	Site Clearing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 20 00	Earth Moving	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 25 00	Temporary Erosion and Sediment Control	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
32 - Exterior Improvements					
32 13 13	Concrete Paving	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Number	Description	Revision	Issued Date	Received Date	Set
32 31 13	Chain Link Fencing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
32 92 00	Turf and Grasses	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

Section 00 24 00
SCOPES OF WORK

PART 1 – GENERAL

1.01 - Instructions

1. Subcontractors should review all scopes of work and notify the Construction Manager of any missing, overlapping or unclear expectations.
2. Scope forms will be included as an exhibit to subcontracts and shall not be modified.
3. Complete the bid form as directed and attach '0.0 - General Requirements for All Scope of Work' and attached the scope(s) of work that are included in your proposal.

1.02 – Related Sections

A. 00 41 00 - Bid Form

PART 2 – WORK SCOPES

0.0 - General Requirements for All Scope of Work

1. Trade Contractor has reviewed Divisions 00 and 01 and includes all necessary costs to comply with the requirements of these sections.
2. Trade Contractor has reviewed all plans and specifications.
3. Trade Contractor to assume standard daytime working hours unless noted otherwise.
4. Trade Contractor shall field verify existing conditions for deficiencies, unsatisfactory conditions, unacceptable dimensional tolerances, and notify the Contractor of such prior to installing work. Repairs or corrections required due to unsatisfactory substrate, after acceptance shall be performed at the sole expense of this Trade Contractor.
5. Trade Contractor to coordinate with other Trade Contractors for all construction purposes.
6. Trade Contractor has cross referenced all General, Civil, Architectural, Structural, Mechanical, Electrical, and Demolition Drawings, and include all required costs for a complete scope per the bid packages and specification sections being proposed upon. If a discrepancy exists on the plans, either notify Loeffler Construction & Consulting in writing prior to the bid date so that the issue can be resolved via an addendum, or include the more expensive option in the base bid.
7. Loeffler Construction & Consulting will provide each Trade Contractor with electronic files of the plans and specifications. It will be this Trade Contractor's responsibility to print hard copies of the plans and any subsequent change documents as needed if awarded the project.
8. At a minimum, Trade Contractor will comply with OSHA regulations and Loeffler Construction & Consulting's Safety Program during the course of the project (including leading edge retractable for all leading-edge work)

9. Trade Contractor must coordinate all work and deliveries with Loeffler Construction & Consulting's onsite Superintendent.
10. Trade Contractor shall store materials in a safe manner which will be secure, dry, and permit easy access for inspection and identification. Location shall be coordinated with the Contractor prior to delivery.
11. Trade Contractor agrees that storage space onsite is limited and not guaranteed, and if such storage is allowed, all items shall be relocated as necessary for the progress of the Work as determined by the Contractor. Such relocation shall be done by this Trade Contractor at no additional cost.
12. Trade Contractor is responsible for all offloading shall have on-site representation for receipt of all deliveries to include offloading. Any offloading performed by the Contractor shall be paid for by Trade Contractor.
13. Trade Contractor shall include all fees, permits, inspections, hoisting, lifting, scaffolding, and equipment required to complete this Scope of Work.

14. Loeffler makes no guarantee that temporary power will be operational at the start and duration of the Trade Contractors scope of work. Trade Contractors shall provide a means of power to perform their work, if temporary power is not available.
15. Trade Contractor shall take all necessary measures to protect existing construction and equipment from damage and shall repair damage caused by their employees and equipment.
16. Trade Contractor shall be responsible for the cost of re-work and re-inspection fees because of testing or inspection failure.

17. All Close-Out documents must be submitted to Loeffler Construction & Consulting within 10 days of the project Substantial Completion date. Final payment and retainage will be held until all Close-Out documents have been received. All Close-Out documents shall be issued in both hard copy and electronic format (PDF).
18. Each Trade Contractor will provide daily cleaning of their work areas. Debris shall be placed in dumpsters provided by Loeffler. This shall be coordinated with the Project Superintendent. If your company fails to meet this requirement, Loeffler will back charge accordingly.
19. Trade Contractor Project Manager and their Foreman shall participate in a mandatory pre-installation meeting prior to beginning any work.
20. Trade Contractor understand that Loeffler follows COVD-19 guidance as prepared by the CDC, OSHA and other public officials.
21. Include multiple mobilizations as necessary to complete your respective scope(s) of work.
22. Trade Contractors performing any structural penetrations shall include GPR scanning prior to starting.

13.4 – New APU (Alternate 1B)

Specifications Included:

13 11 13	13 11 17	13 11 19

Scope of Work:

1. Include alternate price for removing and replacing the existing APU for a new APU per Keynote E on AQ130.
2. Include multiple mobilizations as required to complete this scope of work.
3. Include removal and disposal of all items replaced by this scope.
4. Include the protection of all existing property. Trade Contractor will be responsible for fixing and restoring any affected areas back to like new conditions.
5. Trade Contractor is responsible to maintain means of ingress and egress while working onsite.
6. Apply, pay for, and procure all required permits for this scope of work.
7. Include unloading, handling and protection of all your own material and equipment.
8. Include all tools, material, hoisting and equipment as required to complete this scope of work.
9. Trade Contractor acknowledges that storage onsite is limited and agrees that materials will be stored offsite until they are ready to be installed as determined by the onsite Superintendent.

Unit Prices:

#:	Description:	Total Amount:	Circle Add / Deduct:
_____	_____	$ _____	ADD / DEDUCT
_____	_____	$ _____	ADD / DEDUCT

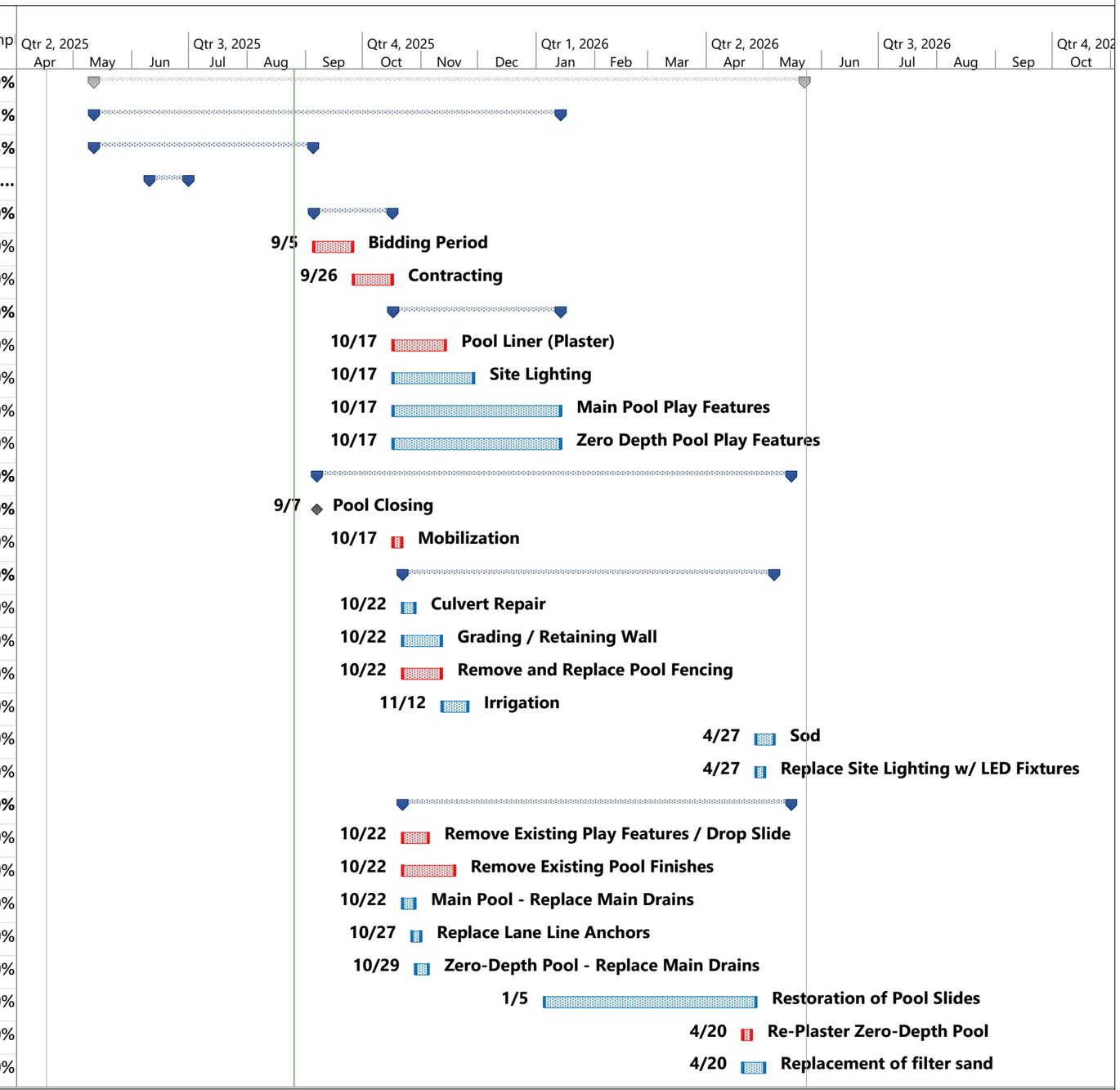
Richfield - Veteran' Park Improvments

Preliminary Schedule

Tue 8/26/25

LOEFFLER CONSTRUCTION & CONSULTING

ID	Task Name	Duration	Start	Finish	% Comp
0	**Richfield Veterans Park Improvements - Aquatics Area**	**264 day**	**Mon 5/12/25**	**Sat 5/23/26**	**9%**
51	**Pool Preconstruction**	**171 day**	**Mon 5/12/25**	**Tue 1/13/26**	**21%**
52	**Design Services**	**81 days**	**Mon 5/12/25**	**Thu 9/4/25**	**65%**
55	**Estimating**	**15 days**	**Tue 6/10/25**	**Mon 6/30/25**	**10...**
57	**Trade Contractor Bidding**	**30 days**	**Fri 9/5/25**	**Thu 10/16/25**	**0%**
58	Bidding Period	3 wks	Fri 9/5/25	Thu 9/25/25	0%
59	Contracting	3 wks	Fri 9/26/25	Thu 10/16/25	0%
60	**Procurement**	**60 days**	**Fri 10/17/25**	**Tue 1/13/26**	**0%**
61	Pool Liner (Plaster)	4 wks	Fri 10/17/25	Thu 11/13/25	0%
62	Site Lighting	6 wks	Fri 10/17/25	Fri 11/28/25	0%
63	Main Pool Play Features	12 wks	Fri 10/17/25	Tue 1/13/26	0%
64	Zero Depth Pool Play Features	12 wks	Fri 10/17/25	Tue 1/13/26	0%
1	**Construction - Pool (Schedule to be Confirmed)**	**177 day**	**Sun 9/7/25**	**Fri 5/15/26**	**0%**
25	**Pool Closing**	**0 days**	**Sun 9/7/25**	**Sun 9/7/25**	**0%**
2	Mobilization	3 days	Fri 10/17/25	Tue 10/21/25	0%
27	**Exterior Site Work**	**138 day**	**Wed 10/22/2**	**Wed 5/6/26**	**0%**
28	Culvert Repair	1 wk	Wed 10/22/2	Tue 10/28/25	0%
29	Grading / Retaining Wall	3 wks	Wed 10/22/2	Tue 11/11/25	0%
33	Remove and Replace Pool Fencing	3 wks	Wed 10/22/2	Tue 11/11/25	0%
31	Irrigation	2 wks	Wed 11/12/2	Tue 11/25/25	0%
30	Sod	8 days	Mon 4/27/26	Wed 5/6/26	0%
32	Replace Site Lighting w/ LED Fixtures	1 wk	Mon 4/27/26	Fri 5/1/26	0%
34	**Aquatics**	**145 day**	**Wed 10/22/2**	**Fri 5/15/26**	**0%**
35	Remove Existing Play Features / Drop Slide	2 wks	Wed 10/22/2	Tue 11/4/25	0%
36	Remove Existing Pool Finishes	20 days	Wed 10/22/2	Tue 11/18/25	0%
46	Main Pool - Replace Main Drains	1 wk	Wed 10/22/2	Tue 10/28/25	0%
44	Replace Lane Line Anchors	1 wk	Mon 10/27/2	Fri 10/31/25	0%
45	Zero-Depth Pool - Replace Main Drains	1 wk	Wed 10/29/2	Tue 11/4/25	0%
37	Restoration of Pool Slides	16 wks	Mon 1/5/26	Mon 4/27/26	0%
38	Re-Plaster Zero-Depth Pool	1 wk	Mon 4/20/26	Fri 4/24/26	0%
49	Replacement of filter sand	2 wks	Mon 4/20/26	Fri 5/1/26	0%



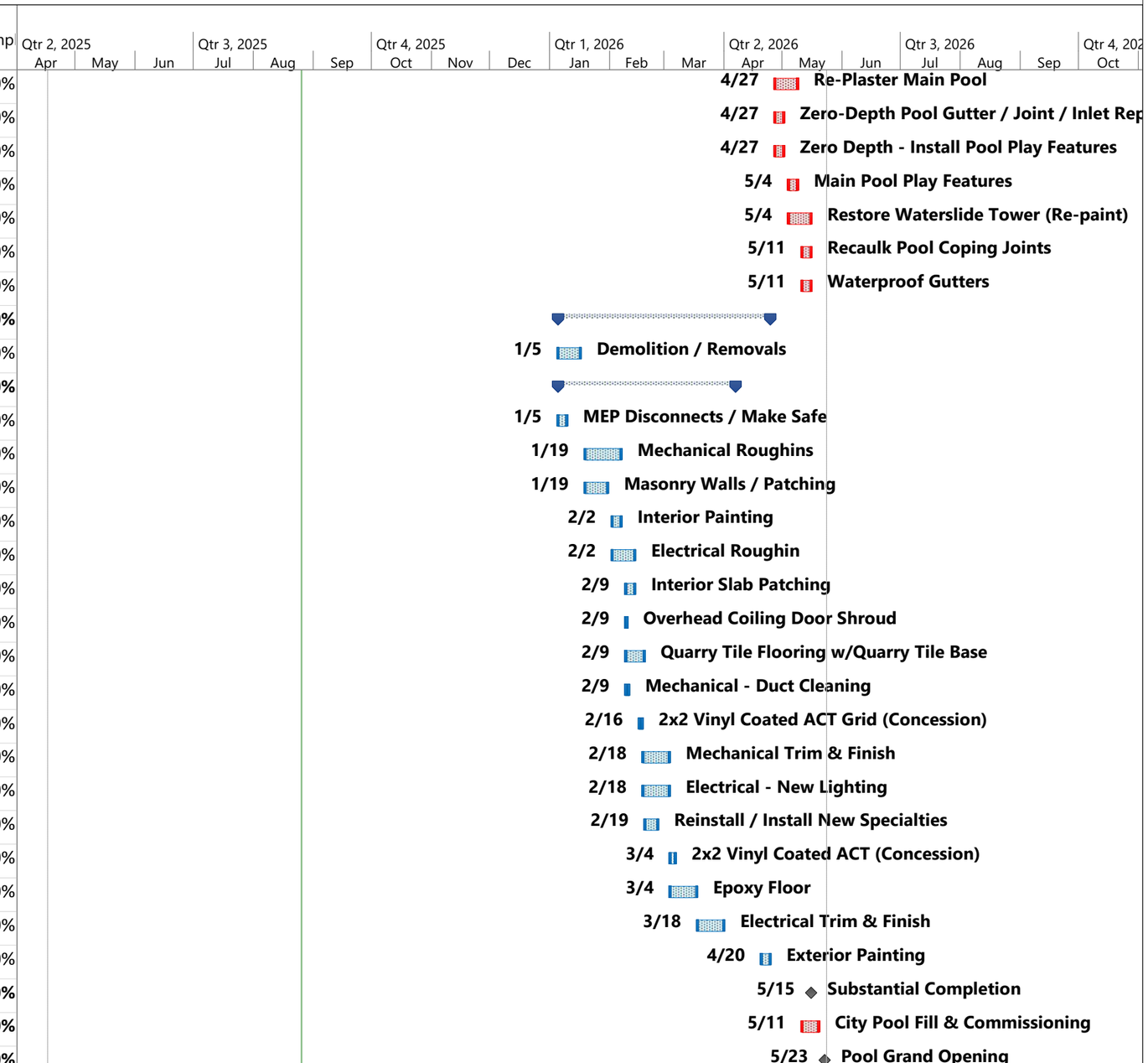
Richfield - Veteran' Park Improvments

Preliminary Schedule

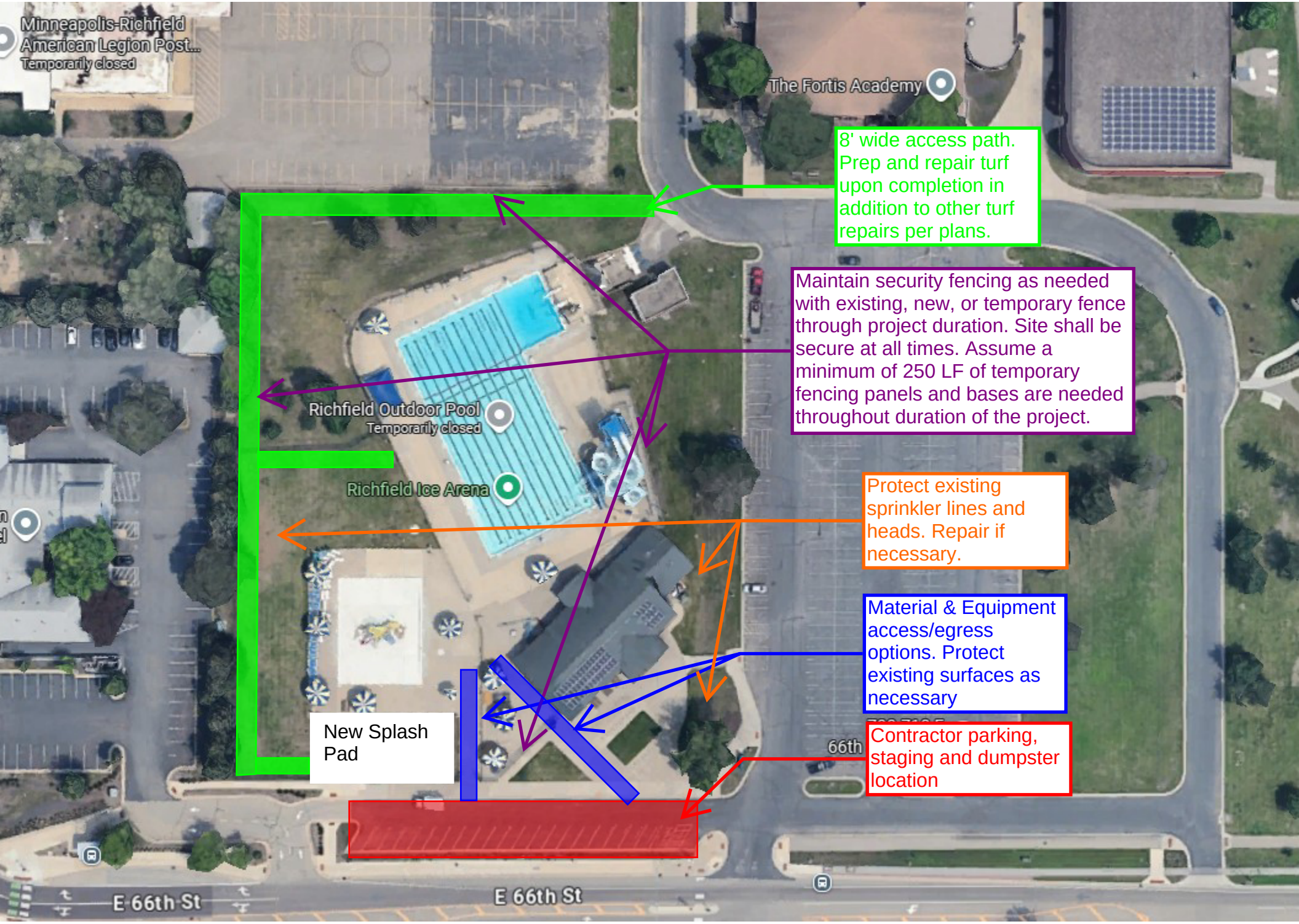
Tue 8/26/25

LOEFFLER CONSTRUCTION & CONSULTING

ID	Task Name	Duration	Start	Finish	% Comp
39	Re-Plaster Main Pool	2 wks	Mon 4/27/26	Fri 5/8/26	0%
42	Zero-Depth Pool Gutter / Joint / Inlet Repairs	1 wk	Mon 4/27/26	Fri 5/1/26	0%
43	Zero Depth - Install Pool Play Features	1 wk	Mon 4/27/26	Fri 5/1/26	0%
40	Main Pool Play Features	1 wk	Mon 5/4/26	Fri 5/8/26	0%
47	Restore Waterslide Tower (Re-paint)	2 wks	Mon 5/4/26	Fri 5/15/26	0%
41	Recaulk Pool Coping Joints	1 wk	Mon 5/11/26	Fri 5/15/26	0%
48	Waterproof Gutters	1 wk	Mon 5/11/26	Fri 5/15/26	0%
3	**Bath House Improvements**	**80 days**	**Mon 1/5/26**	**Fri 4/24/26**	**0%**
4	Demolition / Removals	2 wks	Mon 1/5/26	Fri 1/16/26	0%
5	**Temporary Heating**	**66 days**	**Mon 1/5/26**	**Mon 4/6/26**	**0%**
17	MEP Disconnects / Make Safe	1 wk	Mon 1/5/26	Fri 1/9/26	0%
18	Mechanical Roughins	3 wks	Mon 1/19/26	Fri 2/6/26	0%
24	Masonry Walls / Patching	2 wks	Mon 1/19/26	Fri 1/30/26	0%
15	Interior Painting	1 wk	Mon 2/2/26	Fri 2/6/26	0%
20	Electrical Roughin	2 wks	Mon 2/2/26	Fri 2/13/26	0%
8	Interior Slab Patching	1 wk	Mon 2/9/26	Fri 2/13/26	0%
10	Overhead Coiling Door Shroud	1 day	Mon 2/9/26	Mon 2/9/26	0%
11	Quarry Tile Flooring w/Quarry Tile Base	8 days	Mon 2/9/26	Wed 2/18/26	0%
21	Mechanical - Duct Cleaning	2 days	Mon 2/9/26	Tue 2/10/26	0%
12	2x2 Vinyl Coated ACT Grid (Concession)	2 days	Mon 2/16/26	Tue 2/17/26	0%
19	Mechanical Trim & Finish	2 wks	Wed 2/18/26	Tue 3/3/26	0%
22	Electrical - New Lighting	2 wks	Wed 2/18/26	Tue 3/3/26	0%
9	Reinstall / Install New Specialties	1 wk	Thu 2/19/26	Wed 2/25/26	0%
13	2x2 Vinyl Coated ACT (Concession)	3 days	Wed 3/4/26	Fri 3/6/26	0%
14	Epoxy Floor	2 wks	Wed 3/4/26	Tue 3/17/26	0%
23	Electrical Trim & Finish	2 wks	Wed 3/18/26	Tue 3/31/26	0%
16	Exterior Painting	1 wk	Mon 4/20/26	Fri 4/24/26	0%
26	**Substantial Completion**	**0 days**	**Fri 5/15/26**	**Fri 5/15/26**	**0%**
65	**City Pool Fill & Commissioning**	**7 days**	**Mon 5/11/26**	**Tue 5/19/26**	**0%**
50	**Pool Grand Opening**	**0 days**	**Sat 5/23/26**	**Sat 5/23/26**	**0%**



Site Logistics - Richfield Pool Renovation



AIA® Document A221™ – 2018

Work Order for use with Master Agreement Between Owner and Contractor

PROJECT-SPECIFIC WORK ORDER number 25112-03 made as of the 14 day of October in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Richfield
6700 Portland Avenue
Richfield, MN 55423

and the Construction Manager:
(Name, legal status, address, and other information)

Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
9202 202nd St. W., Suite 100
Lakeville, MN 55044
Telephone Number: 952.955.9119

for the following **PROJECT**:
(Name, location, and detailed description)

Veterans Park Improvements
6335 Portland Ave, Richfield, MN 55423

This work order is for the Construction phase of the Aquatic Center improvements. Tasks for the construction phase are outlined in Section 3.3 of the executed C132 Master Agreement. The scope of work being considered for the project is; pool liner re-finish, pool fencing updates, slide restoration, improvements to the life style pool, bath house interior upgrades, concessions room improvements, miscellaneous pool deck & site scopes.

The Architect for the Project:
(Name, legal status, address, and other information)

JLG Architects
710 South 2nd Street
Minneapolis, MN 55401
612-746-4260

THE CONTRACT
This Project-Specific Work Order, together with the Contract Documents enumerated herein, including the Master Agreement between Owner and Construction Manager dated the 15th day of May in the year 2025 form the Contract.
(In words, indicate day, month, and year.)

(Paragraph Deleted)

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Contractor's scope of Work, and related information, and is intended to be used with AIA Document A121™– 2018, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.

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TABLE OF ARTICLES

1 THE WORK OF THIS PROJECT-SPECIFIC WORK ORDER

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

4 PAYMENTS

5 INSURANCE AND BONDS

6 PARTY REPRESENTATIVES

7 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE WORK OF THIS PROJECT-SPECIFIC WORK ORDER

The Construction Manager shall execute the Work described in the Contract Documents enumerated in Article 7 of this Project-Specific Work Order, and any modifications issued after execution of this Project-Specific Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors for this Project:
(List name, legal status, address and other information.)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

N/A

.3 Civil Engineer:

Loucks
12755 Highway 55, Suite R100

.4 Other: *(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)*

§ 1.1.12 The Construction Manager's staffing plan as required by the Master Agreement shall include: *(List any specific requirements and personnel to be included in the staffing plan, if known.)*

See Attachment 1 - Staffing Matrix

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:
(List name, legal status, address and other information.)

N/A

.2 Other consultants:

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N/A

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

N/A

§ 1.1.15 Other Initial Information on which the Agreement is based:

N/A

§ 1.1.16 SUPPLEMENTAL SERVICES (as defined in the Master Agreement, Article 4)

Supplemental Services	**Responsibility** *(Construction Manager, Owner or not provided)*
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	N/A
§ 4.1.1.3 Commissioning	N/A
§ 4.1.1.4 Development of a commissioning plan	N/A
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Owner
§ 4.1.1.8 Assistance with site selection	N/A
§ 4.1.1.9 Assistance with selection of the Architect	Owner
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	Construction Manager
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Construction Manager
§ 4.1.1.14 Stakeholder relationships management	Owner
§ 4.1.1.15 Owner moving coordination	Owner
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Construction Manager
§ 4.1.1.17 Other Supplemental Services	N/A

Insert a description of each Supplemental Service designated above, if not further described in an exhibit attached to this document.

N/A

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Project-Specific Work Order.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Project-Specific Work Order.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: May 22, 2026

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

(Paragraph Deleted)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 3.2 below

(Paragraphs Deleted)

[ ] Other, in accordance with Section 3.5 below

(Paragraph Deleted)

§ 3.2 Stipulated Sum

§ 3.2.1 The Stipulated Sum shall be Three Hundred Forty Two Thousand Eight Hundred Eighty Nine Dollars and 00/100 ($ 342,889), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

N/A

§ 3.2.3 Unit prices, if any:
(Identify the item and state the unit price and any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 3.2.4 Allowances, if any, included in the Stipulated Sum:
(Identify each allowance.)

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Item	Price
N/A	

(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

(Paragraphs Deleted)

§ 3.5 Other

§ 3.5.1 The Contract Sum shall be determined in accordance with the following:
(Insert a description of how the Contract Sum will be determined.)

N/A

(Paragraphs Deleted)

ARTICLE 4 PAYMENTS

§ 4.1 Payments shall be in accordance with the Master Agreement, except as indicated below:
(Indicate all payment terms that differ from those set forth in the Master Agreement, such as period covered by each Application for Payment or date upon which each Application for Payment is due.)

Per Master Agreement

§ 4.2 Retainage will be withheld in accordance with the Master Agreement, except as indicated below:
(Indicate all retainage terms that differ from those set forth in the Master Agreement, such as retainage amount, items not subject to retainage, terms for reduction, or limitation of retainage.)

N/A

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 Insurance shall be in accordance with the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

N/A

§ 5.2 In addition to insurance requirements in the Master Agreement, the Construction Manager shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Construction Manager, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits
N/A	

§ 5.3 Pursuant to the Master Agreement, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars ($ $1,000,000.00) per claim and Two Million Dollars ($ $2,000,000.00) in the aggregate.

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§ 5.4 Pursuant to the Master Agreement, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than N/A ($) per claim and N/A ($) in the aggregate.

(Paragraph Deleted)

§ 5.6 The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	N/A
Performance Bond	N/A

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Project-Specific Work Order.

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.1.8 of the Master Agreement:
(List name, address, and other information.)

Karl Huemiller - Recreation Services Director
7000 Nicollet Avenue
Richfield MN 55423
Tel: (612) 861-9387
khuemiller@richfieldmn.gov
Telephone Number:

§ 6.2 The Construction Manager identifies the following representative in accordance with Section 1.1.11 of the Master Agreement:
(List name, address, and other information.)

Jon Cramer
Loeffler Construction & Consulting
9202 202nd St. W., Suite 100
Lakeville, MN 55044
Telephone Number: 952.955.9119

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

§ 7.1 The Contract Documents are defined in the Master Agreement and, except for Modifications issued after execution of this Project-Specific Work Order, are enumerated in the sections below.

§ 7.1.1 This Project-Specific Work Order

§ 7.1.2 The Master Agreement and all documents referenced and incorporated therein

§ 7.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 7.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Work Order.)

See Attachment 2 - Specifications

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Section	Title	Date	Pages
N/A			

§ 7.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Work Order.)

See Attachment 3 - Drawings

Number	Title	Date
N/A		

§ 7.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	9/15/2025	16
Addendum 2	9/19/2025	33
Addendum 3	9/26/2025	71

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ 7.1.7 Additional documents, if any, forming part of the Contract Documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

N/A

This Project-Specific Work Order entered into as of the day and year first written above.

(Table Deleted)

CITY OF RICHFIELD *(Signature)*

Mary B. Supple, Mayor
(Printed name and title)

CONSTRUCTION MANAGER*(Signature)*

Jon Cramer, President
(Printed name and title)

CITY OF RICHFIELD *(Signature)*

Katie Rodriguez, City Manager

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Additions and Deletions Report for

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Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:40:18 on 10/21/2025.

PAGE 1

PROJECT-SPECIFIC WORK ORDER number 25112-03 made as of the ~~day of~~ 14 day of October in the year 2025

...

City of Richfield
6700 Portland Avenue
Richfield, MN 55423

...

and the ~~Contractor~~Construction ~~:~~Manager:

...

Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
9202 202nd St. W., Suite 100
Lakeville, MN 55044
Telephone Number: 952.955.9119

...

Veterans Park Improvements
6335 Portland Ave, Richfield, MN 55423

This work order is for the Construction phase of the Aquatic Center improvements. Tasks for the construction phase are outlined in Section 3.3 of the executed C132 Master Agreement. The scope of work being considered for the project is; pool liner re-finish, pool fencing updates, slide restoration, improvements to the life style pool, bath house interior upgrades, concessions room improvements, miscellaneous pool deck & site scopes.

...

JLG Architects
710 South 2nd Street
Minneapolis, MN 55401
612-746-4260

...

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This Project-Specific Work Order, together with the Contract Documents enumerated herein, including the Master Agreement between Owner and ~~Contractor dated the~~ Construction Manager dated the 15th day of May in the year 2025 form the Contract.

...

~~form the Contract.~~

...

The Owner and ~~Contractor~~ Construction Manager agree as follows.

PAGE 2

TABLE OF ARTICLES

...

1 THE WORK OF THIS PROJECT-SPECIFIC WORK ORDER

...

ARTICLE 1 THE WORK OF THIS PROJECT-SPECIFIC WORK ORDER

...

The ~~Contractor~~ Construction Manager shall execute the Work described in the Contract Documents enumerated in Article 7 of this Project-Specific Work Order, and any modifications issued after execution of this Project-Specific Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

...

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors for this Project:

...

(List name, legal status, address and other information.)

...

.1 Land Surveyor:

...

N/A

...

.2 Geotechnical Engineer:

...

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N/A

...

.3 Civil Engineer:

...

Loucks

...

12755 Highway 55, Suite R100

...

.4 Other: *(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)*

...

§ **1.1.12** The Construction Manager's staffing plan as required by the Master Agreement shall include: *(List any specific requirements and personnel to be included in the staffing plan, if known.)*

...

See Attachment 1 - Staffing Matrix

...

§ **1.1.13** The Construction Manager's consultants retained under Basic Services, if any:

...

.1 Cost Estimator:

...

(List name, legal status, address and other information.)

...

N/A

...

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.2 Other consultants:

N/A

...

§ **1.1.14** The Construction Manager's consultants retained under Additional Services:

...

N/A

...

§ **1.1.15** Other Initial Information on which the Agreement is based:

...

N/A

...

§ **1.1.16 SUPPLEMENTAL SERVICES (as defined in the Master Agreement, Article 4)**

...

Supplemental Services	**Responsibility** *(Construction Manager, Owner or not provided)*
§ **4.1.1.1** Measured drawings	Owner
§ **4.1.1.2** Tenant-related services	N/A
§ **4.1.1.3** Commissioning	N/A
§ **4.1.1.4** Development of a commissioning plan	N/A
§ **4.1.1.5** Sustainable Project Services pursuant to Section 4.1.3	N/A
§ **4.1.1.6** Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ **4.1.1.7** Furniture, furnishings and equipment procurement assistance	Owner
§ **4.1.1.8** Assistance with site selection	N/A
§ **4.1.1.9** Assistance with selection of the Architect	Owner
§ **4.1.1.10** Furnish land survey	Owner
§ **4.1.1.11** Furnish geotechnical engineering services	Owner
§ **4.1.1.12** Provide insurance advice	Construction Manager
§ **4.1.1.13** Provide supplemental Project risk analysis and mitigation strategies	Construction Manager
§ **4.1.1.14** Stakeholder relationships management	Owner
§ **4.1.1.15** Owner moving coordination	Owner
§ **4.1.1.16** Coordination of Owner's Separate Contractors	Construction Manager

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§ 4.1.1.17 Other Supplemental Services	N/A

...

Insert a description of each Supplemental Service designated above, if not further described in an exhibit attached to this document.

...

N/A

...

[X] The date of this Project-Specific Work Order.

PAGE 4

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Project-Specific Work Order.

...

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the ~~Contractor~~ Construction Manager shall achieve Substantial Completion of the entire Work:

...

[X] By the following date: May 22, 2026

...

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the ~~Contractor~~ Construction Manager shall achieve Substantial Completion of such portions by the following dates:

...

N/A

...

~~**§ 2.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.6.~~

...

§ 3.1 The Owner shall pay the ~~Contractor~~ Construction Manager the Contract Sum in current funds for the ~~Contractor's~~ Construction Manager's performance of the Contract. The Contract Sum shall be one of the following:

...

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[X] Stipulated Sum, in accordance with Section 3.2 below

...

~~[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below~~

...

~~[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below~~

...

~~*(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)*~~

...

§ 3.2.1 The Stipulated Sum shall be Three Hundred Forty Two Thousand Eight Hundred Eighty Nine Dollars and 00/100 ($ 342,889), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

PAGE 5

N/A

...

~~**§ 3.3 Cost of the Work plus Contractor's Fee**~~

...

~~**§ 3.3.1** The Cost of the Work is as defined in AIA Document A121™–2018 Exhibit A, Determination of the Cost of the Work.~~

...

~~**§ 3.3.1.1** The following costs are subject to the Owner's prior approval:~~

...

~~**§ 3.3.2** The Contractor's Fee:~~

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...

~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)*~~

...

~~**§ 3.4 Cost of the Work plus Contractor's Fee with a Guaranteed Maximum Price**~~

...

~~**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

...

~~**§ 3.4.1.1** The following costs are subject to the Owner's prior approval:~~

...

~~**§ 3.4.2** The Contractor's Fee:~~

...

~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)*~~

...

~~**§ 3.4.3 Guaranteed Maximum Price**~~

...

~~**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.~~

...

~~*(Insert specific provisions if the Contractor is to participate in any savings.)*~~

...

~~**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:~~

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...

~~*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*~~

...

~~**§ 3.4.3.3** Unit Prices, if any:~~

...

~~*(Identify the item and state the unit price and any applicable quantity limitations.)*~~

...

~~**Item**~~	~~**Units and Limitations**~~	~~**Price Per Unit ($0.00)**~~

...

~~**§ 3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price:~~

...

~~*(Identify each allowance.)*~~

...

~~**Item**~~	~~**Price**~~

...

~~**§ 3.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

...

~~**§ 3.4.3.6** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.~~

...

~~**§ 3.4.3.7** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents~~

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~~to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.~~

...

N/A

...

~~**§ 3.6** Liquidated damages, if any:~~

...

~~*(Insert terms and conditions for liquidated damages, if any.)*~~

...

§ 4.1 Payments shall be in accordance with ~~Article 3 of~~ the Master Agreement, except as indicated below:

...

Per Master Agreement

...

§ 4.2 Retainage will be withheld in accordance with ~~Article 3 of~~ the Master Agreement, except as indicated below:

...

N/A

...

§ 5.1 Insurance shall be in accordance with ~~Article 15 of~~ the Master Agreement, except as indicated below:

...

N/A

...

§ 5.2 In addition to insurance requirements in the Master Agreement, the ~~Contractor~~ Construction Manager shall carry the following types of insurance.

...

(List below any other insurance coverage to be provided by the ~~Contractor,~~ Construction Manager, not otherwise set forth in the Master Agreement, and any applicable limits.)

...

N/A

...

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§ 5.3 Pursuant to ~~section 15.1.7 of~~ the Master Agreement, the ~~Contractor~~ Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars ($ $1,000,000.00) per claim and Two Million Dollars ($ $2,000,000.00) in the aggregate.

PAGE 6

§ 5.4 Pursuant to ~~section 15.1.8 of~~ the Master Agreement, the ~~Contractor~~ Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than N/A ($) per claim and N/A ($) in the aggregate.

...

~~**§ 5.5** Pursuant to section 15.1.9 of the Master Agreement, the Contractor shall procure a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

§ 5.6 The ~~Contractor~~ Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

...

Payment Bond	N/A
Performance Bond	N/A

...

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Project-Specific Work Order.

...

§ 6.1 The Owner identifies the following representative in accordance with Section ~~1.4.1~~ 1.1.8 of the Master Agreement:

...

Karl Huemiller - Recreation Services Director
7000 Nicollet Avenue
Richfield MN 55423
Tel: (612) 861-9387
khuemiller@richfieldmn.gov
Telephone Number:

...

§ 6.2 The ~~Contractor~~ Construction Manager identifies the following representative in accordance with Section ~~1.5.1~~ 1.1.11 of the Master Agreement:

...

Jon Cramer
Loeffler Construction & Consulting
9202 202nd St. W., Suite 100

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Lakeville, MN 55044
Telephone Number: 952.955.9119

...

§ 7.1 The Contract Documents are defined in ~~Section 5.2 of~~ the Master Agreement and, except for Modifications issued after execution of this Project-Specific Work Order, are enumerated in the sections below.

...

§ 7.1.1 This Project-Specific Work Order

...

§ 7.1.2 The Master Agreement and all documents referenced and incorporated therein

...

Document	Title	Date	Pages
N/A			

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

...

See Attachment 2 - Specifications

PAGE 7

N/A

...

See Attachment 3 - Drawings

...

N/A

...

Addendum 1	9/15/2025	16
Addendum 2	9/19/2025	33
Addendum 3	9/26/2025	71

...

N/A

...

This Project-Specific Work Order entered into as of the day and year first written above.

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...

~~**OWNER** *(Signature)*~~

~~*(Printed name and title)*~~

~~**CONTRACTOR** *(Signature)*~~

~~*(Printed name and title)*~~

...

CITY OF RICHFIELD *(Signature)*

Mary B. Supple, Mayor

(Printed name and title)

CONSTRUCTION MANAGER*(Signature)*

Jon Cramer, President

(Printed name and title)

CITY OF RICHFIELD *(Signature)*

Katie Rodriguez, City Manager

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jon Cramer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:40:18 on 10/21/2025 under Order No. 20250106427 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A221™ - 2018, Work Order for use with Master Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____
(Signed)

President
(Title)

10/21/25
(Dated)

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User Notes:

PROJECT: Veterans Park - Aquatic Improvements
CLIENT: City of Ritchfield
DATE: October 21, 2025
Construction Phase Cost Proposal

LOEFFLER CONSTRUCTION & CONSULTING

PROJECT PERSONNEL		Quantity	Unit	Unit Cost	Total
Project Executive:	Will Forbord	51	HRS	$ 170.00	$ 8,646
Project Manager:	John Barrick	407	HRS	$ 140.00	$ 56,960
Project Engineer:	Sam Eccles	407	HRS	$ 125.00	$ 50,857
Superintendent:	Ryan Villigan	906	HRS	$ 135.00	$ 122,271
Project Admin / EEO Coordinator:	Michelle O'Rourke	102	HRS	$ 90.00	$ 9,154
	Construction Phase Total:	**1,872**	**HRS**		**$ 247,889**

CMaR PROPOSAL	Quantity	Unit	Unit Cost	Total
Construction Phase:	1,872	HRS		$ 247,889
Construction Management Fee:	1	LS	2.50%	$ 95,000
			CMaR Proposal Total:	**$ 342,889**

Construction Management Fee is based on the Final Cost of Work defined in the AIA-A132, AIA-A232
The Current Estimated Cost of Work is: $3,301,789.00

LOEFFLER
CONSTRUCTION & CONSULTING

Printed on Tue Oct 14, 2025 at 12:09 pm CDT

Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Title	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 01 05	Certifications Page	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 01 10	Table of Contents	1	09/19/25	09/19/25	Addendum 2 Specifications - Richfield Pool
00 11 13	Advertisement for Bids	1	09/15/25		Addendum 1 Specifications - Richfield Pool
00 21 00	Instructions to Bidders	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 24 00	Scopes of Work	1	09/19/25		Addendum 2 Specifications - Richfield Pool (Loeffler Front End Specs)
00 26 00	Procurement Substitution Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 31 00	Preliminary Schedule	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 41 00	Bid Form	3	09/26/25		Addendum 3 Specifications - Richfield Pool
00 45 00	Qualification Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
00 52 00	Example Subcontract	1	09/26/25		Addendum 3 Specifications - Richfield Pool
00 73 19	Health and Safety Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 - General Requirements					
01 10 00	Summary	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 23 00	Alternates	1	09/19/25	09/19/25	Addendum 2 Specifications - Richfield Pool
01 25 00	Substitution Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 30 00	Administrative Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 35 26	Subcontractor Site Specific Safety Plan Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 40 00	Quality Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 45 33	Code-Required Special Inspections and Procedures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 55 00	Site Logistics & Staging	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 60 00	Product Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 61 16	Volatile Organic Compound (VOC) Content	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 70 00	Execution and Closeout Requirements	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 74 19	Construction Waste Management and Disposal	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
01 78 00	Closeout Submittals	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
02 - Existing Conditions					
02 41 00	Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
02 41 13	Selective Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
03 - Concrete					
03 20 00	Concrete Reinforcing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
03 30 00	Cast-In-Place Concrete	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

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Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Number	Description	Revision	Issued Date	Received Date	Set
04 - Masonry					
04 20 00	Unit Masonry	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
05 - Metals					
05 50 00	Metal Fabrications	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
05 51 33	Metal Crossover Bridges	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
07 - Thermal and Moisture Protection					
07 84 00	Firestopping	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
07 92 00	Joint Sealants	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
09 - Finishes					
09 51 00	Acoustical Ceilings	1	09/19/25	09/19/25	Addendum 2 Specifications - Richfield Pool
09 67 00	Fluid-Applied Flooring	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
09 96 00	High-Performance Coatings	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 - Specialties					
10 21 13.19	Plastic Toilet Compartments	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 26 00	Wall and Door Protection	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 28 00	Toilet, Bath, and Laundry Accessories	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
10 51 26	Plastic Lockers and Benches	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 - Special Construction					
13 11 13	Below Grade Swimming Pools	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 14	Swimming Pool Structures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 15	Swimming Pool Finishes	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 16	Swimming Pool Piping & Valves	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 17	Swimming Pool Equipment & Accessories	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
13 11 19	Fiberglass Waterslides	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 - RESERVED FOR FUTURE EXPANSION					
20 10 00	Mechanical General Provisions	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 20 00	Mechanical Demolition	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 50 00	Basic Materials and Methods	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 70 00	Electrical Motors and Wiring	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
20 80 00	Painting and Identification	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 - Plumbing					
22 07 00	Plumbing Insulation	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 10 00	Plumbing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 30 00	Plumbing Equipment	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
22 40 00	Plumbing Fixtures	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

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Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Number	Description	Revision	Issued Date	Received Date	Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 01 30	HVAC Air-Distribution System Cleaning	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 05 93	HVAC Testing Adjusting and Balancing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 07 00	HVAC Insulation	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 11 00	Fuel Piping	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 23 00	Refrigeration Piping System	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 30 00	HVAC Air Distribution	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
23 34 23	HVAC Power Ventilators	0	09/19/25	09/19/25	Addendum 2 Specifications - Richfield Pool
23 37 13	Diffusers, Registers, and Grilles	0	09/19/25	09/19/25	Addendum 2 Specifications - Richfield Pool
23 81 00	Packaged Air Conditioners	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 - Electrical					
26 00 01	General Provisions	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 05	Selective Demolition for Electrical	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 19	Low-Voltage Electrical Power Conductors and Cables	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 26	Grounding and Bonding for Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 29	Hangers and Supports for Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 33	Raceways and Boxes	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 53	Identification For Electrical Systems	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 05 83	Wiring Connections	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 09 23	Lighting Control Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 24 16	Panelboards	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 27 26	Wiring Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 28 13	Fuses	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 28 16	Disconnect Switches	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 29 13	Motor Starters	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 43 00	Surge Protection Devices	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
26 51 00	Lighting	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
27 - Communications					
27 05 28	Low Voltage Raceway System - Communications	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
28 - Electronic Safety and Security					
28 05 28	Low Voltage Raceway System - Security	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 - Earthwork					
31 10 00	Site Clearing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 20 00	Earth Moving	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
31 25 00	Temporary Erosion and Sediment Control	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
32 - Exterior Improvements					
32 13 13	Concrete Paving	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

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Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Number	Description	Revision	Issued Date	Received Date	Set
32 31 13	Chain Link Fencing	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications
32 92 00	Turf and Grasses	0	09/10/25	09/05/25	Richfield Pool Improvement Bidding Specifications

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Job #: 25112 Veterans Memorial Park Improvement
6335 Portland Avenue
Richfield, Minnesota 55423

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A101	BATHHOUSE DEMOLITION PLAN	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A201	BATHHOUSE FLOOR PLAN	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A210	BATHHOUSE ROOF PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
A211	ENLARGED PLANS AND ELEVATIONS	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
A510	CROSSOVER BRIDGE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
A601	FINISH PLAN & FINISH KEY	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
A701	BATHHOUSE RCP	1	09/12/2025	09/12/2025	Addendum 1 (09/12/25)
AQ000	COVER SHEET	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ100	SITE PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ120	LAP POOL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ130	KIDDIE POOL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQ201	DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
AQD100	SITE PLAN - DEMOLITION	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Civil					
C101	EXISTING CONDITIONS PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
C102	SITE DEMOLITION PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
C201	SITE PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
C301	GRADING & EROSION CONTROL PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
C801	CIVIL DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Electrical					
E000	ELECTRICAL SYMBOLS AND SITE	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
E100	BATHHOUSE LIGHTING PLAN	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E200	BATHHOUSE POWER & SYSTEMS PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
ED100	BATHHOUSE DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
General					
G101	TITLE SHEET	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G120	MOUNTING HEIGHTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G121	MOUNTING HEIGHTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
G130	CODE REVIEW	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
General					
Cover	RICHFIELD POOL IMPROVEMENTS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Landscape					
L101	LANDSCAPE NOTES	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
L201	LANDSCAPE PLAN	2	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
L501	LANDSCAPE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
L502	LANDSCAPE DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
Mechanical					
M101	HVAC PLAN	1	09/25/2025	09/25/2025	Richfield Pool Improvements - Addendum 3 Drawings (09/25/25)
MD101	HVAC DEMOLITION PLAN	1	09/25/2025	09/25/2025	Richfield Pool Improvements - Addendum 3 Drawings (09/25/25)
Plumbing					
P200	UNDER FLOOR PLUMBING PLAN - MECHANICAL BLDG	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P201	ABOVE FLOOR PLUMBING PLAN - MECHANICAL BLDG	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P301	WASTE AND VENT RISER DIAGRAMS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
P302	WATER RISER DIAGRAMS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PD101	PLUMBING DEMOLITION PLAN	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM01	MECH TITLE SHEET, SYMBOLS & ABBREV.	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM02	MECHANICAL AND PLUMBING SCHEDULES	0	09/05/2025	09/10/2025	Richfield Pool Improvements

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					Drawings (09/05/25)
PM03	MECHANICAL AND PLUMBING DETAILS	0	09/05/2025	09/10/2025	Richfield Pool Improvements Drawings (09/05/25)
PM102	MECHANICAL ATTIC PLAN	1	09/25/2025	09/25/2025	Richfield Pool Improvements - Addendum 3 Drawings (09/25/25)
Structural					
S000	GENERAL STRUCTURAL NOTES & SCHEDULES	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
S100	OVERALL PLAN	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)
S200	STRUCTURAL DETAILS	1	09/19/2025		Addendum 2 Drawings - Richfield Pool (09/19/25)