ATCC-23 TRANSPORATION CENTER

ALEXANDRIA, MINNESOTA

PROJECT MANUAL

BID PACKAGE #2

FEBRUARY 27, 2026

LHB PROJECT NUMBER 230736

ATCC
Alexandria, Minnesota

Minnesota State
St. Paul, Minnesota

LHB, Inc.
Minneapolis, Minnesota

SECTION 00 0101
PROJECT TITLE PAGE

PROJECT:

ATCC-23 TRANSPORTATION CENTER

ADDRESS:

1601 Jefferson Street

Alexandria, Minnesota 56308

OWNER:

ALEXANDRIA TECHNICAL AND COMMUNITY COLLEGE

ADDRESS:

1601 Jefferson Street

Alexandria, MN 56308

MINNESOTA STATE

30 East 7th Street

St. Paul, Minnesota 55101

DESIGN TEAM:

LHB, INC.

Address: 701 Washington Avenue North, Suite 200, Minneapolis, Minnesota 55401

Main Contact: Sara Phillips

Phone: 612.752.6965

Email: Sara.Phillips@LHBcorp.com

HALLBERG ENGINEERING, INC.

Address: 5051 Miller Trunk Highway, Hermantown, Minnesota 55811

Contact: Ryan Lindahl

Phone: 218.206.2257

Email: RLindahl@hallbergengineering.com

INSPEC, INC.

Address: 1000 Parkers Lake Road, Suite 100, Wayzata, Minnesota 55391

Contact: Bruce Bungert

Phone: 763.546.3434

Email: bbungert@inspec.com

TRUE NORTH CONSULTING GROUP LLC

Address: 140 3rd Street South, Stillwater, Minnesota 55082

Contact: Nick Weber

Phone: 651.705.1242

Email: nick.weber@tncg.com

KVERNSTOEN, RONNHOLM & ASSOCIATES

Address: 1917 Coventry Court, St. Paul, Minnesota 55118

Contact: Sari Ronnholm

Phone: 612.374.3800

Email: sarir@kracoustics.com

CONTRACTOR TEAM:

TERRA CONSTRUCTION

Address: 21025 Commerce Blvd, Suite 1000, Rogers, MN 55374

Contact: Dalton Hauer

Phone: 763.463.0260

Email: DHauer@terragc.com

END OF SECTION

SECTION 00 0105
CERTIFICATIONS PAGE

PROJECT: ATCC-23 TRANSPORTATION CENTER

ALEXANDRIA, MINNESOTA

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and I am a duly licensed Architect, Professional Engineer, or Landscape Architect under the laws of the state of Minnesota.

ARCHITECT

LHB, INC.

RESPONSIBLE FOR SECTIONS 00 0101, 00 0105, 00 0110, 00 3100, 01 2200, 01 2300, 01 2500, 01 3000, 01 4000, 01 4533, 01 5813, 01 6000, 01 6116, 01 6116.01, 01 7000, 01 7419, 01 7800, 01 7900, 01 8113, AND 02 4100; DIVISIONS 6, 7. 8, 9, 10, AND 12

Name: Sara Phillips License No. 43551

Date: February 27, 2026

STRUCTURAL ENGINEER

LHB, INC.

RESPONSIBLE FOR DIVISIONS 3, 4, AND 5

Name: Gregg Curtis License No. 40883

Date: February 27, 2026

MECHANICAL ENGINEER

LHB, INC.

RESPONSIBLE FOR DIVISIONS 21, 22, AND 23

Name: Ryan Thorson License No. 41496

Date: February 27, 2026

ELECTRICAL ENGINEER

HALBERG ENGINEERING LLC

RESPONSIBLE FOR DIVISIONS 26



Name: Ryan Lindahl License No. 46731

Date: February 27, 2026

CIVIL ENGINEER

LHB, INC.

RESPONSIBLE FOR DIVISIONS 31, 32 EXCLUDING THOSE SECTIONS PROVIDED BY LANDSCAPE ARCHITECT, AND 33; SECTIONS 01 5713, 01 7100, AND 01 7123



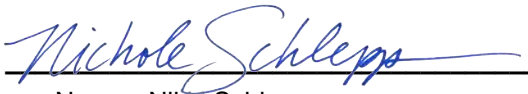
Name: Jordan Cabak License No. 52249

Date: February 27, 2026

LANDSCAPE ARCHITECT

LHB, INC.

RESPONSIBLE FOR SECTIONS 32 1543, 32 3300, 32 3313, 32 8000, 32 9219, 32 9223, AND 32 9300



Name: Nikki Schlepp License No. 50143

Date: February 27, 2026

ROOFING

INSPEC, INC.

RESPONSIBLE FOR SECTIONS 06 1005, 07 5300, AND 07 6205



Name: Kaliann Behrens License No. 60490

Date: February 27, 2026

TECHNOLOGY CONSULTANT

TRUE NORTH CONSULTING GROUP

RESPONSIBLE FOR DIVISIONS 27



Name: Nick Weber

Date: February 27, 2026

END OF SECTION

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   2. Asbestos Inspection Update, 800 Building dated January 2, 2026
   3. Record Drawings, New Trucking Program Facility (800 Building), dated August 17, 1992
   4. Design Phase Geotechnical Evaluation dated April 24, 2024
   5. Commissioning Plan dated January 28, 2026 - Provided by Questions and Solutions Engineering.
   6. Owner's Project Requirements dated December 22, 2025 Rev1 - Provided by Questions and Solutions Engineering.
   7. ATCC-23 Transportation Center Basis of Design dated February 2026

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END OF SECTION

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SECTION 00 11 13

ADVERTISEMENT FOR BIDS

Bids For: **ATCC-23 TRANSPORTATION CENTER – BID PACKAGE #02**

Email to: Dalton Hauer at dhauer@terragc.com

Completed bids are due to the above noted Terra representative at **2:00PM** CST on **March 24th, 2026**. Contractors are to deliver bids via email.

Project Scope: Bid Package #02 of this project encompasses the following Bid Categories, defined by Terra Construction in specification Section 01 1202 Bid Category Descriptions. The entirety of the project consists of demolishing the existing transportation building, and in it's place, building a new precast structure:

- 01A Final Clean
- 03A Concrete
- 04A Masonry
- 05C Steel (Supply & Install)
- 06C Carpentry (Labor)
- 06E Casework
- 07F Waterproofing & Air Barrier
- 07L Roofing
- 07N Joint Sealants
- 08A Doors, Frames, Hardware (Supply)
- 08C Glass & Glazing
- 08G Overhead Doors
- 09A Gypsum Board
- 09B Tile
- 09C ACT
- 09E Flooring
- 09H Fluid Applied Flooring
- 09J Painting & Wallcovering
- 10A Specialties (Supply)
- 10B Signage
- 12A Window Treatments
- 21A Fire Suppression
- 22B Plumbing, Piping, & Mechanical
- 26A Electrical (26, 27, 28)
- 31C Earthwork & Utilities
- 32A Bituminous
- 32B Site Concrete
- 32F Landscaping

This project will be managed by Terra Construction as the Construction Manager. The scope of work will be bid and awarded by separate, distinct Bid Categories outlined in Specification Section 01 1202. Bidders shall review all Bid Categories to determine which category they will provide a bid for.

There will be a non-mandatory pre-bid virtual meeting on March 10th, 2026 at 10:00am. Terra will issue a meeting invitation the week of March 2nd, 2026 to all bidders. All questions are due to Terra by end of the day March 13th, 2026.

The project includes Bid Categories as indicated in Spec Section 01 1202. Refer to the drawings and specification sections. Refer to 01 1216 for specific work sequencing and milestone schedules.

Bid documents are available to pre-qualified contractors only. If you need access, please contact Dalton Hauer at dhauer@terragc.com.

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

1. COMPLETING BID FORM 00 41 13

A. **SUBMITTED BY:** Insert legal name of firm submitting bid.

B. **BID CHECKLIST:** Before submitting bid, check off each required attachment.

C. **EXAMINATION OF SITE AND DOCUMENTS:** Bidders shall examine all documents, shall visit the site and record their own investigations, and shall inform themselves of all conditions under which the Work is to be performed at the site of the Work, the structure of the ground, the obstacles which may be encountered, all of the conditions of the documents, including superintendence of the Work, requirements of temporary facilities, time of completion, furnishing submittals and a list of Subcontractors, and all other relevant matters which may affect the Work or the bidding. The Bidder shall base the bid on materials complying with the Bidding Documents, Drawings and Specifications, and shall list all information where the Bid Form requires.

D. **STATE EXCISE AND USE TAX:** Bids are to INCLUDE any and all local, State or Federal sales, excise, or use taxes on all materials, supplies, and equipment that are to be utilized on this project, unless noted otherwise.

E. **INTERPRETATIONS AND CHANGES BY ADDENDA:** See Section 00 4113, Bid Form. If any Bidder is in doubt as to the meaning of any part of the Bidding Documents, Drawings and Specifications, they may submit a written request to Terra Construction for an interpretation of that part. Any interpretation or change will be made only by Addenda. Terra Construction, the Owner or Architect will not be responsible for any other explanations or interpretations of the Bidding Documents.

F. **ADDENDA ACKNOWLEDGEMENT:** All Addenda shall become part of this bid and the Contract. As acknowledgement of this requirement, the Bidder shall insert the numbers of all Addenda included in this bid in the space provided in on the Bid Form. Failure to list all Addenda issued may be cause for rejection. Insert the **Addendum Numbers** to acknowledge and to verify that you have seen the addendum and have incorporated the requirements into the bid proposal.

G. **PREPARATION OF BID FOR CONTRACT WORK - BASE BID AND ALTERNATES**: See Section 00 4113, Bid Form. The Base Bid is for the total scope of Work as described in the Contract Documents. The Bidder shall submit their bids on the Bid Form furnished. If the Bid Form includes Alternates, Bidders shall bid on each Alternate.

H. **BASE BID:** The Base Bid is for the total scope of Work as described in the Contract Documents.

I. **ALTERNATES:** If the Bid Form includes Alternates, Bidders shall bid on each Alternate.

J. **QUALIFIED BID:** The Bidder shall not stipulate in the bid any condition not contained in the Bidding Documents, Drawings, Specifications or other documents submitted for bid.

K. **PREPARATION OF BID FOR CONTRACT WORK:** The blank spaces on the Bid Form shall be filled in correctly with ink or typewritten. A Bid Form containing an alteration or erasure of any item or price contained in the bid which is used to determine the lowest responsible bid shall be rejected unless the alteration or erasure is corrected as herein provided. An alteration or erasure must be crossed out and the correction printed in ink or typewritten adjacent to the alterations or erasure. In addition, the person signing the bid must initial the correction in ink.

L. **DELIVERY OF BID:** **Submit bids via email as directed in Spec Section 00 11 13.**
   1. To obtain documents, contractors must be prequalified. If you are and need access to plans, contact Dalton Hauer at dhauer@terragc.com.

M. **CONSIDERATION OF BID:** In submitting this bid it is understood that Terra Construction reserves the right to reject any and all bids. For the purpose of determining the lowest responsive bid in the

consideration of all bids submitted, Terra Construction reserves the right to accept or reject any or all alternates in any order in which they appear on the Bid Form and as they may consider in the best interests of Terra Construction and Owner.

N. **BID WITHDRAWL:** It is agreed that the Bidder will honor the bid amount and cannot be withdrawn until after the number of calendar days as stated on the Bid Form.

2. **SUBMITTALS:**

Submit all required Documents and Attachments as applicable to the Project.

A. **RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE**

See **Section 00 4313:** Responsible Contractor Verification and Certification of Compliance. All prequalified bidders have completed this requirement during the Request For Qualifications period.

B. **BID FORM AND CERTIFICATION**

a. **BID FORM 00 4113**
The Bidder shall provide the bid form filled out legibly with intended bid packages, and corresponding bid amounts in the fields provided.

b. **COMPANY NAME**
The Bidder shall provide their company's legal name.

c. **STATE OF INCORPORATION**
If Bidder is a corporation, list state of incorporation.

d. **NAMES OF PARTNERS**
Bids from individuals or partnerships, if signed by an attorney-in-fact, shall have attached to the bid the power of attorney, evidencing the authority to sign the bid. If the bid is signed by any other legal entity, the authority of the person signing shall be attached to the bid. See Section 00 4113, Bid Form, Bid Certification. If Bidder is a partnership, list the full names of the partners.

e. **COMPANY ADDRESS:**
Provide the Company's Official address **(NO PO BOX NUMBERS)**.

f. **CONTACT INFORMATION:**
Provide the Company's Telephone and E-Mail address.

END OF SECTION

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SECTION 00 3100
AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 EXISTING CONDITIONS

A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders and attached to this Section, but will not be part of Contract Documents, as follows:

B. Asbestos Report 800 Building dated January 23, 2024.

C. Asbestos Inspection Update, 800 Building dated January 2, 2026.

D. Record Drawings, New Trucking Program Facility (800 Building), dated August 17, 1992.

E. Geotechnical Report: Entitled Design Phase Geotechnical Evaluation, dated April 24, 2024.

F. Commissioning Plan - Provided by Questions and Solutions Engineering dated January 28, 2026.

G. Owner's Project Requirements dated December 22, 2025 Rev1.

H. ATCC-23 Transportation Center Basis of Design dated February 2026

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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REPORT OF:
ASBESTOS AND REGULATED MATERIAL INSPECTION

800 BUILDING
ALEXANDRIA TECHNICAL COLLEGE

LEGEND No. 2400036

January 23, 2024

Submitted by:

LEGEND TECHNICAL SERVICES, INC.
88 Empire Drive
St. Paul, MN 55103
651/642-1150

LEGEND
Technical Services, Inc.

88 Empire Drive • St. Paul, Minnesota • 55103
(651)642-1150

January 23, 2024

Mr. Joel Seela
Alexandria Technical College
1601 Jefferson Street
Alexandria, MN 56308

RE: 800 Building
Asbestos and Regulated Material Inspection
LEGEND No. 2400036

The following is the final report of the asbestos testing and regulated material inspection performed within and on the Alexandria Technical College 800 Building, Alexandria, MN. The site work was performed on January 16, 2024 by Keith Giorgi and Jacob Stavedahl of LEGEND TECHNICAL SERVICES, INC. (LEGEND).

If you should have any questions regarding this report, please feel free to contact me at 651-221-4069.

Cordially,

LEGEND TECHNICAL SERVICES, INC.



Keith Giorgi
Asbestos Inspector AI2213

LEGEND TECHNICAL SERVICES, INC.

ASBESTOS INSPECTION

800 BUILDING
ALEXANDRIA TECHICAL COLLEGE
ALEXANDRIA, MN

LEGEND No. 2400036

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NARRATIVE REPORT

1.0 INTRODUCTION

The following is the final report of the asbestos testing and regulated material inspection performed within and on the Alexandria Technical College 800 Building, Alexandria, MN. The site work was performed on January 17, 2024, by Keith Giorgi and Jacob Stavedahl of LEGEND TECHNICAL SERVICES, INC. (LEGEND).

2.0 BACKGROUND INFORMATION

The building consists of two levels above grade. The exterior was brick and mortar siding with a metal and rubber roof. Interior finishes included some drywall walls as well as concrete blocks. The ceiling consisted of lay-in dropped ceiling panels and open decks. The floors were carpet, floor tile, and concrete. The building was occupied during the inspection and therefore, destructive testing was not performed. No roof sampling was performed.

3.0 METHODOLOGY

3.1 Asbestos

The samples were collected in accordance with the Minnesota Department of Health Rules 4620.3460. The samples were analyzed in LEGEND's laboratory for the presence of asbestos fibers using polarized light microscopy (PLM) and dispersion staining techniques. The analysis was performed using an Olympus BHSP microscope at 40-200X magnification in accordance with current U.S. Environmental Protection Agency (USEPA) protocols, "Method for the Determination of Asbestos in Bulk Building Materials", EPA 600/R-93/116, 1993 and "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA 600M-82-020, December 1992. An asbestos containing material is defined as any material containing greater than one percent asbestos as analyzed by PLM techniques. Note that destructive testing was not performed.

4.0 RESULTS

4.1 Asbestos Results

A total of 40 samples were collected of suspect asbestos materials including 2'x4' ceiling panels, floor tile, floor tile adhesive, drywall, skim coat, wood wall panel adhesive, taping compound, seam caulk, boiler breaching, wall grout, ceramic floor grout, vibration cloth, window caulk, door caulk and brick seam caulk.

No asbestos containing materials were identified in the building.

Note that destructive testing was not performed and if the building is ever renovated or demolished, destructive testing should be performed to look for concealed asbestos materials.

Refer to Table #1 in Appendix A for complete asbestos results and the diagrams in Appendix B for sampling locations.

4.2 Regulated Materials

The following regulated materials were present in/on the Building:

ITEM	LOCATION	QUANTITY
Motion detector	Throughout	4
Fluorescent light bulbs	Throughout	162
Possible PCB ballasts	Throughout	52
Exit signs	Throughout	3
Electronics	Throughout	14
Smoke detectors	Throughout	3
Door closers (oil filled)	Throughout	21
Water heater	Throughout	2
Water softener	Throughout	1
LED bulbs	Throughout	130
Drinking fountain	Throughout	1
Garage door opener	Throughout	4
Air handling unit	Throughout	1
Emergency	Throughout	8
CFL bulbs	Throughout	3
Fire strobes	Throughout	7
Flammable waste trap tank	Throughout	1

Note that LEGEND only documented items that were connected to the building and no stored materials or appliances were included.

5.0 **REMARKS**

The asbestos samples will be retained for thirty days past the date of this report. Quantities given are strictly estimates and should not be used for bidding purposes.

Cordially,

LEGEND TECHNICAL SERVICES, INC.



Keith Giorgi
Asbestos Inspector AI2213



Todd Giorgi
Microscopist

APPENDIX A

TABLE #1-ASBESTOS SAMPLE RESULTS

LEGEND TECHNICAL SERVICES, INC.

LEGEND No. 2400036
ALEXANDRIA TECHNICAL COLLEGE – 800 BUILDING
PLM BULK ASBESTOS RESULTS

SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
800-1	2400036 –56	Room 804	2'x4' Ceiling Panel Gray, Fibrous Homogenous	None Detected	40% Cellulose 20% Nonfibrous 40% Glass Fibers
800-2	2400036 –57	Room 804	12"x12" Floor Tile Gray, Cementitious Homogenous	None Detected	100% Nonfibrous
800-3	2400036 –58	Room 804	Floor Tile Adhesive Yellow, Cementitious Homogenous	None Detected	100% Nonfibrous
800-4	2400036 –59	Room 804	12"x12" Floor Tile Gray, Cementitious Homogenous	None Detected	100% Nonfibrous
800-5	2400036 –60	Room 804	Floor Tile Adhesive Yellow, Cementitious Homogenous	None Detected	<1% Cellulose 99% Nonfibrous
800-6	2400036 –61	Room 804	Drywall White, Cementitious Homogenous	None Detected	5% Cellulose 95% Nonfibrous
800-7	2400036 –62	Room 804	Skim Coat White, Cementitious Homogenous	None Detected	<1% Cellulose 99% Nonfibrous
800-8	2400036 –63	Room 804	Wood Wall Panel Adhesive White, Cementitious Homogenous	None Detected	2% Cellulose 98% Nonfibrous
800-9	2400036 –64	Room 804	Taping Compound White, Cementitious Homogenous	None Detected	<1% Cellulose 98% Nonfibrous <1% Glass Fibers

< = Less than the number shown

LEGEND TECHNICAL SERVICES, INC.

LEGEND No. 2400036
ALEXANDRIA TECHNICAL COLLEGE – 800 BUILDING
PLM BULK ASBESTOS RESULTS

SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
800-10	2400036 –65	Room 801	2'x4' Ceiling Panel Gray, Fibrous Homogenous	None Detected	40% Cellulose 20% Nonfibrous 40% Glass Fibers
800-11	2400036 –66	Hallway	Base Cove Adhesive Yellow, Cementitious Homogenous	None Detected	100% Nonfibrous
800-12	2400036 –67	Room 801	Base Cove Adhesive Yellow, Cementitious Homogenous	None Detected	<1% Cellulose 99% Nonfibrous
800-13	2400036 –68	Room 801	Taping Compound White, Cementitious Homogenous	None Detected	<1% Cellulose 97% Nonfibrous 2% Glass Fibers
800-14	2400036 –69	Room 803	Carpet Adhesive Tan, Cementitious Homogenous	None Detected	<1% Cellulose 98% Nonfibrous <1% Synthetic Fibers
800-15	2400036 –70	Hall out of Restroom	Skim Coat White, Cementitious Homogenous	None Detected	<1% Cellulose 99% Nonfibrous
800-16	2400036 –71	Men's Restroom	Drywall (Green Paper) White, Cementitious Homogenous	None Detected	5% Cellulose 94% Nonfibrous <1% Glass Fibers
800-17	2400036 –72	Shop 807	Door Caulk White, Cementitious Homogenous	None Detected	3% Cellulose 97% Nonfibrous
800-18	2400036 –73	Shop 807	Door Caulk White, Cementitious Homogenous	None Detected	2% Cellulose 98% Nonfibrous

< = Less than the number shown

SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
800-19	2400036 -74	Shop 807	Block Seam Caulk Gray, Cementitious Homogenous	None Detected	2% Cellulose 98% Nonfibrous
800-20	2400036 –75	Shop 807	Block Seam Caulk Gray, Cementitious Homogenous	None Detected	2% Cellulose 97% Nonfibrous <1% Glass Fibers
800-21	2400036 –76	Boiler Room	Boiler #1 Breaching Gray, Cementitious Fibrous Homogenous	None Detected	10% Cellulose 80% Nonfibrous 10% Mica
800-22	2400036 –77	Boiler Room	Boiler #2 Breaching Gray, Cementitious Fibrous Homogenous	None Detected	15% Cellulose 70% Nonfibrous 15% Mica
800-23	2400036 –78	Room 804	Skim Coat White, Cementitious Homogenous	None Detected	97% Nonfibrous 3% Glass Fibers
800-24	2400036 –79	Men’s Restroom	Ceramic Wall Tile Grout White, Cementitious Homogenous	None Detected	100% Nonfibrous
800-25	2400036 –80	Men’s Restroom	Ceramic Floor Tile Grout Gray, Cementitious Homogenous	None Detected	<1% Cellulose 99% Nonfibrous
800-26	2400036 –81	Women’s Restroom	Ceramic Wall Tile Grout White, Cementitious Homogenous	None Detected	99% Nonfibrous <1% Glass Fibers
800-27	2400036 –82	Women’s Restroom	Ceramic Floor Tile Grout Gray, Cementitious Homogenous	None Detected	<1% Cellulose 99% Nonfibrous

< = Less than the number shown

SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
800-28	2400036 –83	Second Level Mechanical Room	Vibration Cloth Black/White, Cementitious Fibrous Homogenous	None Detected	50% Nonfibrous 50% Glass Fibers
800-29	2400036 –84	Second Level Mechanical Room	Drywall White, Cementitious Homogenous	None Detected	2% Cellulose 98% Nonfibrous
800-30	2400036 –85	Second Level Mechanical Room	Taping Compound White, Cementitious Homogenous	None Detected	<1% Cellulose 98% Nonfibrous <1% Glass Fibers
800-31	2400036 –86	Second Level Landing	Window Caulk White, Cementitious Homogenous	None Detected	2% Cellulose 98% Nonfibrous
800-32	2400036 –87	Second Level Landing	Window Caulk Gray, Cementitious Homogenous	None Detected	2% Cellulose 97% Nonfibrous <1% Glass Fibers
800-33	2400036 –88	Exterior	Entry Door Caulk White, Cementitious Homogenous	None Detected	100% Nonfibrous
800-34	2400036 –89	Exterior	Entry Door Caulk White, Cementitious Homogenous	None Detected	<1% Cellulose 99% Nonfibrous
800-35	2400036 –90	Exterior	Window Caulk Gray, Cementitious Homogenous	None Detected	<1% Cellulose 99% Nonfibrous
800-36	2400036 –91	Exterior	Window Caulk Gray, Cementitious Homogenous	None Detected	3% Cellulose 97% Nonfibrous

< = Less than the number shown

LEGEND TECHNICAL SERVICES, INC.

LEGEND No. 2400036
ALEXANDRIA TECHNICAL COLLEGE – 800 BUILDING
PLM BULK ASBESTOS RESULTS

SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
800-37	2400036 –92	Exterior	Brick Seam Caulk Gray, Cementitious Homogenous	None Detected	2% Cellulose 98% Nonfibrous
800-38	2400036 –93	Exterior	Brick Seam Caulk Gray, Cementitious Homogenous	None Detected	<1% Cellulose 99% Nonfibrous
800-39	2400036 –94	Exterior	Garage Door Caulk Gray, Cementitious Homogenous	None Detected	3% Cellulose 97% Nonfibrous
800-40	2400036 –95	Exterior	Service Door Caulk Gray, Cementitious Homogenous	None Detected	3% Cellulose 96% Nonfibrous <1% Glass Fibers

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APPENDIX B

DIAGRAMS

Diagram #1 Sampling Locations 800 Building

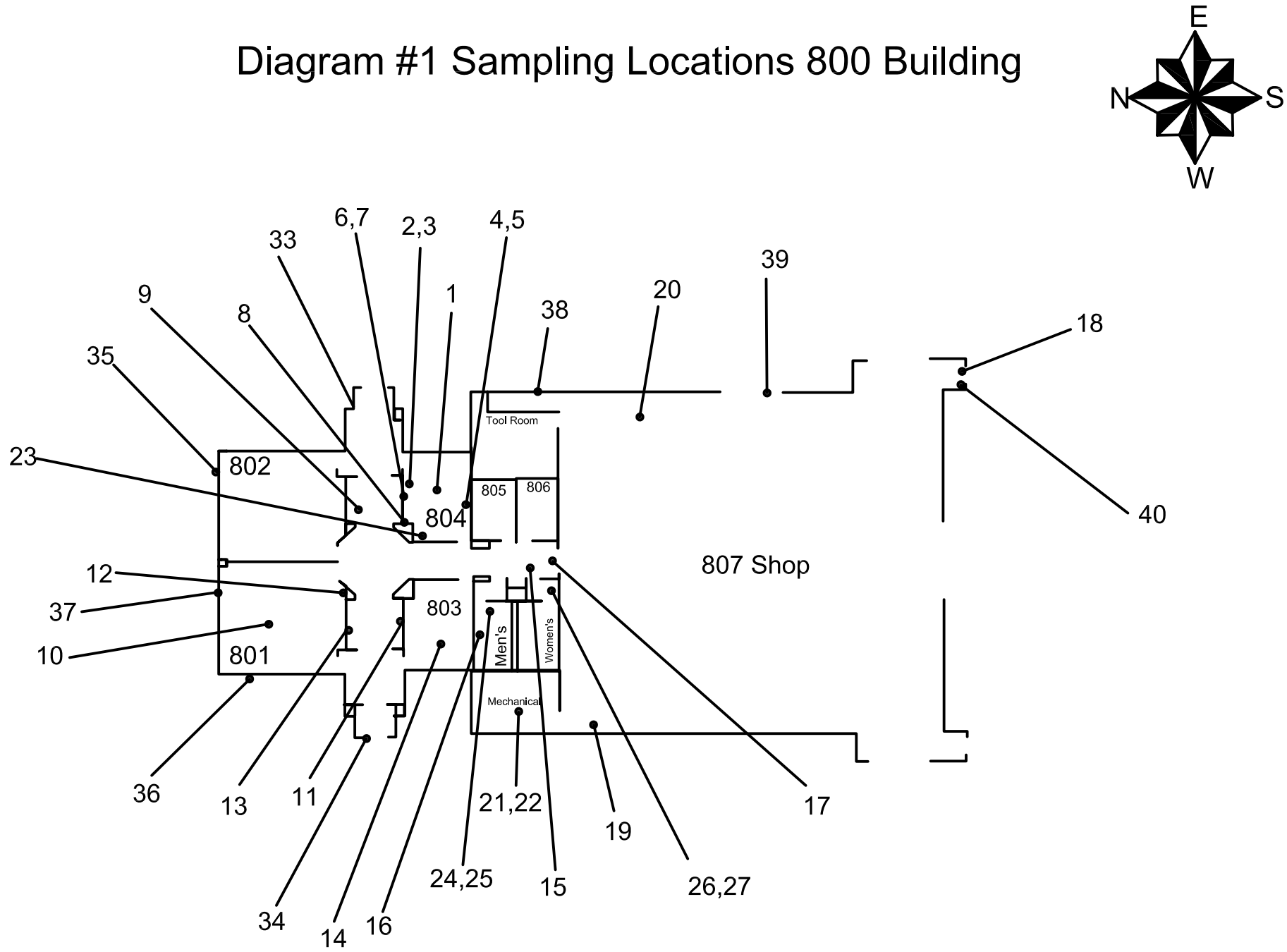
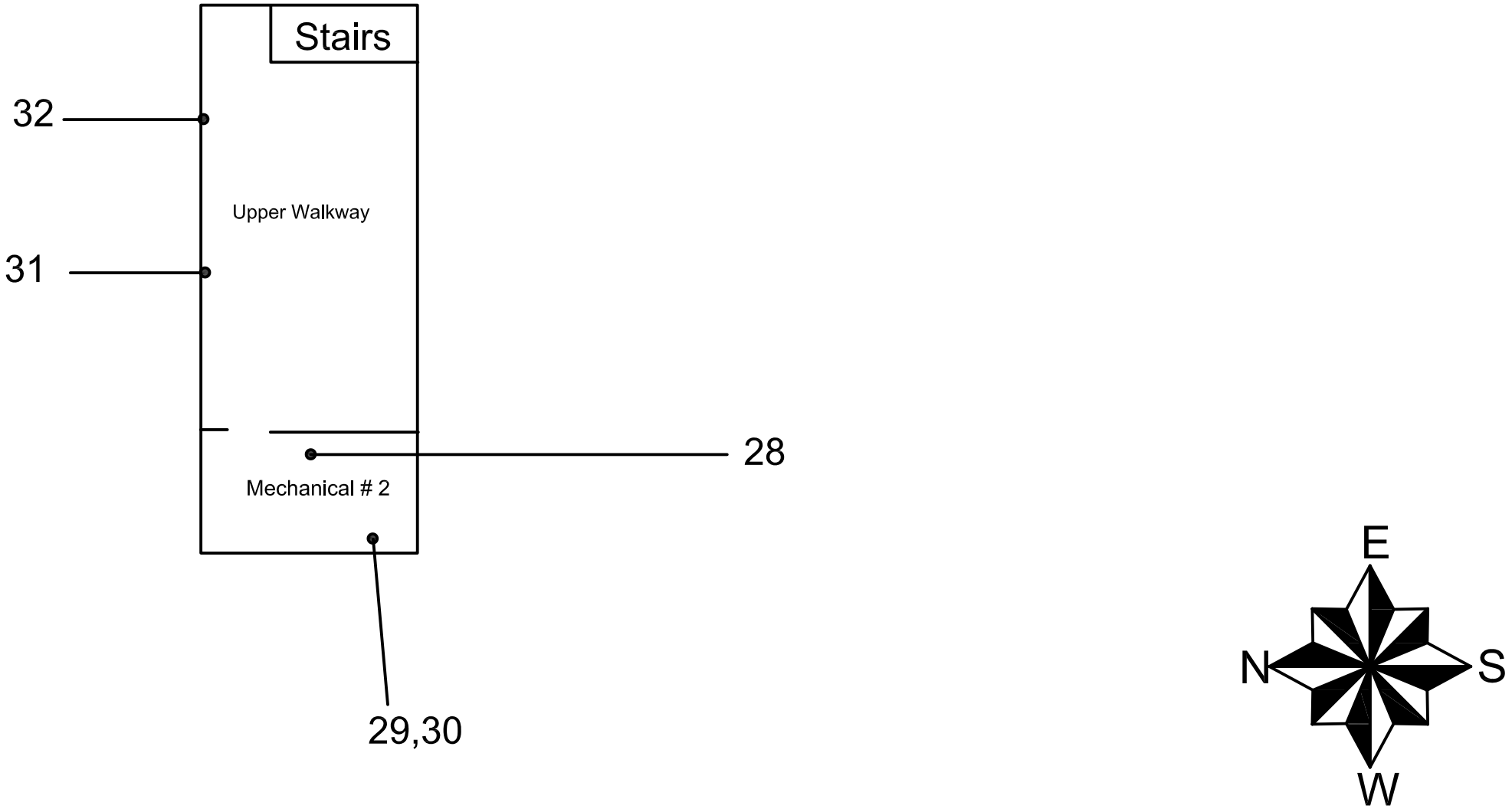


Diagram #2 Sampling Locations 800 Building 2nd Floor



APPENDIX C CERTIFICATIONS/ACCREDITATIONS

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 102081-0

Legend Technical Services, Inc.

St. Paul, MN

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2023-04-01 through 2024-03-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

Certificate No: 5LM08112302IR

Expiration Date: August 11, 2024

This is to certify that

Keith J. Giorgi

has attended and successfully completed an

ASBESTOS INSPECTOR

REFRESHER TRAINING COURSE

permitted by

the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722

and meets the requirements of

Section 206 of Title II of the Toxic Substances Control Act (TSCA)

conducted by

Lake States Environmental, Ltd.

in

White Bear Lake, MN on August 11, 2023

Examination Date: August 11, 2023

Lake States Environmental, Ltd.
P. O. Box 645, Rice Lake, WI
www.lakestates.com
(800) 254-9811

Todd Lewis

Training Instructor



DEPARTMENT OF HEALTH

ASBESTOS INSPECTOR

Certified by:
State of Minnesota
Department of Health

Expires: 08/11/2024

Keith J Giorgi
1495 Auburn Ct
Eagan, MN 55122

Director, Env. Health Div.

No. AI2213

Issued: 08/25/2023

REPORT OF:
ASBESTOS INSPECTION UPDATE

800 BUILDING
ALEXANDRIA TECHNICAL & COMMUNITY COLLEGE
ALEXANDRIA, MN

LEGEND No. 2505231

January 2, 2026

Submitted by:

LEGEND TECHNICAL SERVICES, INC.
88 Empire Drive
St. Paul, MN 55103
651/642-1150

LEGEND
Technical Services, Inc.
88 Empire Drive • St. Paul, Minnesota • 55103
(651)642-1150

January 2, 2026

Mr. Randy Anderson
Alexandria Technical & Community College
1601 Jefferson Street
Alexandria, MN 56308

RE: 800 Building
Asbestos Inspection Update
LEGEND No. 2505231

The following is the final report of the asbestos inspection update performed within and on the 800 Building which is scheduled for demolition. The sampling was performed on December 30, 2025 by Keith Giorgi of LEGEND TECHNICAL SERVICES, INC. (LEGEND).

If you should have any questions regarding this report, please feel free to contact me at 651-221-4069.

Cordially,

LEGEND TECHNICAL SERVICES, INC.



Keith Giorgi
Asbestos Inspector ASB-574

LEGEND TECHNICAL SERVICES, INC.

ASBESTOS INSPECTION UPDATE

800 BUILDING
ALEXANDRIA TECHICAL AND COMMUNITY COLLEGE
ALEXANDRIA, MN

LEGEND No. 2505231

TABLE OF CONTENTS

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NARRATIVE REPORT
- 1.0 INTRODUCTION
- 2.0 BACKGROUND INFORMATION
- 3.0 SAMPLING METHODOLOGY
- 4.0 RESULTS
- 5.0 REMARKS

APPENDICES

APPENDIX A
- TABLE #1 – ASBESTOS SAMPLE RESULTS

APPENDIX B
- DIAGRAMS

APPENDIX C
- CERTIFICATIONS/ACCREDITATIONS

NARRATIVE REPORT

1.0 INTRODUCTION

The following is the final report of the asbestos inspection update performed within the 800 Building located on the Alexandria Technical and Community College campus located in Alexandria, MN. The inspection was performed on December 30, 2025 by Keith Giorgi of LEGEND TECHNICAL SERVICES, INC. (LEGEND).

2.0 BACKGROUND INFORMATION

An initial asbestos inspection was performed within and on the building in January of 2024 which was non-destructive in nature (i.e. no roof penetrations, ceramic tiles/thin sets, etc. were sampled per client requirements). Now that the building is scheduled for demolition, destructive sampling is required. LEGEND then returned to the site on December 30, 2025 to perform the destructive testing. It is to be noted that during this most recent site visit, penetrations were made into the roofing materials and no suspect materials were encountered or sampled in the cores (rubber membrane over foam insulation).

3.0 METHODOLOGY

The samples were collected in accordance with the Minnesota Department of Health Rules 4620.3460. The samples were analyzed in LEGEND's laboratory for the presence of asbestos fibers using polarized light microscopy (PLM) and dispersion staining techniques. The analysis was performed using an Olympus BHSP microscope at 40-200X magnification in accordance with current U.S. Environmental Protection Agency (USEPA) protocols, "Method for the Determination of Asbestos in Bulk Building Materials", EPA 600/R-93/116, 1993 and "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA 600M-82-020, December, 1992. An asbestos containing material is defined as any material containing greater than one percent asbestos as analyzed by PLM techniques.

4.0 RESULTS

A total of 19 samples were collected of suspect asbestos materials including carpet adhesive, roof membrane seam sealant, ceramic tile materials, wood paneling adhesive, vibration dampening cloth, duct seam sealant, and terrazzo flooring. No asbestos was detected in any of the samples collected.

Refer to Table #1 in Appendix A for LEGEND's sample asbestos results and the diagrams in Appendix B for sampling locations.

5.0 REMARKS

The asbestos samples will be retained for thirty days past the date of this report. Quantities given are strictly estimates and should not be used for bidding purposes.

Cordially,

LEGEND TECHNICAL SERVICES, INC.





Keith Giorgi
Asbestos Inspector ASB-574

Todd Giorgi
Microscopist

APPENDIX A

TABLE #1 – ASBESTOS SAMPLE RESULTS

LEGEND TECHNICAL SERVICES, INC.

LEGEND No. 2505231
800 BUILDING

SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
800-41	2505231–1	Upper Roof Central	Rubber Membrane Sealant Black, Cementitious Homogenous	None Detected	100% Nonfibrous
800-42	2505231-2	Upper Roof Central	Rubber Membrane Sealant Black, Cementitious Homogenous	None Detected	100% Nonfibrous
800-43	2505231-3	Room 804	Wood Wall Panel Adh. Tan, Cementitious Homogenous	None Detected	2% Cellulose 98% Nonfibrous
800-44	2505231-4	Room 802	Carpet Adhesive Tan, Cementitious Homogenous	None Detected	<1% Cellulose 98% Nonfibrous <1% Synthetic Fibers
800-45	2505231-5	Men’s Restroom	Drywall (green paper) White, Cementitious Homogenous	None Detected	5% Cellulose 92% Nonfibrous 3% Glass Fibers
800-46	2505231-6	Men’s Restroom	Ceramic Wall Tile White, Cementitious Homogenous	None Detected	100% Nonfibrous
800-47	2505231-7	Men’s Restroom	Ceramic Wall Wile Adh. Tan, Cementitious Homogenous	None Detected	2% Cellulose 98% Nonfibrous
800-48	2505231-8	Women’s Restroom	Ceramic Wall Tile White, Cementitious Homogenous	None Detected	100% Nonfibrous
800-49	2505231-9	Women’s Restroom	Ceramic Wall Tile Adh. Tan, Cementitious Homogenous	None Detected	2% Cellulose 97% Nonfibrous <1% Glass Fibers
800-50	2505231-10	Women’s Restroom	Ceramic Floor Tile Gray, Cementitious Homogenous	None Detected	2% Cellulose 98% Nonfibrous

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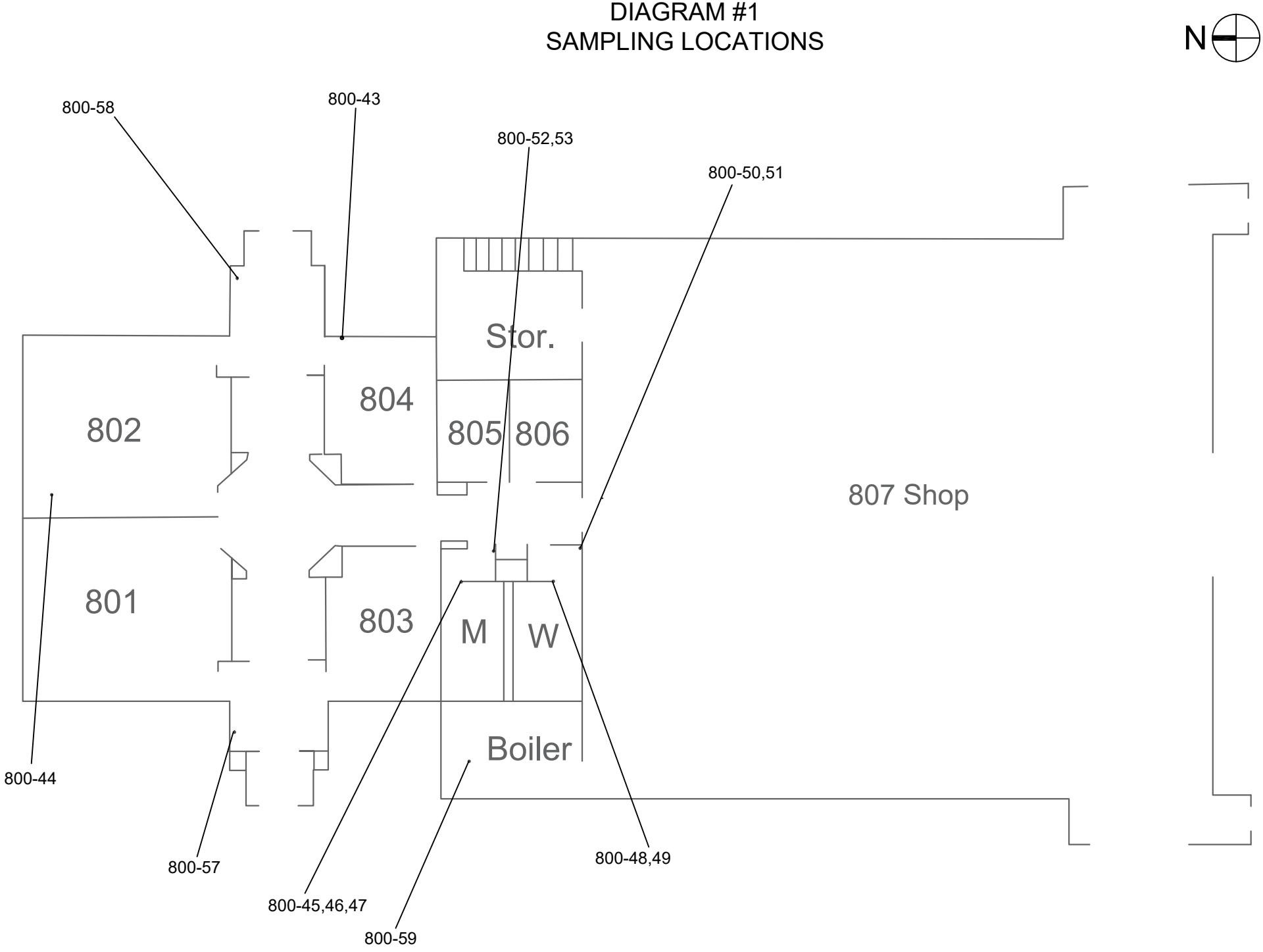
SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
800-51	2505231-11	Women's Restroom	Ceramic Floor Tile Thin Set Gray, Cementitious Homogenous	None Detected	<1% Cellulose 99% Nonfibrous
800-52	2505231-12	Men's Restroom	Ceramic Floor Tile Gray, Cementitious Homogenous	None Detected	100% Nonfibrous
800-53	2505231-13	Men's Restroom	Ceramic Floor Tile Thin Set Gray, Cementitious Homogenous	None Detected	2% Cellulose 98% Nonfibrous
800-54	2505231-14	Mezzanine Mechanical	Vibration Damp. Cloth Black/White, Cementitious Homogenous	None Detected	80% Nonfibrous 20% Glass Fibers
800-55	2505231-15	Mezzanine Mechanical	Duct Seam Caulk Gray, Cementitious Homogenous	None Detected	100% Nonfibrous
800-56	2505231-16	Mezzanine Mechanical	Duct Seam Caulk Gray, Cementitious Homogenous	None Detected	100% Nonfibrous
800-57	2505231-17	Main Hallway	Terrazzo Gray, Cementitious Homogenous	None Detected	100% Nonfibrous
800-58	2505231-18	Main Hallway	Terrazzo Gray, Cementitious Homogenous	None Detected	100% Nonfibrous
800-59	2505231-19	Boiler Room	Boiler Breaching Gray, Cementitious Homogenous	None Detected	15% Cellulose 70% Nonfibrous 15% Mica

< = Less than the number shown

APPENDIX B

DIAGRAMS

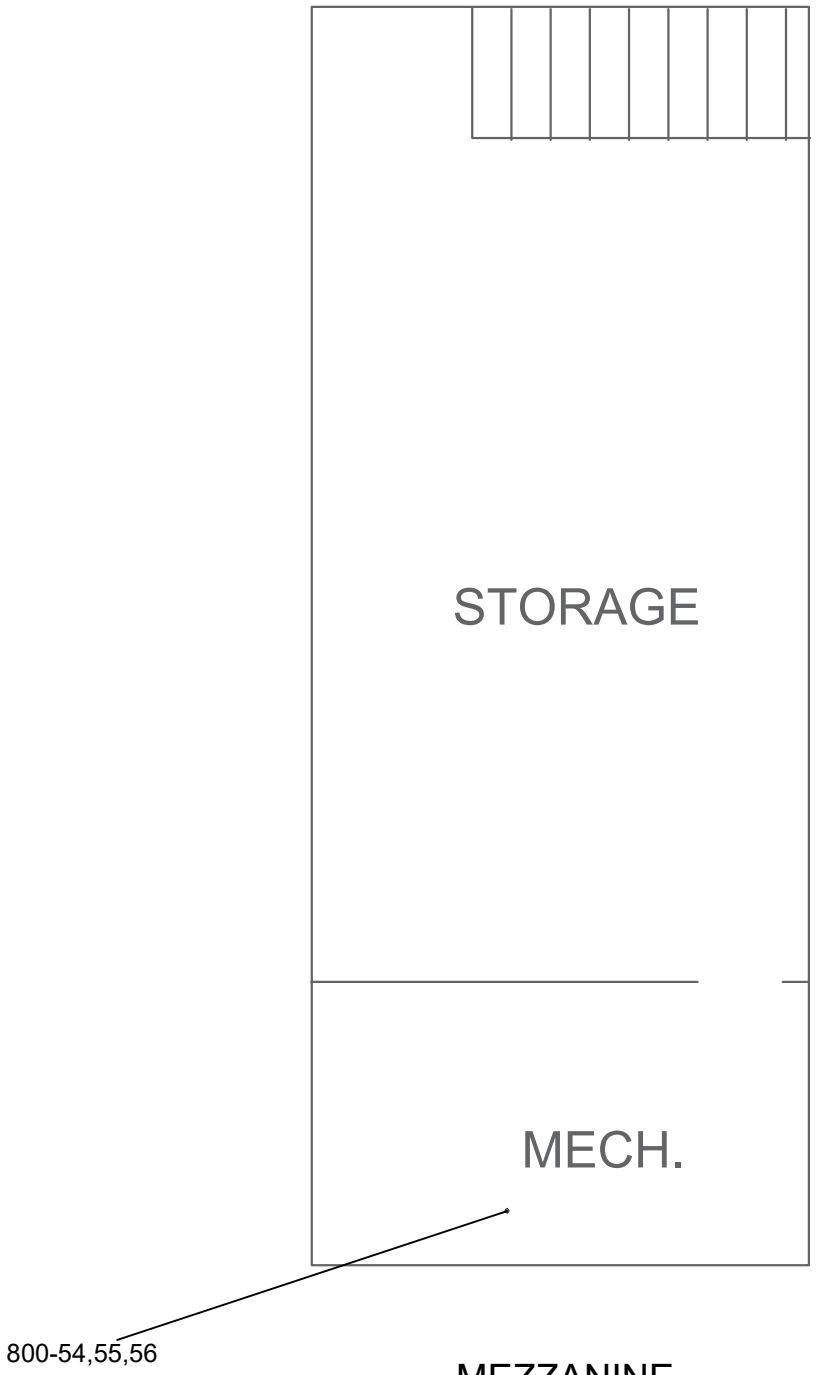
DIAGRAM #1
SAMPLING LOCATIONS



GROUND FLOOR

DIAGRAM #2
SAMPLING LOCATIONS

N



APPENDIX C

CERTIFICATIONS/ACCREDITATIONS

DEPARTMENT OF HEALTH

Asbestos Inspector Certification

Minnesota Department of Health

Number ASB-574
Keith Giorgi
88 Empire Drive
St. Paul, MN 55103

Issue Date:
August 11, 2025

Expiration Date:
August 6, 2026

Certificate No: 5LM08062506AIR

Expiration Date: August 6, 2026

This is to certify that

Keith J. Giorgi

has attended and successfully completed an

ASBESTOS INSPECTOR

REFRESHER TRAINING COURSE

permitted by

the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722

and meets the requirements of

Section 206 of Title II of the Toxic Substances Control Act (TSCA)

conducted by

Lake States Environmental, Ltd.

in

White Bear Lake, MN on August 6, 2025

Examination Date: August 6, 2025

Lake States Environmental, Ltd.
P. O. Box 645, Rice Lake, WI 54868
www.lakestates.com
(800) 254-9811

Grant J Grasle

Training Instructor

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 102081-0

Legend Technical Services, Inc.

St. Paul, MN

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique on ISO/IEC 17025).

2025-04-01 through 2026-03-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Legend Technical Services, Inc.
88 Empire Drive
St. Paul, MN 55103
Ms. Cheryl Sykora
Phone: 651-221-4085 Fax: 651-642-1239
Email: csykora@legend-group.com
http://www.legend-group.com

ASBESTOS FIBER ANALYSIS — NVLAP LAB CODE 102081-0

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

For the National Voluntary Laboratory Accreditation Program

ALEXANDRIA TECHNICAL COLLEGE

NEW TRUCKING PROGRAM FACILITY

Index to Drawings

ARCHITECTURAL

A1.1 - TITLE SHEET, SITE PLAN, ROOF PLAN AND GRADING PLAN
A2.1 - MAIN FLOOR PLAN AND MEZZANINE LEVEL FLOOR PLAN
A3.1 - EXTERIOR ELEVATIONS
A4.1 - EXTERIOR WALL SECTIONS
A4.2 - EXTERIOR WALL SECTIONS
A5.1 - EXTERIOR DETAILS
A5.2 - EXTERIOR DETAILS
A6.1 - STAIR PLAN AND DETAILS, MISC. MEZZANINE DETAILS
A7.1 - INTERIOR ELEVATIONS TOILET PLAN AND DETAILS
A8.1 - PARTITION TYPES, DOOR AND FRAME SCHEDULE, DETAILS
A9.1 - MAIN FLOOR REFLECTED CEILING PLAN

STRUCTURAL

S0 - GENERAL NOTES
S1 - FOUNDATION PLAN
S2 - ROOF AND MEZZANINE FRAMING PLAN
S3 - MISC. DETAILS
S4 - MISC. DETAILS

MECHANICAL

ME1 - SITE UTILITIES PLAN
M2 - PLUMBING PLAN
M3 - SPRINKLER PLAN
M4 - HVAC PLAN
M5 - DETAILS

ELECTRICAL

E2 - LIGHTING PLAN
E3 - POWER PLAN

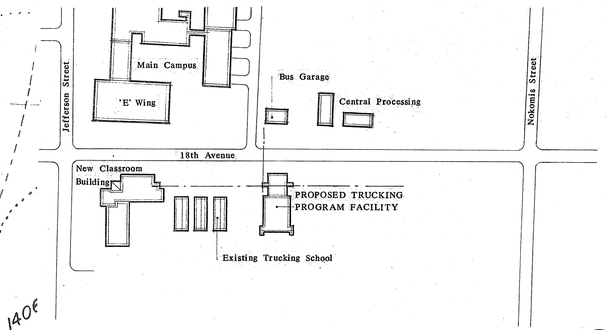
BUILDING CODE INFORMATION

- BUILDING AREA: 13,300 SF
- CONSTRUCTION TYPE: TYPE II-N
- OCCUPANCY TYPE: MIXED USE B-1,B-2
- FIRE RESISTANCES
  - EXTERIOR BEARING WALLS: NON-COMBUSTIBLE
  - STRUCTURAL FRAME: NON-COMBUSTIBLE
  - PERMANENT PARTITIONS: NON-COMBUSTIBLE
  - SHAFT ENCLOSURES: ONE HOUR
  - ROOFS: NON-COMBUSTIBLE
  - EXIT CORRIDORS: ONE HOUR

SITE PLAN / ROOF PLAN

A1.1 SCALE: 1" = 30'-0"

SITE LOCATION MAP



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Curtis J. Stoeckel

Date 12-19-90 Registration No. 13077

Prepared for: A.T.C. TRUCKING FACILITY

CURTIS J. STOECKEL
Minnesota Registered Land Surveyor
Ph 612-763-6855 922 Lincoln Ave E Alex, Mn 56308

DR. JN DATE 12-19-90

FILE NO. 1907

SRMW ARCHITECTS
6499 WAYZATA BLVD., SUITE 105, MINNEAPOLIS, MN
5 5 4 1 6 (6 1 2) 5 4 4 - 0 5 5 5

Alexandria Technical College

TRUCK PROGRAMS FACILITY
ALEXANDRIA TECHNICAL COLLEGE
1601 JEFFERSON STREET ALEXANDRIA, MN 56308

Record Set
Truck Driving
May 1991

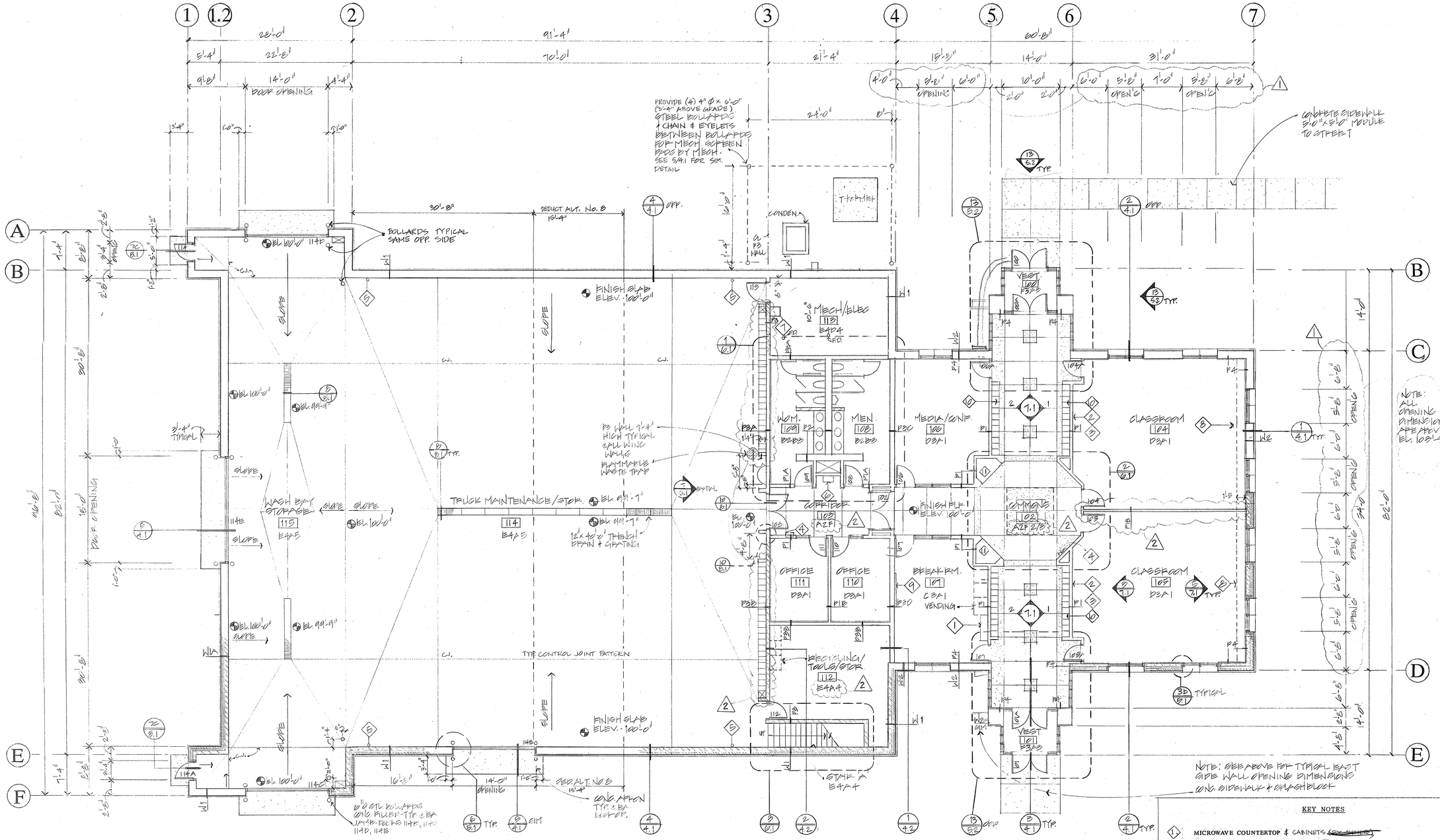
project no. 5801
drawn by LP
date 18 MAY 1991
revisions
1 REVISED DOCUMENTS 6-17-91 (ASPHALT, SOIL LINES & GUTTER, WALKS)

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Registered Architect under the laws of the State of MINNESOTA

Reg. No. 13567

SITE PLAN
GRADING PLAN
ROOF PLAN

A1.1



KEY NOTES

1. MICROWAVE COUNTERTOP & CABINETS ~~(BY OWNER)~~
2. CHALKBOARD 4' - 0" X 12' - 0" DEDUCT ALTERNATE ?
3. PROJECTION SCREEN DEDUCT ALTERNATE ?
4. FIRE EXTINGUISHER - CABINET
5. FIRE EXTINGUISHER - WALL MOUNTED
6. ELECTRIC WATER COOLER
7. MOP HOOK WITH SHELF ABOVE AND JANITOR SINK
8. STORAGE CABINETS AND SHELVES 2' - 10" H. ~~(BY OWNER)~~
9. TACKBOARD 6' - 0" X 3' - 0" DEDUCT ALTERNATE ?
10. LOCKERS 12"X 15' SLOPED TOP (48 TOTAL) ~~(BY OWNER)~~
11. DISPLAY CABINET RED OAK MILLWORK WITH GLASS DISPLAY SHELVES ~~(BY OWNER)~~

SRNY ARCHITECTS
6969 WAYZATA BLVD. SUITE 105, MINNEAPOLIS, MN
55416 . 612 . 544 . 6055

TRUCK PROGRAMS FACILITY

ALEXANDRIA TECHNICAL COLLEGE

1601 JEFFERSON STREET ALEXANDRIA, MN 56308

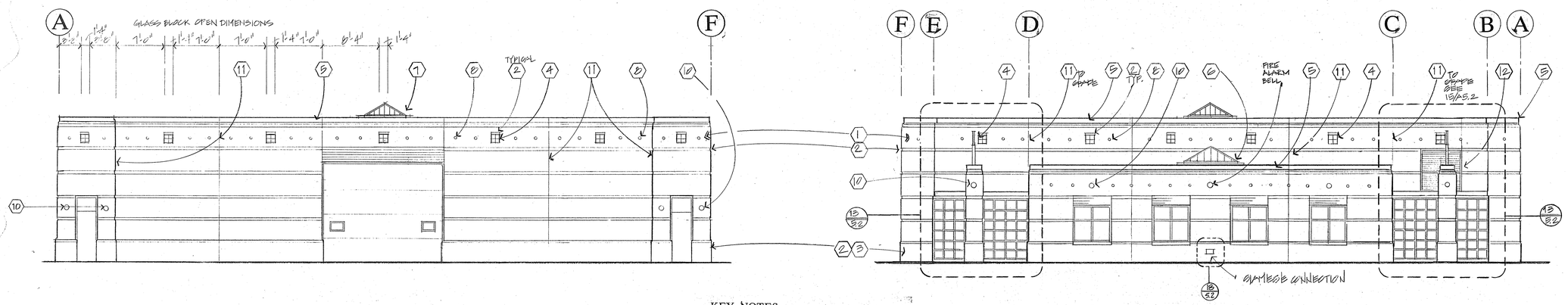
project no. 9901
drawn by BEA
date 12 MAY 1999
revisions
1 BULLETIN No. 1 11-24-99 DRAWINGS
2 RELEASED 3-17-00

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Reg. No. 14207

MAIN FLOOR PLAN

A2.1

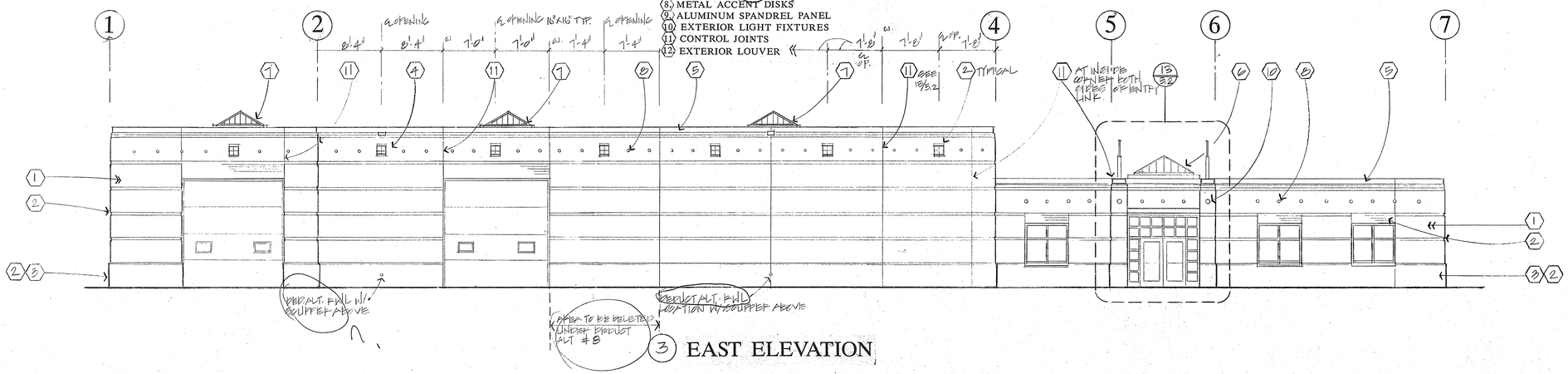


1 SOUTH ELEVATION

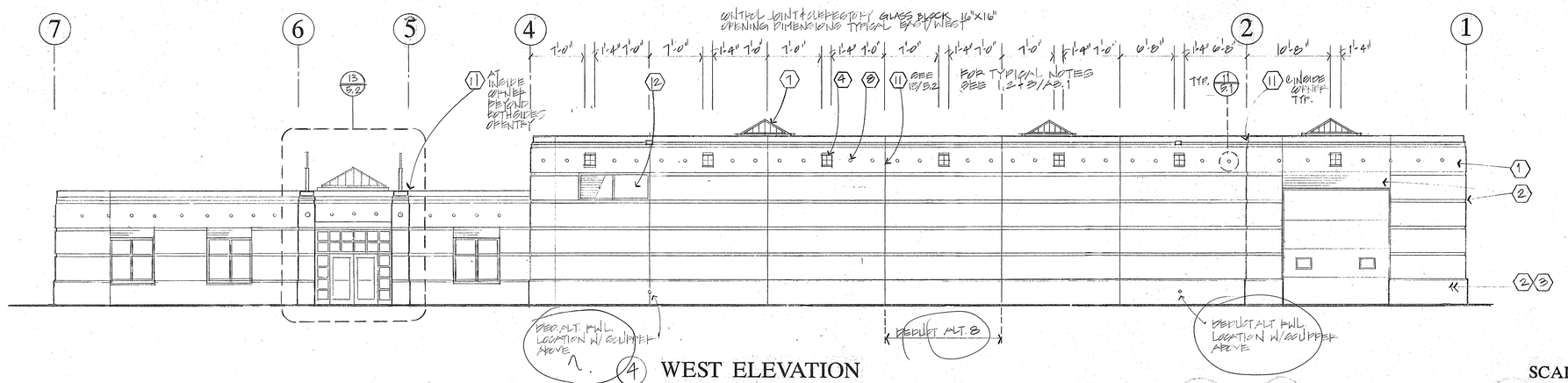
2 NORTH ELEVATION

KEY NOTES

1. BRICK VENEER NO. 1
2. BRICK VENEER NO. 2
3. ROCK FACE BLOCK VENEER (ALT.)
4. GLASS BLOCK 16"x16" OPENING
5. PREFINISHED METAL COPING/FLASHING
6. SKYLIGHT
7. SKYLIGHTS (ALT.)
8. METAL ACCENT DISKS
9. ALUMINUM SPANDREL PANEL
10. EXTERIOR LIGHT FIXTURES
11. CONTROL JOINTS
12. EXTERIOR LOUVER



3 EAST ELEVATION



4 WEST ELEVATION

SCALE 1/8"=1'-0"

SRMM ARCHITECTS
6900 WAYZATA BLVD, SUITE 150, MINNEAPOLIS, MN
55426 (612) 544-6600

TRUCK PROGRAMS FACILITY

ALEXANDRIA TECHNICAL COLLEGE

1601 JEFFERSON STREET ALEXANDRIA, MN 56308

project no. 58.01
drawn by E.G.
date 18 MAY 1999
revisions
BULLETIN No. 1
1.24.01

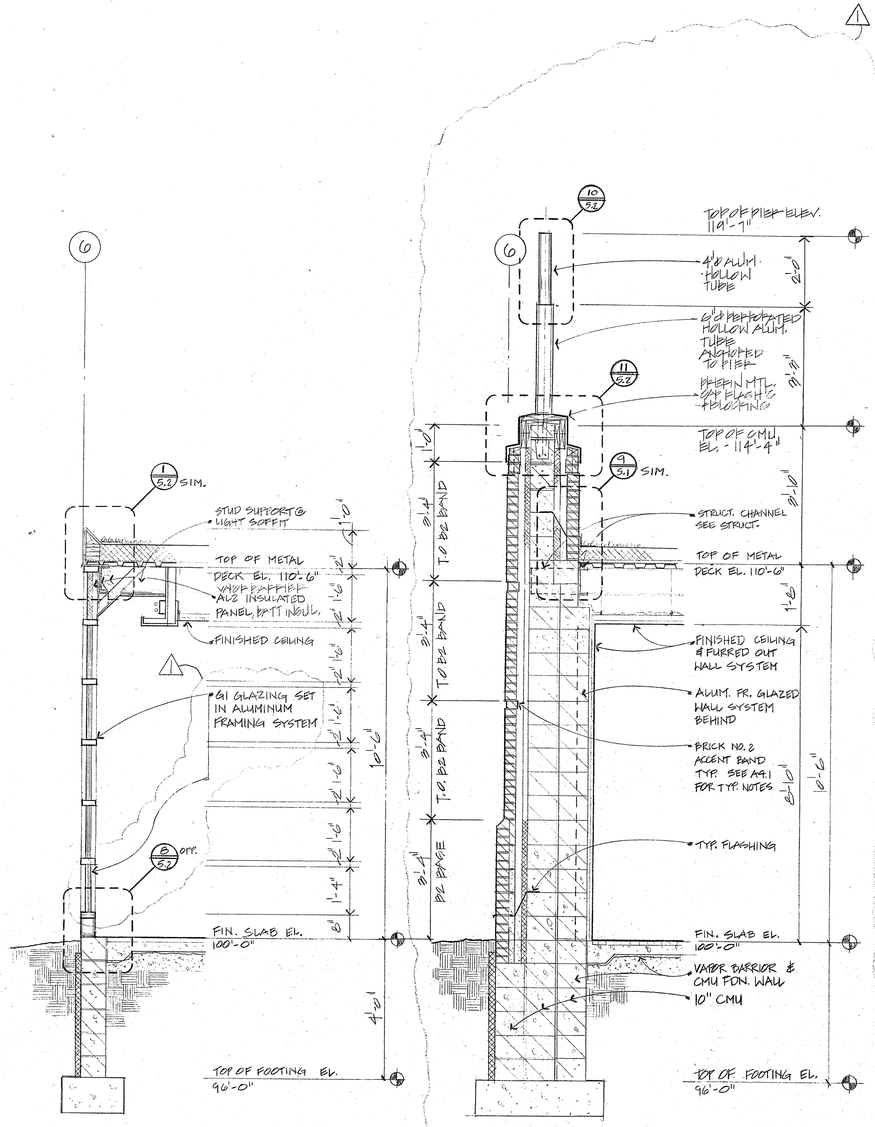
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14567 Reg. No.

EXTERIOR ELEVATIONS

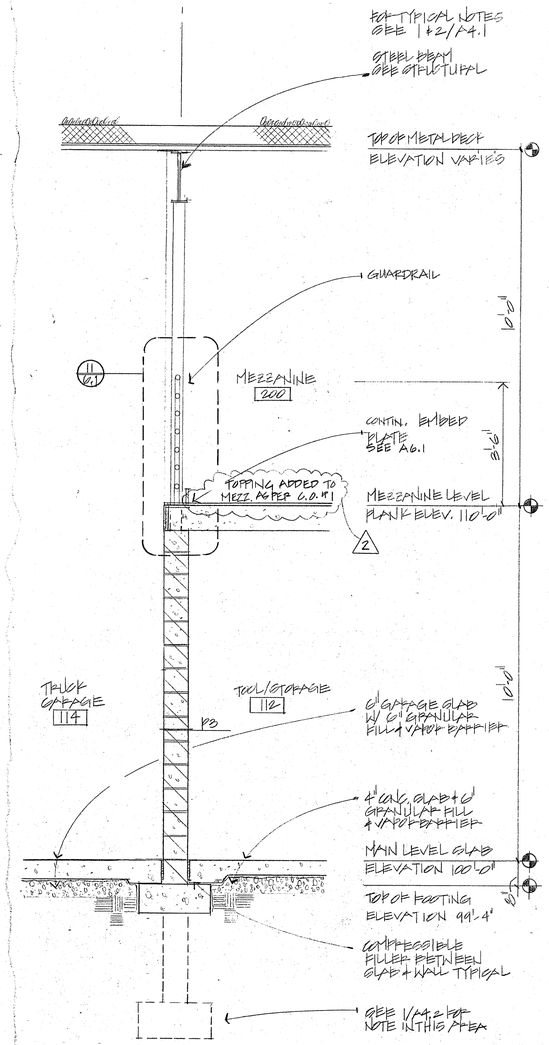
A3.1

1.2
FOR TYPICAL NOTES SEE 1/A2.1 & 4/A4.1
FOR FLASHING INFO SEE 1/A3/A4.1
TOP OF CMU EL. 121'-0"
W1A WALL TYPE
RIGID INSULATION AND FLASHING - WEEP TO EXTERIOR
STEEL LINTEL & PLATE SEE STRUCT.
4" CMU SOAP COURSES
BRICK NO. 2 COURSING ABOVE OPENING - 9 COURSES
OVERHEAD SECTIONAL GARAGE DOOR W/ STEEL JAMB BENT PLATE
PROVIDE CONTINUOUS SEALANT AROUND EA. BOLLARD @ FLOOR LINE TYP.
BRICK VENEER W/ SILL AND BRICK W/2 RETURNS AT OPENING JAMBS
CONTINUOUS CONC. APRON SLOPED 1/4" PT. W/ 6" GRANULAR FILL BELOW
GARAGE FLOOR SLAB ELEVATION 100'-0"
6'-0 STL. REINF. CONC. FILLED BOLLARD FOOTING 16" DIA. 60" DEEP
TOP OF FOOTING ELEVATION 96'-0"
14'-6"
4'-0"
5 GARAGE WALL SECTION @ SOUTH DOOR OPENING
SCALE: 1/2"=1'-0" (EAST + WEST OPENINGS SIM.)
E
FOR TYPICAL NOTES SEE 1, 2/A4.1
FOR PARAPET INFO SEE 2/A4.1
1 COURSE HIGH @ 16" LONG BRICK NO. 2 ABOVE EA. OPENING
TOP OF CMU EL. 121'-0"
TOP OF METAL DECK EL. 110'-8½"
16"x16" GLASS BLOCK OPENING
W1 WALL TYPE
BOTTOM BEARING JOIST IN WALL BEYOND SEE STRUCTURAL
CONTINUOUS BRICK NO. 2 ACCENT BAND ½" PROJECT. TYP. @ 2'-4" O.C. VERTICALLY SEE A5.1 FOR DETAIL
PROJECTED BRICK COURSE (BRICK NO. 2) 3'-4" O.C. VERTICALLY ½" PROJECT
W1A WALL TYPE
BRICK NO. 2 BASE W/ ½" BAR COURSE BEHIND
SEE 1/A4.1 FOR TYP NOTES
GARAGE FLOOR PLAN ELEVATION 100'-0"
SEE 1/A4.1 FOR TYPICAL FOUNDATION NOTES
VAPOR BARRIER TYPICAL
TOP OF FOOTING ELEVATION 96'-0"
TYP.
4 TYPICAL GARAGE WALL SECTION - EAST (WEST OPPOSITE)
SCALE: ½"=1'-0"
D
SEE DETAIL 1/A4.1 FOR TYPICAL NOTES
PREFINISHED METAL CAP & COUNTERFLASHING W/ BLOCKING
TOP OF CMU EL. 114'-4"
FINISH CEILING
FLASHING W/ RIGID INSULATION
STEEL LINTEL PLATE - SEE STRUCT.
ALUMINUM WINDOW FRAMING SYSTEM
BRICK VENEER JAMB RETURN
W2 WALL TYPE
METAL SILL W/ WATERPROOF MEMBER OVER BLOCKING
BRICK NO. 2 BASE BEYOND
SEE DETAIL 1/A4.1 FOR TYPICAL NOTES
BRICK NO. 2 W/ 2" SOAP COURSE BEHIND
MAIN FLOOR SLAB ELEVATION 100'-0"
2" RIGID INSULATION, 10" CMU + 8" CMU
VAPOR BARRIER TYPICAL
TOP OF FOOTING ELEVATION 96'-0"
8'-4" TOP BAND
1'-4" TOP BAND
6'-8" CMU OPENING
5'-4" MIN. OPENING
14'-4" TOP OF CMU
2 TYPICAL EAST/WEST WALL SECTION
SCALE: ½"=1'-0"
7
GRAVEL BALLASTED SINGLE PLY EPDM W/ 6" ± RIGID INSULATION ½" FIRE RESIS GYP BD
TOP OF CMU EL. 114'-4"
STEEL JOISTS SEE STRUCT. METAL ACCENT DISK
FINISH CEILING
BRICK NO. 2 HERRINGBONE ½"
W2 WALL TYPE - BRICK VENEER, 2" AIR SPACE, 2" RIGID INSUL, 8" CMU.
FURRING + 5/8" GYP. BD.
BRICK NO. 2 PROJECTED ½"
SILL BRICK (#2)
BRICKING & BASE W/ 2" CMU SOAP COURSE BEHIND CONCRETE SLAB, 6" GRANULAR FILL
FLASHING - WEEP TO EXTERIOR GROUT AIR CAVITY AS SHOWN BELOW.
MAIN FLOOR SLAB ELEV. 100'-0"
COMPRESSIBLE FILLER
2" RIGID INSULATION, 10" CMU + 8" CMU
VAPOR BARRIER - TYPICAL
TOP OF FOOTING ELEVATION 96'-0"
3'-0" TOP TO B2
3'-4" TOP TO B2
3'-4" TOP TO B2
14'-4" TOP OF CMU
3'-4" B2 BASE
4'-0"
1 TYPICAL NORTH WALL SECTION
SCALE: ½"=1'-0"
D
E
SIM.
TOP OF CMU EL. 114'-4" MASONRY PIER BEYOND SEE 1, 2/A4.1 FOR TYPICAL WALL NOTES ENTRY PIER BEYOND
PER ROOF INFO SEE 1-2/A4.1
TOP OF METAL DECK EL. 110'-6"
MECH. UNIT
VAPOR BARRIER FLASHING & CAP FLUSH WALL CONDITION PROVIDE FROM MATCHING D-E
INSULATED ALUMINUM PANEL SET IN ALUMINUM FRAMING SYSTEM
ALUMINUM FRAMED ENTRY & GLAZING SYSTEM - SEE 1/A4.2 FOR ½" ELEVATIONS
PRECESSED FLOOR MAT IN VESTIBULE
BLOCK WALL & FOOTING BELOW - SEE STRUCT.
MAIN FLOOR SLAB EL. 100'-0"
INSULATION CMU WALL VAPOR BARRIER
6" HI ALUM. BREAK METAL & BLOCKING BASE @ EA. PIER
3'-0"
8'-10"
1'-0"
2'-0"
1'-4"
1'-6"
1'-4"
1'-4"
1'-4

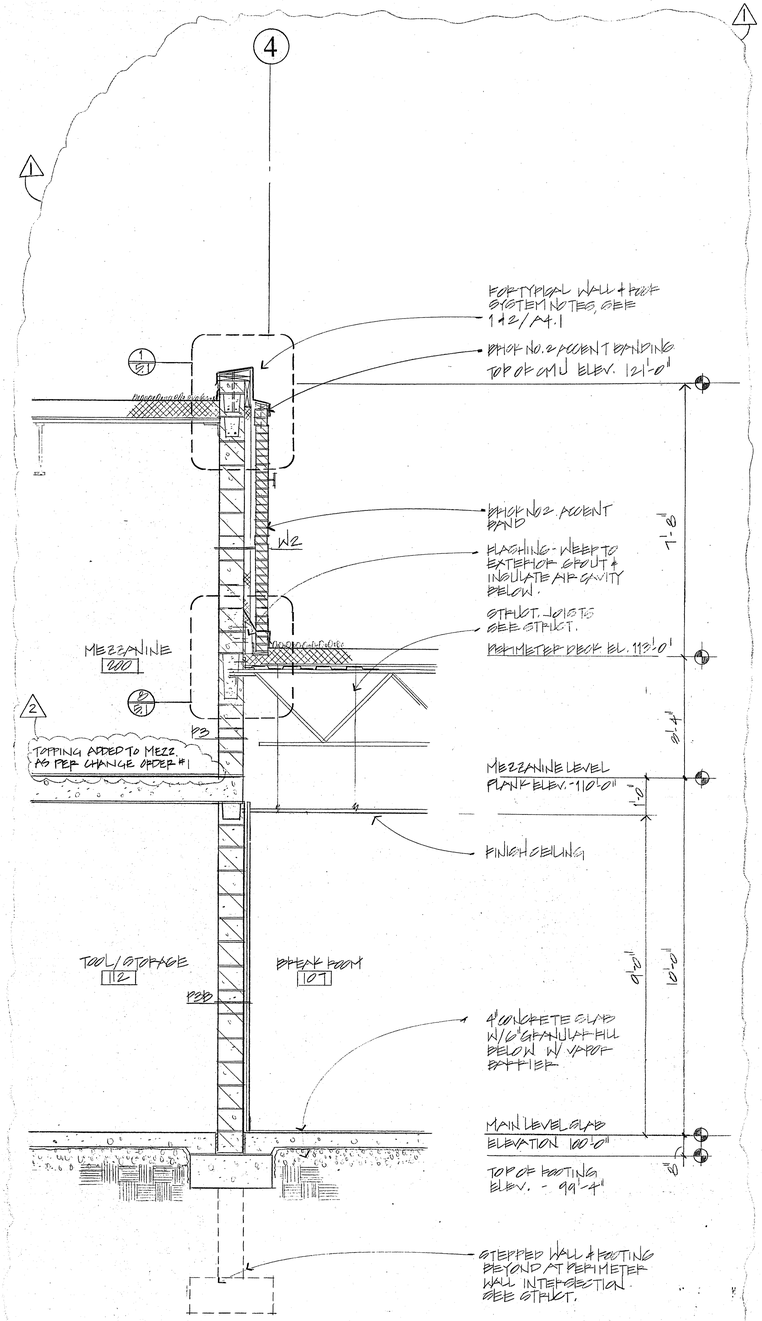


4 SECTION AT ENTRY LINK
1/2"=1'-0"

3 SECTION AT ENTRY PIER
1/2"=1'-0"



2 WALL SECTION @ GRID 3
SCALE: 1/2"=1'-0"



1 WALL SECTION AT GRID 4
SCALE 1/2"=1'-0"

SRMW
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6600 WAYZATA BLVD., SUITE 105, MINNEAPOLIS, MN
55426 612 544 9615

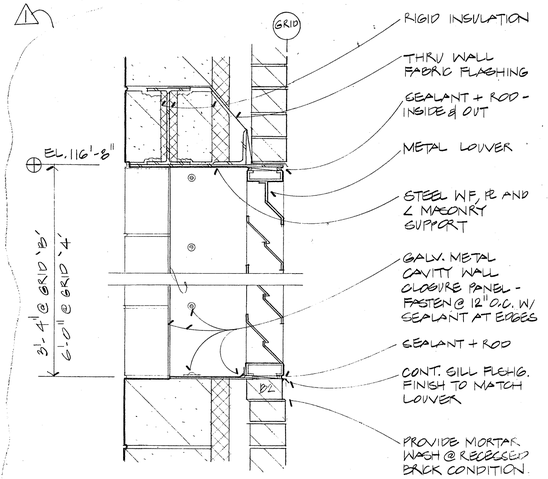
TRUCK PROGRAMS FACILITY
ALEXANDRIA TECHNICAL COLLEGE
1601 JEFFERSON STREET ALEXANDRIA, MN 56308

project no. 58.01
drawn by E.G.
date 18 MAY 1999
revisions
1 BULLETIN NO 1 7.24.01
2 PLCAPP COMMENTS 8.11.02

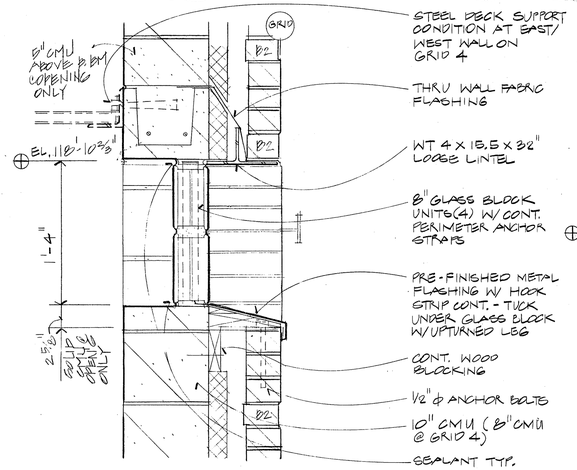
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14567 Reg. No.

EXTERIOR WALL SECTIONS

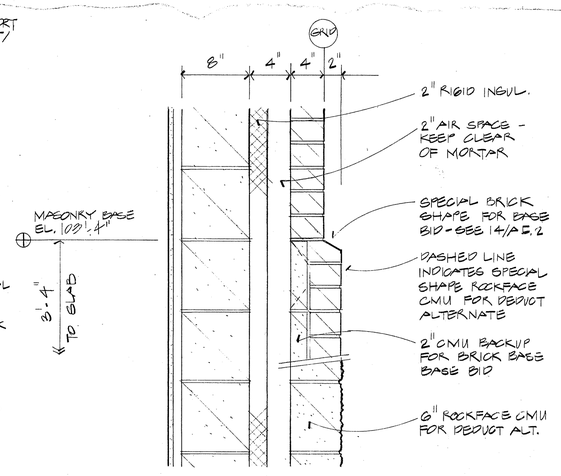
A4.2



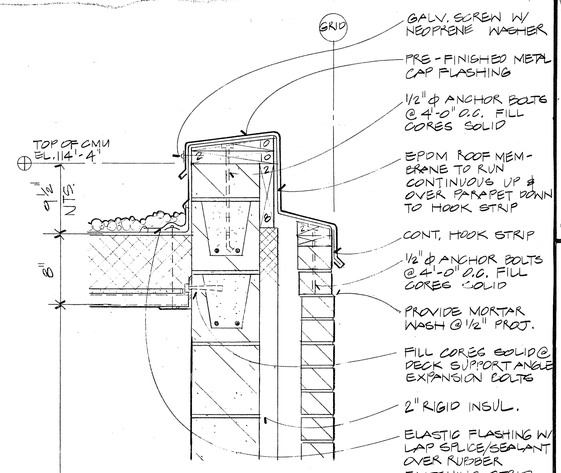
10 TYPICAL LOUVER DETAIL
1½" = 1'-0"



7 TYPICAL OFFICE WINDOW HEAD/SILL DETAILS
1½" = 1'-0"



4 TYPICAL EXTERIOR WALL BASE DETAIL
1½" = 1'-0"



1 TYPICAL PARAPET DETAIL
1½" = 1'-0"

11 TYPICAL DETAIL @ METAL ACCENT DISKS
1½" = 1'-0"

8 ROOF WALL DETAIL ALONG GRID 4
1½" = 1'-0"

5 TYPICAL GARAGE DOOR HEAD DETAIL
1½" = 1'-0"

2 TYPICAL WINDOW HEAD DETAIL
1½" = 1'-0"

12 SKYLIGHT DETAIL @ ROOM 114
1½" = 1'-0"

9 ROOF DETAIL @ ENTRY LINK
1½" = 1'-0"

6 TYPICAL GARAGE DOOR JAMB DETAIL
1½" = 1'-0"

39 TYPICAL WINDOW SILL & JAMB DETAIL
1½" = 1'-0"

SHRAY
ARCHITECTS
6900 WAYZATA BLVD., SUITE 105, MINNEAPOLIS, MN
55426 (612) 545-1441

TRUCK PROGRAMS FACILITY
ALEXANDRIA TECHNICAL COLLEGE
1601 JEFFERSON STREET ALEXANDRIA, MN 56308

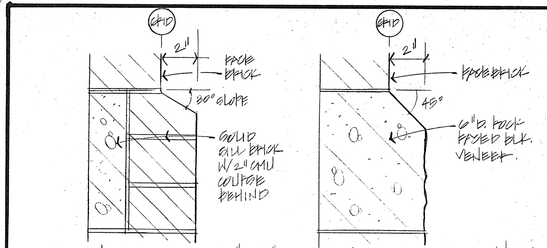
project no. 8821
drawn by LP
date 2 MAY 1991
revisions
△ BULLETIN NO. 1 7-24-91

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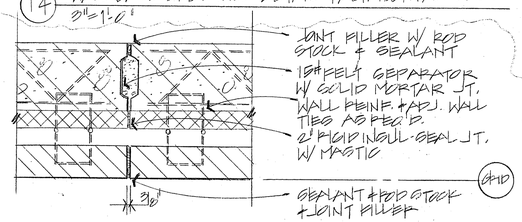
14567 Reg. No.

EXTERIOR DETAILS

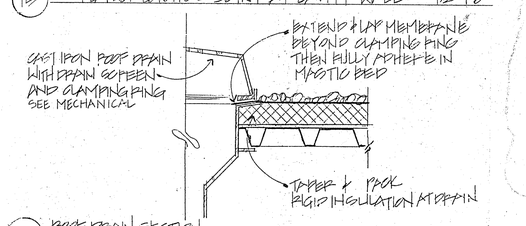
A5.1



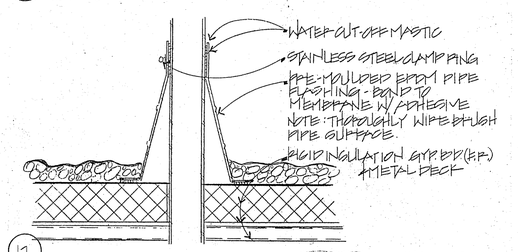
14 WALL BASE BRICK-SILL DETAIL + ALT. BACK FACE CMU SILL
3"=1'-0"



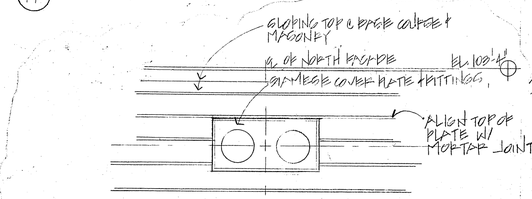
15 PLAN OF CONTROL JOINT AT CAVITY WALL 1½"=1'-0"



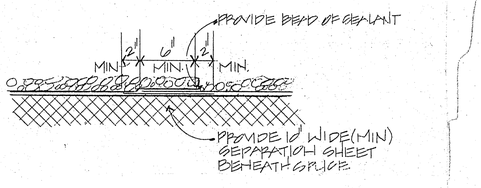
16 ROOF DRAIN SECTION
1½"=1'-0"



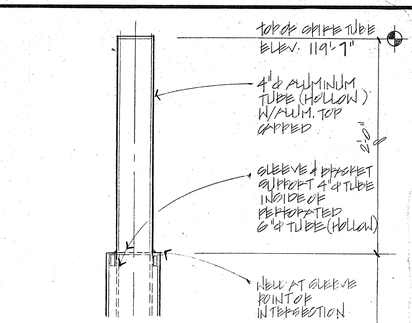
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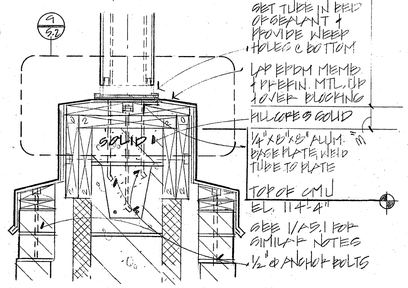
18 ELEVATION @ DAMAGE CONNECTION
1½"=1'-0"



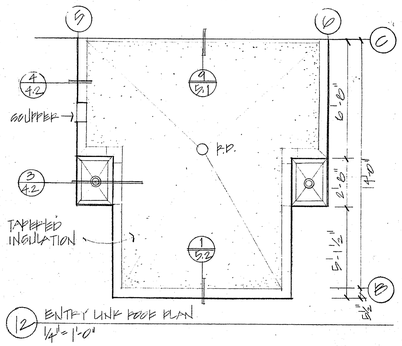
19 TYPICAL ROOF DETAILS
AS NOTED



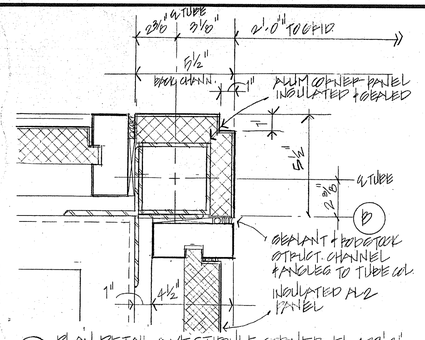
10 DETAIL AT ENTRY PIER
1½"=1'-0"



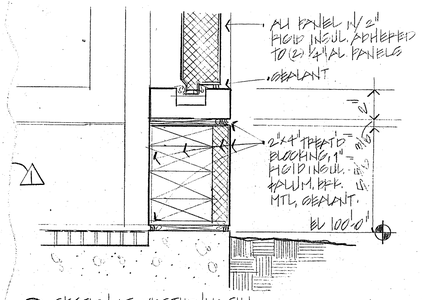
11 DETAIL AT ENTRY PIER
1½"=1'-0"



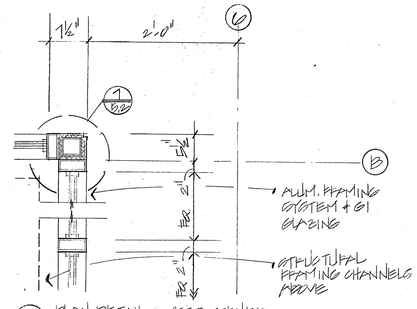
12 ENTRY LINK ROOF PLAN
¼"=1'-0"



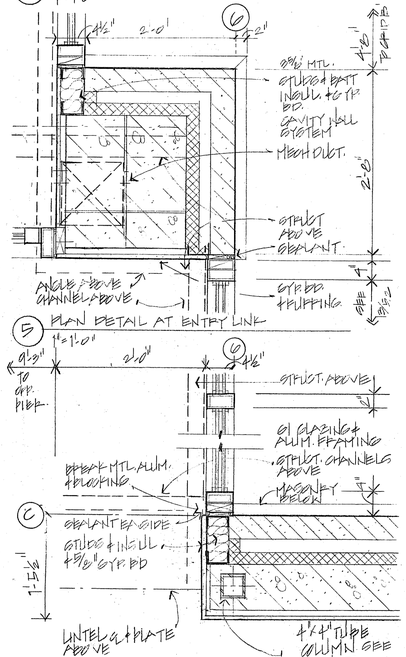
7 PLAN DETAIL @ VESTIBULE CORNER EL. 100'-8"
3"=1'-0"



8 SECTION AT VESTIBULE SILL
3"=1'-0"

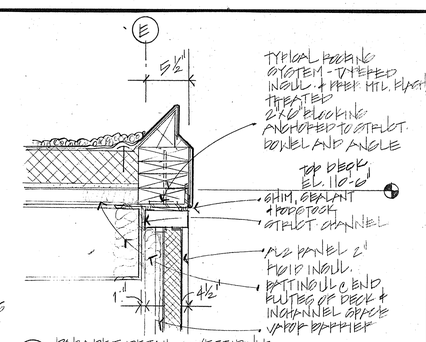


4 PLAN DETAIL @ VEST. CORNER
1"=1'-0"

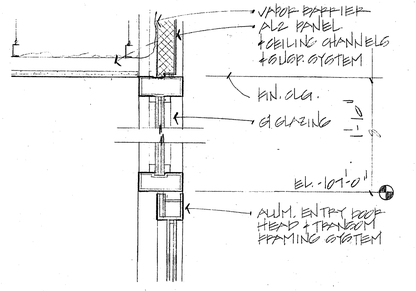


5 PLAN DETAIL AT ENTRY LINK
1"=1'-0"

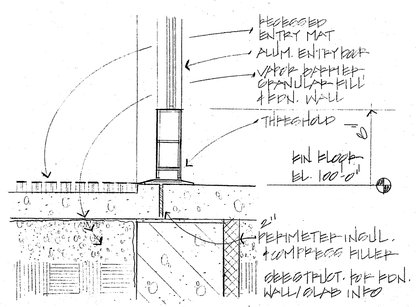
6 PLAN DETAIL AT ENTRY LINK
1"=1'-0"



1 PARAPET DETAIL @ VESTIBULE
1½"=1'-0"

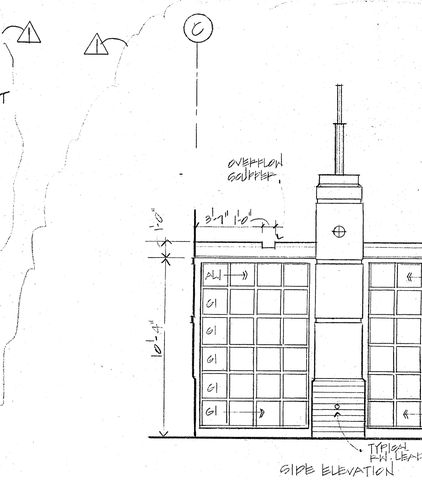


2 HEAD DETAIL AT VESTIBULE
1½"=1'-0"

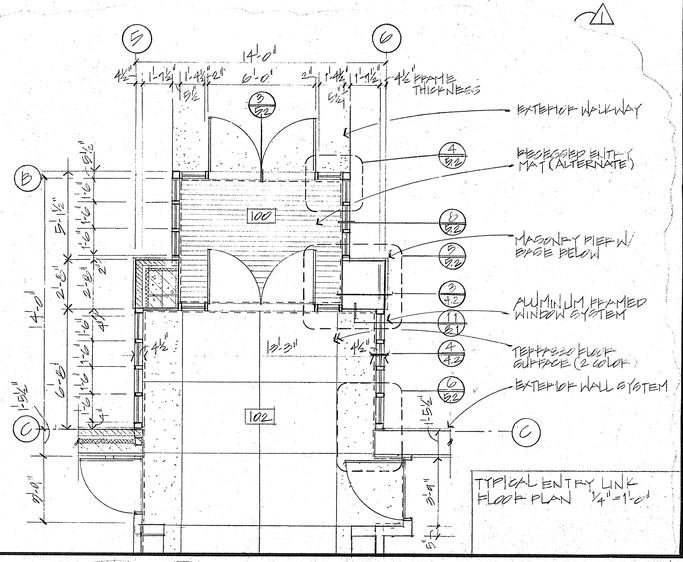


3 SILL DETAIL AT VESTIBULE
1½"=1'-0"

9 NOT USED



13 TYPICAL ENTRY LINK PLAN & ELEVATIONS
¼"=1'-0"



TYPICAL ENTRY LINK FLOOR PLAN ¼"=1'-0"

SIRNY ARCHITECTS
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55416 . 612 . 544 . 6055

TRUCK PROGRAMS FACILITY

ALEXANDRIA TECHNICAL COLLEGE

1601 JEFFERSON STREET ALEXANDRIA, MN 56308

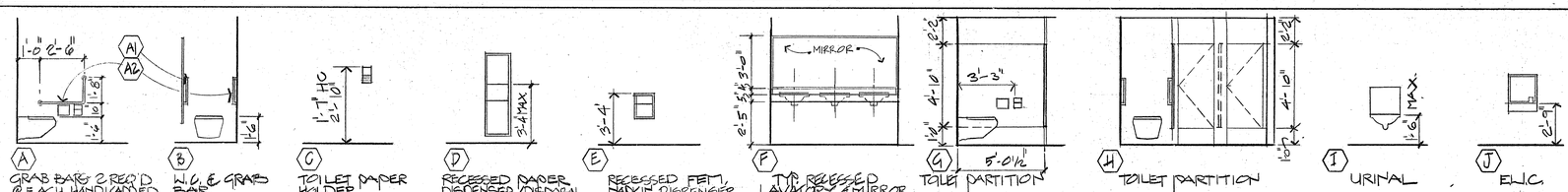
project no. 58.01
drawn by E.G.
date 12 MAY 1999
revisions
△ BULLETIN NO.1 1-24-01

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Reg. No. 45607

EXTERIOR DETAILS

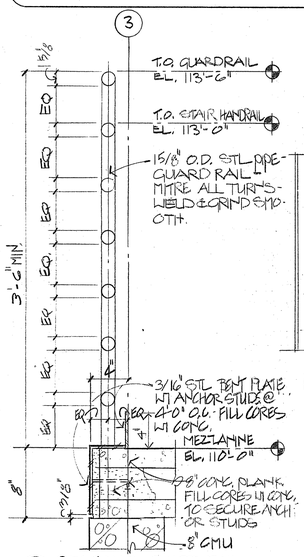
A5.2



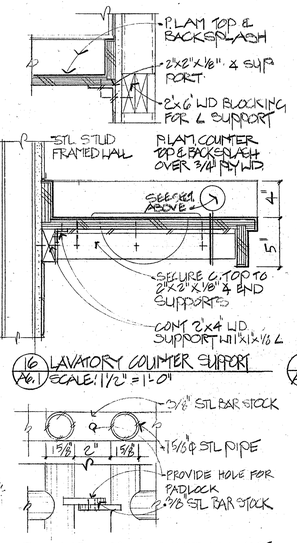
A GRAB BARS 2 REQ'D @ EACH HANDICAPPED TOILET STALL
B W.C. & GRAB BAR
C TOILET PAPER HOLDER
D RECESSED PAPER DISPENSER/DISPOSAL
E RECESSED FEM. NAPKIN DISPENSER
F 1'-0" RECESSED LAVATORY W/ MIRROR
G TOILET PARTITION
H TOILET PARTITION
I URINAL
J E.W.C.

1 A6.1 FIXTURE ELEVATION HEIGHTS & FIXTURE IDENTIFICATION INDEX
SCALE:

A1	RIGHT HAND GRAB BAR	G	TOILET PARTITION
A2	LEFT HAND GRAB BAR	H	TOILET PARTITION
B	W.C. & GRAB BAR	I	URINAL
C	TOILET PAPER HOLDER	J	E.W.C.
D	RECESSED PAPER DISPENSER/DISPOSAL	K	F.N. DISPOSAL
E	RECESSED FEM. NAPKIN DISPENSER	L	? HAND ? HAIR DRYER
F	RECESSED LAVATORY WITH MIRROR & SHELF		

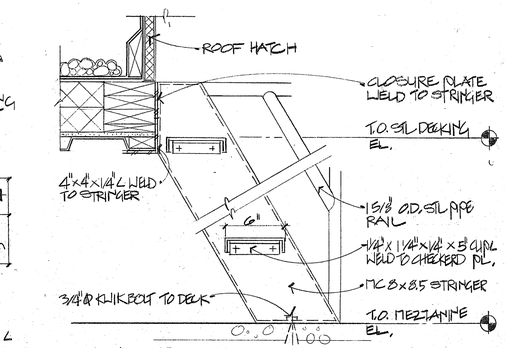


11 A6.1 SECTION @ GUARD RAIL
SCALE: 1 1/2" = 1'-0"

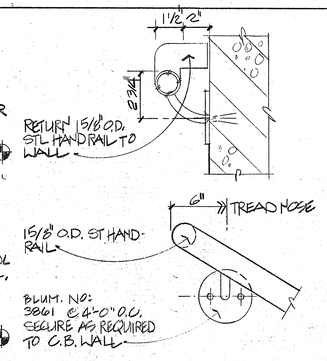


16 A6.1 LAVATORY COUNTER SUPPORT
SCALE: 1 1/2" = 1'-0"

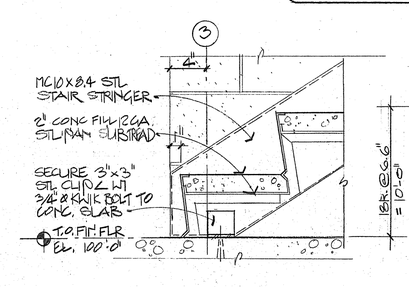
10 A6.1 LATCH DETAILS @ GUARD RAIL GATE
SCALE: 3" = 1'-0"



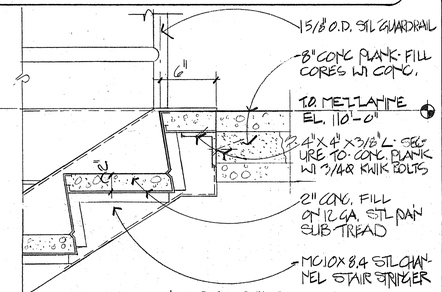
15 A6.1 SECTION @ SHIPS LADDER & ROOF HATCH



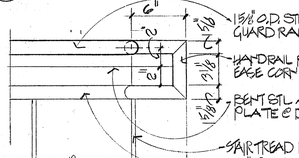
14 A6.1 DETAILS @ WALL MOUNTED HANDRAIL
SCALE: 1 1/2" = 1'-0"



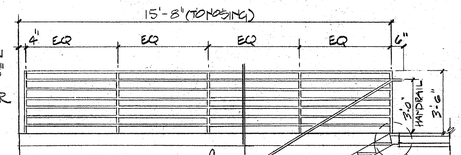
13 A6.1 SECTION @ STL STAIR
SCALE: 1 1/2" = 1'-0"



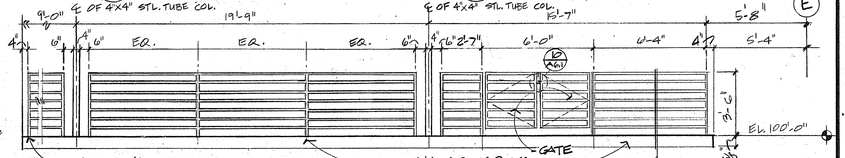
12 A6.1 SECTION @ STL STAIR
SCALE: 1 1/2" = 1'-0"



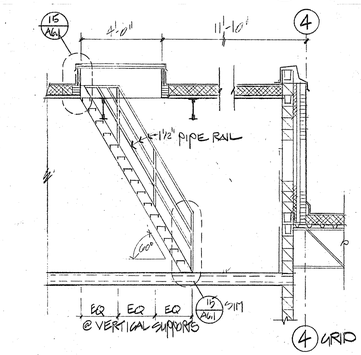
9 A6.1 PLAN DET. @ HANDRAIL RETURN
SCALE: 1 1/2" = 1'-0"



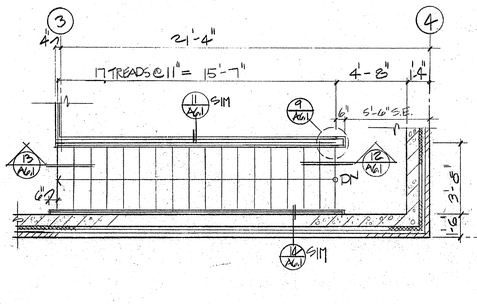
8 A6.1 ELEVATION - STL PIPE GUARDRAIL
SCALE: 1/4" = 1'-0"



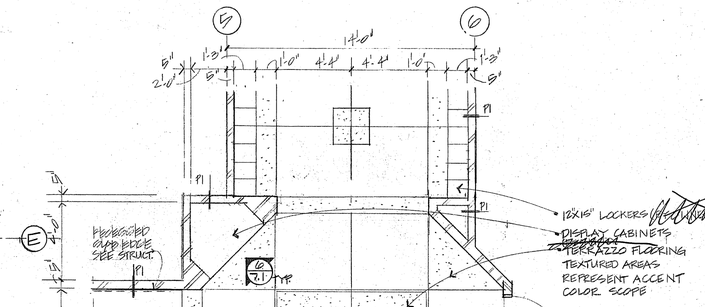
7 A6.1 ELEVATION - STL PIPE GUARD RAIL @ MEZZANINE LEVEL
SCALE: 1/4" = 1'-0"

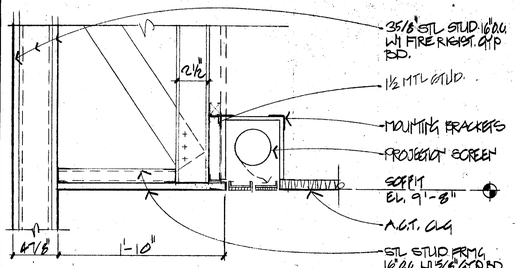


5 A6.1 SECTION @ SHIPS LADDER & ROOF SCUTTLE
SCALE: 1/4" = 1'-0"

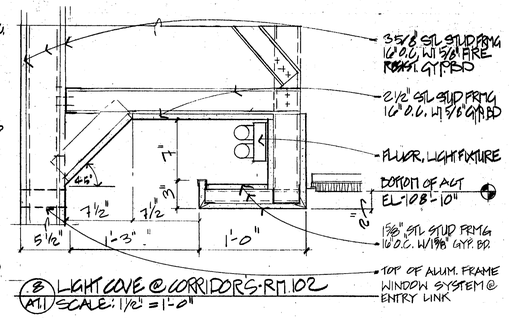


6 A6.1 PLAN - STAIR 'A' @ MEZZANINE LEVEL
SCALE 1/4" = 1'-0"

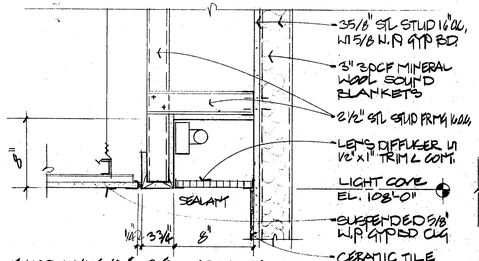

5'
1'-0"
1'-0"
4'-4"
4'-4"
1'-0"
1'-3"
5"
2'-0"
P1
P1
P1



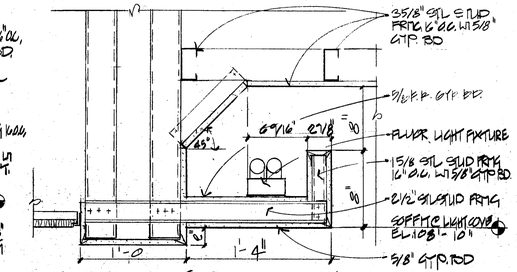
(9) A1.1 CLG SOFFIT & PROJECTION SCREEN DETAIL
SCALE: 1½" = 1'-0"



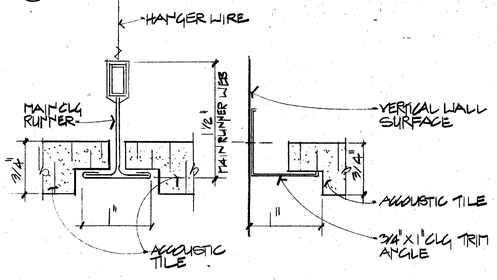
(8) A1.1 LIGHT COVE @ CORRIDORS - RM. 102
SCALE: 1½" = 1'-0"



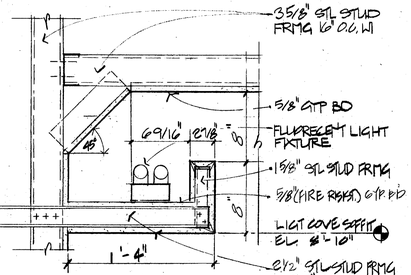
(10) A1.1 FLUOR. LIGHT COVE @ TILBET RMS 108, 109
SCALE: 1½" = 1'-0"



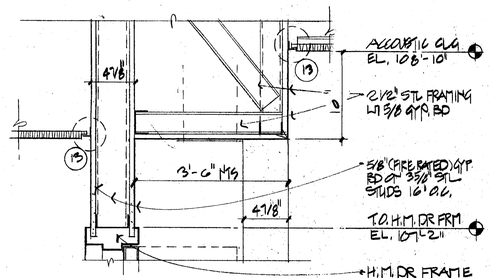
(11) A1.1 FLUOR. LIGHT COVE @ RM 102 - COMMONS
SCALE: 1½" = 1'-0"



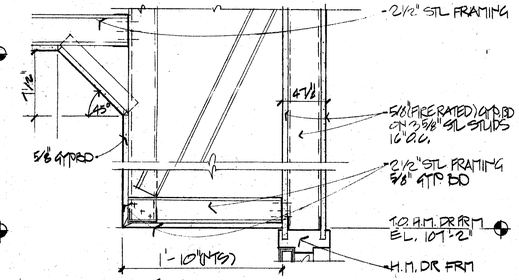
(13) A1.1 CLG RUNNER & CLG WALL JT
SCALE: FULL SIZE



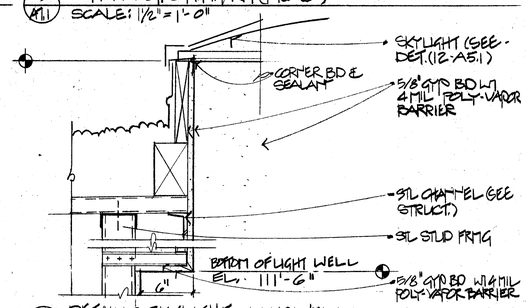
(12) A1.1 FLUOR. LIGHT COVE @ RM 102 - COMMONS
SCALE: 1½" = 1'-0"



(14) A1.1 SOFFIT DET. @ H.M. DR FRM (HEAD)
SCALE: 1½" = 1'-0"

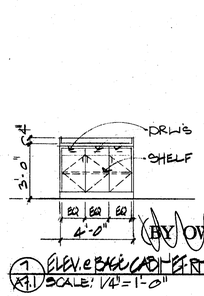


(15) A1.1 SOFFIT DET. @ H.M. FRM (HEAD)
SCALE: 1½" = 1'-0"



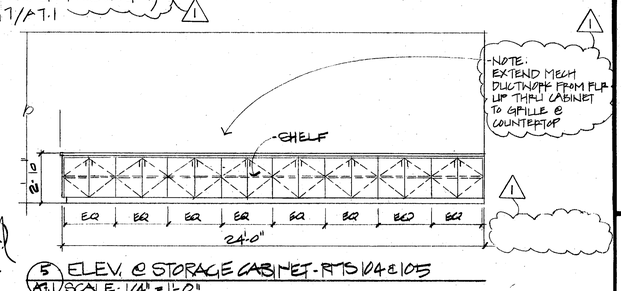
(16) 7.1 DETAIL @ SKYLIGHT - LIGHT WELL
SCALE: 1½" = 1'-0"

ALL MILLWORK ADDED BY CHANGE ORDER #1
DETAILS 5, 6, 7 / A7.1

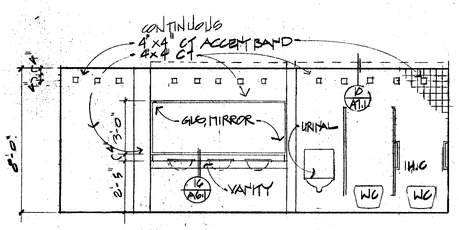


(7) A1.1 ELEV. @ BAGG. CABINET - RM 104
SCALE: 1/4" = 1'-0"

(6) A1.1 ELEV. @ DISPLAY CASE - RM 102
SCALE: 1/4" = 1'-0"

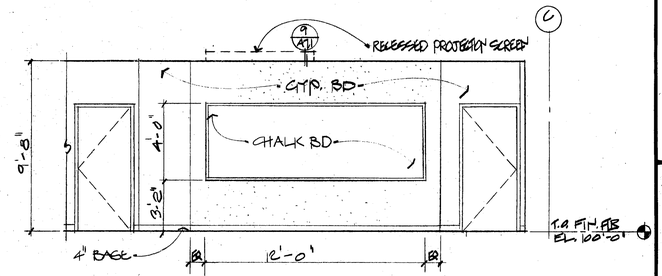


(5) A1.1 ELEV. @ STORAGE CABINET - RMS 104 & 105
SCALE: 1/4" = 1'-0"

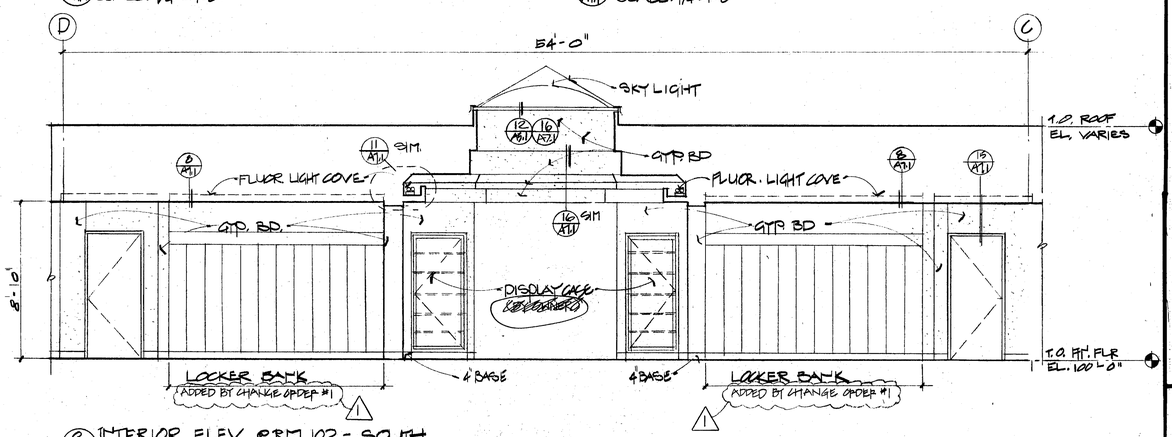


NOTE: SEE SHT A6.1 FOR FIXTURE MOUNTING HEIGHTS

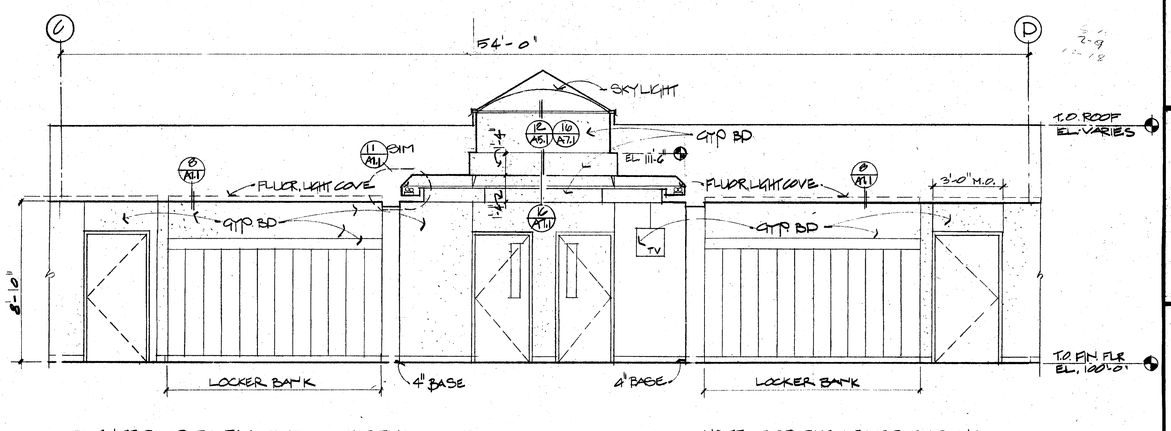
(4) A1.1 INTERIOR ELEV. @ TILBET RM 108 (RM 109 SIM.) SOUTH
SCALE: 1/4" = 1'-0"



(3) A1.1 INTERIOR ELEV. @ RM 104 (RM. 105 SIM.) - SOUTH
SCALE: 1/4" = 1'-0"



(2) A1.1 INTERIOR ELEV. @ RM 102 - SOUTH
SCALE: 1/4" = 1'-0"



(1) A1.1 INTERIOR ELEV @ RM. 102 - NORTH
SCALE: 1/4" = 1'-0"

NOTE: SEE SHT A5.1 FOR FLOOR, WALL & CLG FINISH MATERIALS

SIRNY ARCHITECTS
6900 WENTZEL BLVD, SUITE 104, MINNEAPOLIS, MN
55426, 612, 544, 6055

TRUCK PROGRAMS FACILITY
ALEXANDRIA TECHNICAL COLLEGE
1601 JEFFERSON STREET ALEXANDRIA, MN 56308

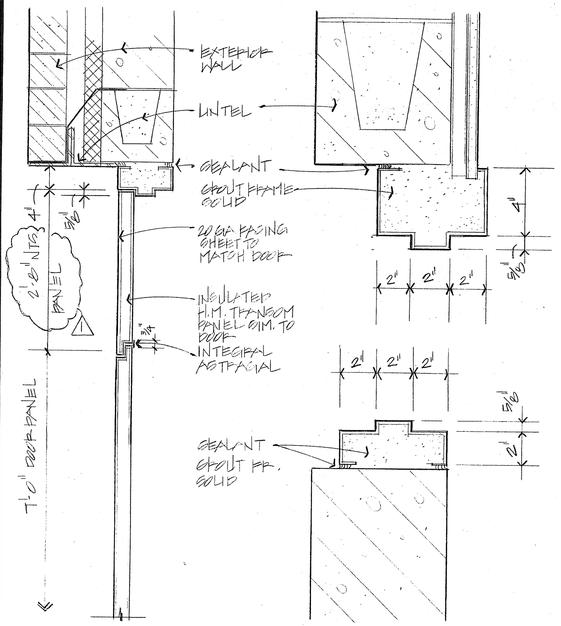
project no. 58.01
drawn by EA, MP
date 12 MAY 2011
revisions
1 REVISED DOCUMENTS 10.17.12

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Registered Architect under the laws of the State of MINNESOTA

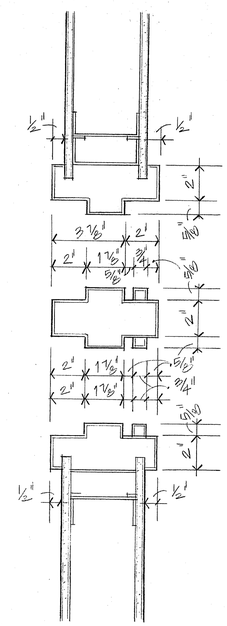
14567
Reg. No.

INTERIOR ELEVATIONS

A7.1



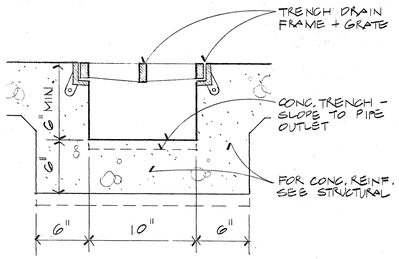
10 DOOR/HEAD TRANSOM DETAIL 1½" = 1'-0"



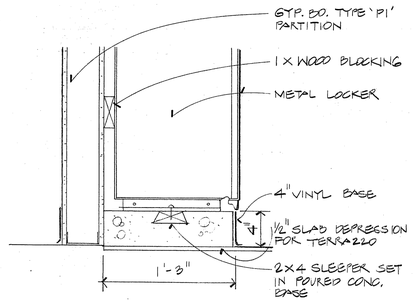
1B H.M. HEAD & JAMB DETAIL @ P2B & P3 WALL 3" = 1'-0"

1A H.M. HEAD, JAMB & SIDELITE DETAILS IN P1 TYPE WALL 3" = 1'-0"

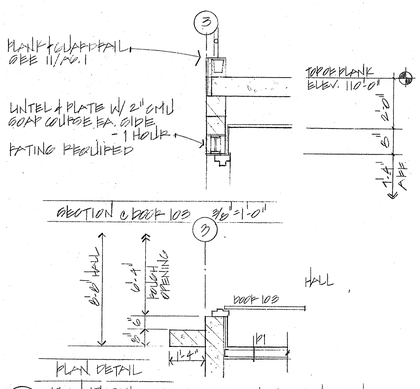
7 TYPICAL HEAD/JAMB FRAMING DETAILS - HOLLOW METAL 3" = 1'-0" & 1½" = 1'-0"



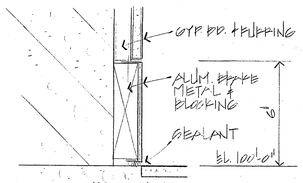
8 TRENCH DRAIN DETAIL 1½" = 1'-0"



9 LOCKER BASE DETAIL 1½" = 1'-0"



10 PLAN DETAIL AT DOOR 103 & SECTION AT HEAD 3/8" = 1'-0"



11 DETAIL @ VESTIBULE PIER BASE 3" = 1'-0"

DOOR SCHEDULE

DOOR NO.	DOOR SIZE	DOOR TYPE	FRAME TYPE	HARDWARE GROUP
100	6'-0"x7'-0"(PR)	5	F6	1
100A	6'-0"x7'-0"(PR)	5	F6	1A
101	6'-0"x7'-0"(PR)	5	F6	1
101A	6'-0"x7'-0"(PR)	5	F6	1A
102	5'-0"x7'-0"(PR)	1	F1	6
103	6'-0"x7'-0"(PR)	3	F2	5
104	3'-0"x7'-0"	2	F1	3
104A	3'-4"x7'-0"	1	F1	3
105	3'-0"x7'-0"	2	F1	3
105A	3'-0"x7'-0"	1	F1	3
106	3'-0"x7'-0"	1	F4	3
106A	3'-0"x7'-0"	1	F1	3
107	3'-0"x7'-0"	1	F4	4
107A	3'-0"x7'-0"	1	F1	4
108	3'-0"x7'-0"	1	F1	4
109	3'-0"x7'-0"	1	F1	4
110	3'-0"x7'-0"	1	F5	3
111	3'-0"x7'-0"	1	F5	3
112	3'-4"x7'-0"	3	F2	7
113	3'-4"x7'-0"	3	F2	7
114	3'-0"-7'-0"	4	F8	2
114A	3'-0"x7'-0"	4	F8	2
114B	14'-0"x14'-0"	7	See DWGS.	1
114C	14'-0"x14'-0"	7	See DWGS.	1
114D	14'-0"x14'-0"	7	See DWGS.	1
114E	18'-0"Wx14'-0"H	7	See DWGS.	1
201	3'-0"x7'-0"	6	F3	7

4 DOOR SCHEDULE

EXTERIOR WALL TYPES

W1 10" STANDARD WEIGHT CMU WITH #5'S AT 96" O.C. WITH 2" RIGID INSULATION, 2" AIR SPACE AND 4" FACE BRICK (UTILITY SIZE) AND ROCK FACE CMU EASE. SEE DRAWINGS.

W1A SAME AS W1 BUT WITH REINFORCED CMU WITH #6'S AT 48" O.C.

W2 SAME AS W1 BUT WITH 8" CMU (NON-REINFORCED - ONLY ABOVE WALL OPENINGS)

INTERIOR WALL TYPES

NOTE: ALL INTERIOR PARTITIONS/STUDS TO ACHIEVE MINIMUM L/240 DEFLECTION.

P1 3 5/8" 25 GAUGE METAL STUDS AT 24" O.C. WITH ONE LAYER FIRE RATED (ONE HOUR) 5/8" GYPSUM BOARD EACH SIDE WITH 1 1/2" ACOUSTIC INSULATION. PARTITION TERMINATES AT METAL DECK OR CONCRETE PLANK ABOVE. NOTE: AT P1 AREAS W/HEIGHT OR LESS VERTICAL SPAN PROVIDE STUD SPACING @ 24" O.C.

P1A SAME AS P1 BUT ONE SIDE TO BE MOISTURE RESISTANT GYPSUM BOARD. ONE HOUR RATED PARTITION.

P1B SAME AS P1 BUT NON-RATED PARTITION.

P2 3 5/8" 25 GAUGE GALVANIZED METAL STUDS AT 24" O.C. EACH SIDE (CHASE WALL) WITH 5/8" WATER RESISTANT GYPSUM BOARD EACH SIDE WITH 3 " SOUND ATTENUATION BLANKETS. NON-RATED PARTITION TERMINATES AT STRUCTURE.

P3 8" STANDARD WEIGHT C.M.U. TERMINATING AT METAL DECK OR CONCRETE PLANK ABOVE. ONE HOUR RATED PARTITION.

P3A SAME AS P3 BUT ONE SIDE GALVANIZED 7/8" FURRING CHANNELS AND 5/8" MOISTURE RESISTANT GYPSUM BOARD. NON-RATED PARTITION.

P3B SAME AS P3 BUT WITH ONE SIDE 7/8" FURRING CHANNELS AND 5/8" GYPSUM BOARD. NON-RATED PARTITION.

P3C SAME AS P3B BUT BOTH SIDES FURRING AND GYPSUM BOARD. (ONE SIDE 5/8" MOISTURE RESISTANT GYPSUM BOARD.

P3D SAME AS P3 BUT WITH BOTH SIDES FURRED OUT WITH 7/8" CHANNELS AND 5/8" GYPSUM BOARD.

P4 7/8" FURRING CHANNELS AND 5/8" GYPSUM BOARD TERMINATES 6" ABOVE FINISH CEILING HEIGHT.

P5 SAME AS P3 BUT NON-RATED PARTITION.

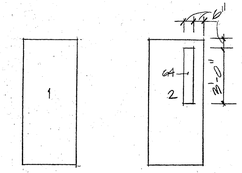
5 PARTITION SCHEDULE - INTERIOR & EXTERIOR

FINISH SCHEDULE

	FLOOR		BASE		WALL		CEILING
A	TERRAZZO ACT. SEALED CONCRETE	1	NOT USED	A	PAINT	1	ACT NO. 1 (2'X4')
		2	CER. TILE NO. 2	B	CER. TILE (4"X4") 3,4	2	ACT NO. 2 (2'X2')
		3	4" VINYL	C	NOT USED	3	PAINT ON GYPSUM BOARD
B	CER. TILE NO. 1,2	4	NONE	D	UN-FINISHED	4	NONE
C	RESIL. #1,2 FLOORING	5		E		5	PAINT ON STRUCTURE
D	CARPET			F	VENEER PLASTER		
E	SEALED CONCRETE						
F	RECESSED ENTRY MAT OR ALTERNATE SEALED CONCRETE						

2

6 FINISH SCHEDULE



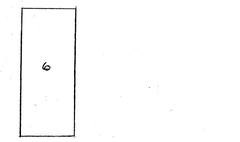
1 3/4" SOLID CORE RED OAK VENEER FLUSH PANEL 20 MIN. RATED

SAME AS 1 BUT W/ VISION PANEL

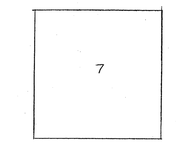
1 3/4" HOLLOW METAL FLUSH PANEL - 60 MIN. RATING

1 3/4" HOLLOW MTL. FLUSH PANEL INSULATED

1 3/4" ALUMINUM FRAMED PANEL SEE PROJECT MAN.

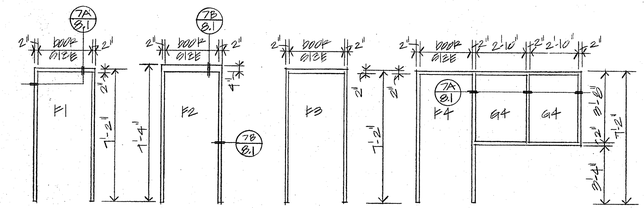


1 3/4" HOLLOW METAL FLUSH PANEL NOT RATED

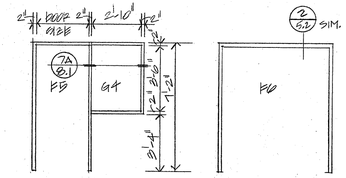


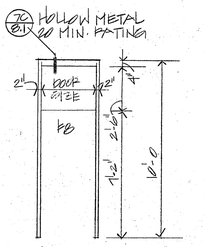
OVERHEAD INSULATED SECTIONAL DOOR W/ VISION PANEL - SEE PROJECT MANUAL

1 DOOR TYPES NO SCALE

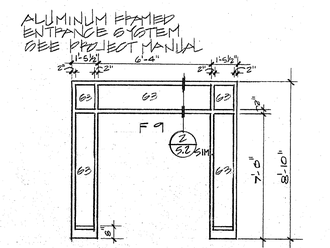


HOLLOW METAL 20 MIN. RATING | HOLLOW METAL 60 MIN RATING | HOLLOW METAL NO RATING | HOLLOW METAL 20 MIN. RATING





HOLLOW METAL 60 MIN. RATING



ALUMINUM FRAMED ENTRANCE SYSTEM SEE PROJECT MANUAL

HOLLOW METAL - NO RATING | ALUMINUM - NO RATING DOORS 100A 101A

2 FRAME TYPES 1/4" = 1'-0"

G1 - 1" CLEAR INSULATED GLASS
G1A - 1" CLEAR INSULATED GLASS - TEMPERED
G2 - ¼" CLEAR FLOAT GLASS (NOT USED)
G3 - ¼" CLEAR TEMPERED GLASS
G4 - ¼" CLEAR WIRE GLASS
AL1 - ALUMINUM INFILL PANEL - INSULATED W/ ⅛" ALUM. PANEL EACH SIDE
AL2 - SAME AS AL1 - BUT ⅛" ALUM. PANEL ON EXTERIOR SURFACE ONLY

3 GLAZING KEY SCHEDULE

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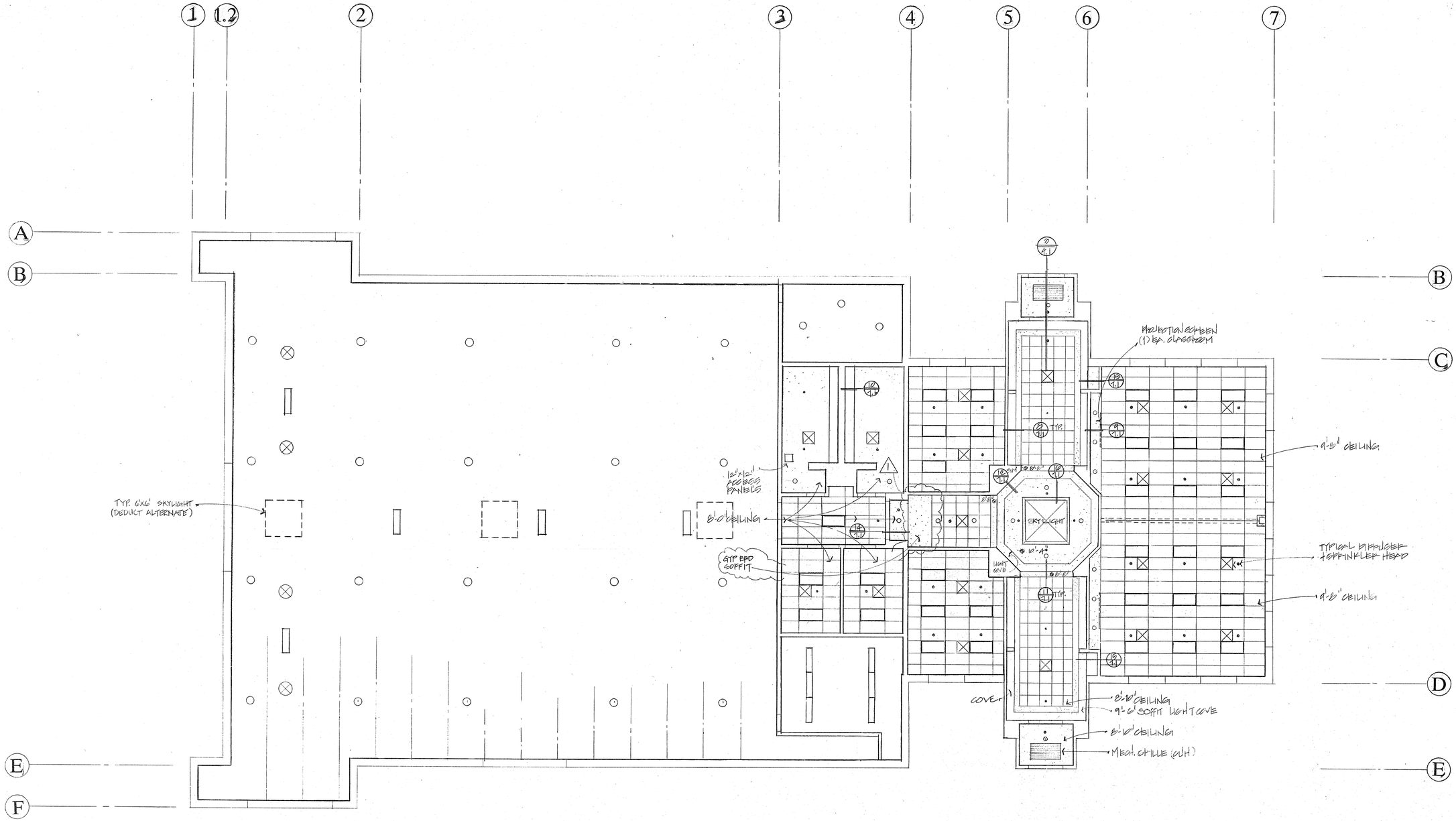
TRUCK PROGRAMS FACILITY
ALEXANDRIA TECHNICAL COLLEGE
1601 JEFFERSON STREET ALEXANDRIA, MN 56308

project no. 58.01
drawn by E.G.
date 12 MAY 1991
revisions
BULLETIN NO. 1 7-24-91
PERMIT DOCUMENTS 9-17-92

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Reg. No. 14567

PARTITION TYPES
DOOR AND FRAME SCHEDULE

A8.1



NOTE

1. ALL CEILING HEIGHTS AT 8'-10" UNLESS NOTED OTHERWISE - SEE FINISH SCHEDULES

MAIN LEVEL REFLECTED CEILING PLAN

SCALE: : 1/8"= 1'-0"

SIRNY ARCHITECTS
6009 WAYZATA BLVD., SUITE 103, MINNEAPOLIS, MN
55416 · 612 · 544 · 6055

TRUCK PROGRAMS FACILITY

ALEXANDRIA TECHNICAL COLLEGE

1601 JEFFERSON STREET, ALEXANDRIA, MN 56308

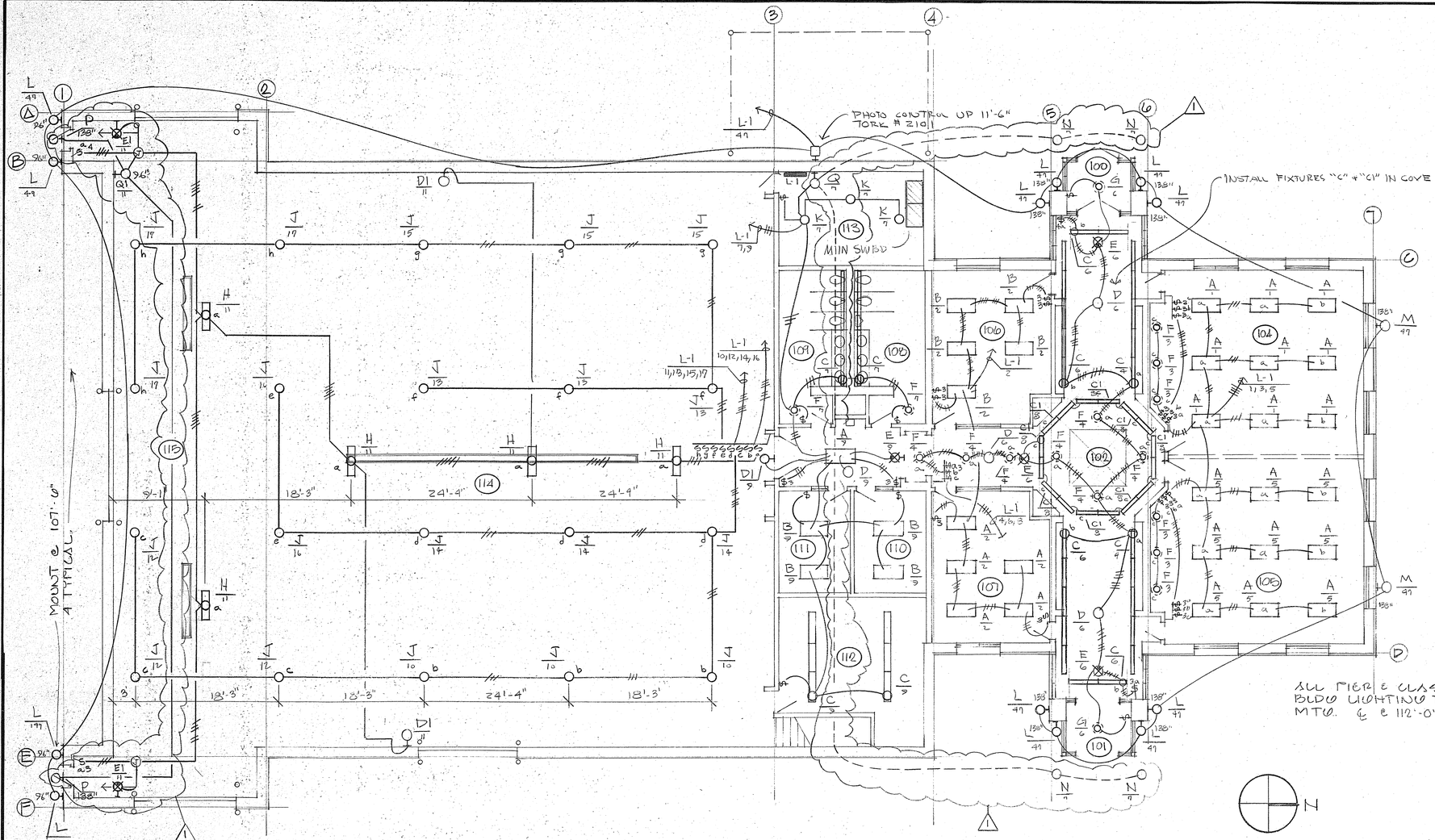
project no. 5801
drawn by E.G.
date 12 MAY 1997
revisions
1 REVISED DOCUMENTS 8.17.98

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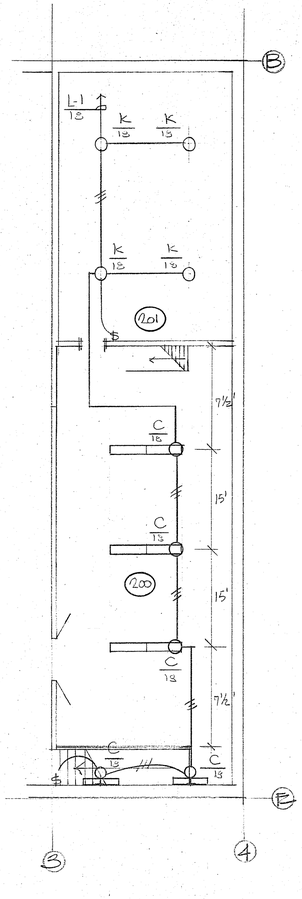
14567
Reg. No.

MAIN FLOOR
REFLECTED CEILING PLAN

A9.1



1/E2 MAIN LEVEL FLOOR PLAN-LIGHTING
1/8" = 1'-0"



2/E2 MEZZ LEVEL LIGHTING
1/8" = 1'-0"

LIGHTING FIXTURE SCHEDULE

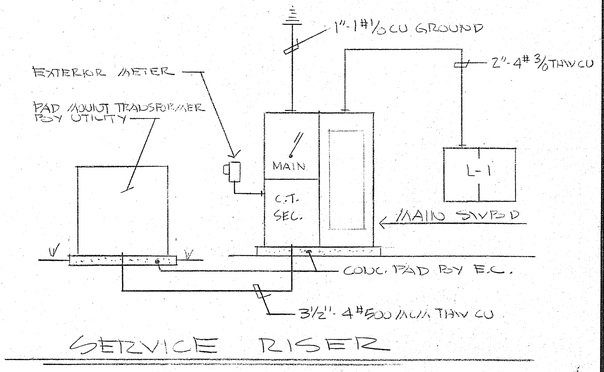
TYPE	DESCRIPTION	VOLT	LAMPS	DIFFUSER	MOUNT	MFGR & SERIES	NOTE
A	FLUORESCENT TROFFER 2'X4' LAY-IN	120	4-F40 34 W	ACRYLIC PRISMATIC	RECESSED	LUMAX #RG44024BE1FBRS	
B	FLUORESCENT TROFFER 2'X4' LAY-IN	120	3-F40 34 W	18 CELL PARABOLIC	RECESSED	LUMAX #PG34024BE1S18	
C	FLUORESCENT STRIP 4'	120	2-F40 34 W	NONE	CHAIN OR COVE	LUMAX #CS24048BE1U	
C1	FLUORESCENT STRIP 3'	120	2-F30 25 W	NONE	COVE	LUMAX #CS23003BE1U	
D	EMERGENCY FIXTURE	120	WITH FIXTURE	NONE	CEILING	CHLORIDE #CEL	
D1	EMERGENCY FIXTURE	120	WITH FIXTURE	NONE	WALL	CHLORIDE #CMF24T2ACPML18/3	
E	EXIT LIGHT WITH BATTERY PACK	120	WITH FIXTURE	STENCIL FACE	CEILING /WALL	CHLORIDE #8KELIR	
E1	EXIT LIGHT WITH BATTERY PACK & 2 HEADS	120	WITH FIXTURE	STENCIL FACE	WALL	CHLORIDE #2HESFSR1W2	
F	FLUORESCENT DOWNLIGHT	120	2-26W QUAD TUBE	NONE	RECESSED	KURT VERSEN #P642-120HP	
G	H.I.D. DOWNLIGHT	120	1-100W MH	SPREAD LENS	RECESSED	KURT VERSEN #R5672-100 120MHIN	
H	INDUSTRIAL FLUORESCENT	120	2-F48 HO 60W	NONE	CHAIN	LUMAX #TR24848-KAIUA	
J	INDUSTRIAL H.I.D.	120	1-400W H.P.S.	NONE	STEM	BEGA #8KA540L2-1	
K	INDUSTRIAL INCANDESCENT	120	1-150W	NONE	STEM	BENJAMIN #V5642	
L	EXTERIOR H.I.D.	120	1-35W H.P.S.	GLASS	WALL	BEGA #2979S BLACK	
M	EXTERIOR H.I.D.	120	1-70W H.P.S.	GLASS	WALL	BEGA #3076S BLACK	

PANELBOARD SCHEDULE

PANEL	VOLTAGE	PHASE	WIRE	MAINS	TRIM	BRANCH CIRCUITS 1-POLE	2-POLE	3-POLE	REMARKS
L-1	120/208	3	4	225 A LUGS ONLY	SURFACE	44-20A 8-20A GFCI 32 SPACE			TWO SECTION PANEL

MAIN SWITCHBOARD SCHEDULE

CKT NO	FUSED SWITCH SIZE	POLES	FUSE	WIRE	SERVICE
1	400A	3	400A	4	MAIN SWITCH
2	200A	3	200A	4	PANEL "L-1"
3	100A	3	80A	3	A.C. COLD #2
4	30A	3	25A	3	SUPPLY FAN #1
5	30A	3	15A	3	SUPPLY FAN #2
6	30A	3	15A	3	EXH. FAN #1
7	30A	3	15A	3	EXH FAN #2
8	30A	3	25A	3	AIR COMP.
9	30A	3	15A	3	AIR COMP.
10	60A	3	60A	3	WELDER
11	60A	3	60A	3	WELDER
12	30A	3	20A	3	HTG. PUMPS
13	30A	3			SPARE
14	100A	3			SPARE
SPACE ONLY		1-200/3	2-100/3		2-60/3



SERVICE RISER

SIRNY ARCHITECTS
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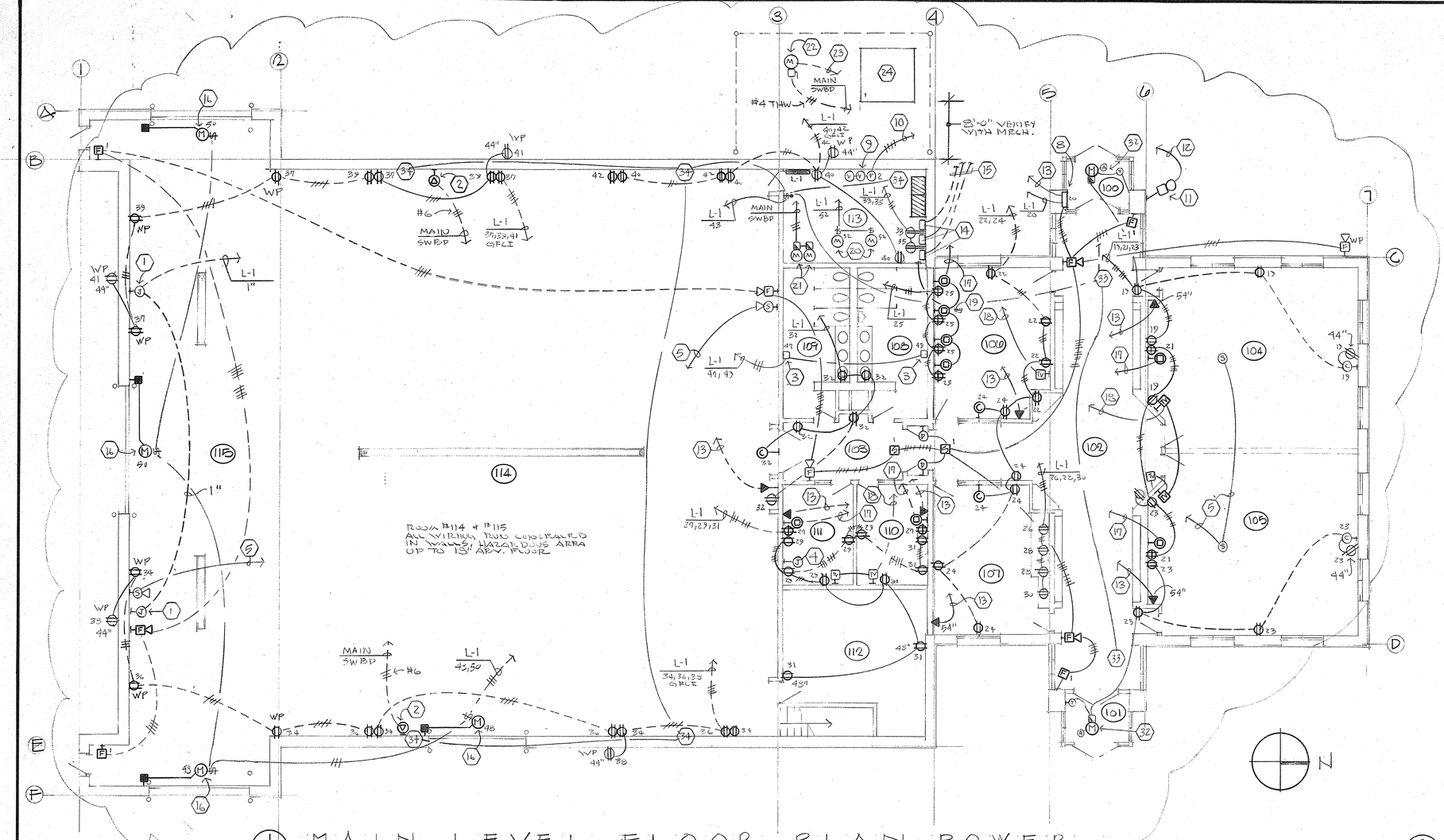
TRUCK PROGRAMS FACILITY
ALEXANDRIA TECHNICAL COLLEGE
1601 JEFFERSON STREET ALEXANDRIA, MN 56308

project no. 1937
drawn by CEL
date 5/13/91
revisions
△ RECEIVED DRAWINGS 10.17.92

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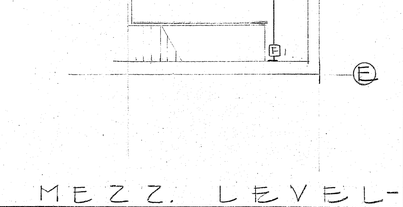
Thomas J. Podas
Reg. No. 19201
10-17-92

E 2



MAIN LEVEL FLOOR PLAN-POWER

E3 — 1/8" = 1'-0"

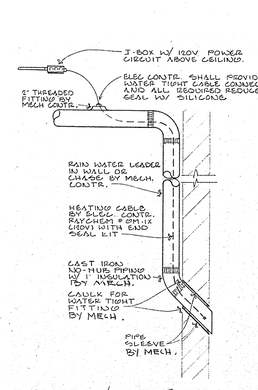


MEZZ. LEVEL-POWER

2/E3 — 1/8" = 1'-0"

ELECTRICAL NOTES

1. J BOX UP 44" WITH BLANK PLATE FOR FUTURE PRESSURE WASH
2. VENDING RECEP. VERIFY CONFIGURATION
3. ELEC. HAND DRYER, W/CORD #NT126
4. J BOX FOR OWNERS PAGING SYSTEM AMPLIFIER & MICROPHONE
5. DUE SPEAKER PAIR TO J BOX IN ROOM #111. PROVIDE 3/4" CONDUIT IN ALL WALLS, RUN TO ACCESSABLE CEILING SPACE.
6. OMITTED
7. OMITTED
8. FIRE ALARM CONTROL PANEL
9. SPRINKLER SYSTEM FLOW SWITCH & GATE VALVE SWITCHES (2)
10. TO F.A. CONTROL PANEL ROOM #100
11. SPRINKLER SYSTEM RISER
12. TO SPRINKLER FLOW SW. ROOM #113
13. RUN PAIR TELEPHONE CABLE TO TERMINAL IN ROOM #113. PROVIDE 3/4" CONDUIT IN ALL WALLS RUN TO ACCESSABLE CEILING SPACE
14. TELEPHONE (PUBLIC), TELEPHONE, INTERCOM, DATA AND T.V. OUTLET LOCATIONS. PROVIDE TRAINING STRIPS / HEAD END EQUIP. AS REQ'D. SEE SPECS.
15. SEE SITE PLAN FOR REQMTS
16. O.H. DOOR OPERATOR, 1/2 H.P., 120V. PROVIDE DISC. SW. WIRE ALL CONTROLS- PUSHBUTTON, LIMIT SWITCHES, PNEUMATIC STOP SWITCH ETC.
17. DATA CABLE TO TERMINAL IN ROOM #113. PROVIDE 3/4" CONDUIT IN ALL WALLS, RUN TO ACCESSABLE CEILING SPACE
18. T.V. CABLE TO TERMINAL IN ROOM #113. PROVIDE 3/4" CONDUIT IN ALL WALLS, RUN TO ACCESSABLE CEILING SPACE
19. PROVIDE THREE 2" CONDUIT SLEEVES ABOVE CEILING FOR TELE, DATA, T.V.
20. CONNECT TO BOILER, 120V. PROVIDE S.P. SWITCH.
21. HTG. PUMPS 1 1/2 H.P. 208V 3Ø. PROVIDE MANUAL MOTOR STARTER FOR EA.
22. A.C. COND. HZ., 50 AJ 208V, 3Ø. PROVIDE 100A, 3P, 3F, NF
23. 1/2" UP TO SUPPLY FAN #2, ROOM # 201
24. PAD MOUNT TRANSFORMER
25. SUPPLY FAN #1, 5 H.P. 208V, 3Ø. PROVIDE SIZE "1" MAGNETIC MOTOR STARTER WITH H-O-A & DISC. SW. WIRE 2PE, 2EP, FREEZESTAT & SMOKE DETECTOR
26. SUPPLY FAN #2 SAME AS NOTE #25 EXCEPT 3 H.P. & SIZE "0" STARTER
27. EXH. FAN #1, 3 H.P. 208V, 3Ø. PROVIDE MAGNETIC MOTOR STARTER WITH START-STOP PUSHBUTTON & 1 AUX. CONTACT. WIRE DAMPER MOTOR.
28. EXH. FAN #2, 2 H.P. 208V, 3Ø. PROVIDE MAGNETIC MOTOR STARTER SIZE "0" WITH H-O-A. PROVIDE TIME SWITCH TORK #8007 WIRE DAMPER MOTOR
29. EXH FAN #3, 1/4 H.P. 120V. PROVIDE MANUAL MOTOR STARTER & TIME SW. TORK #WB30UL, WIRE DAMPER MOTOR.
30. TRAP UNIT HTR AIR COMP. 3/4 H.P. 208V, 3Ø. PROVIDE SIZE "0" MAGNETIC MOTOR STARTER, WIRE PRESSURE SW.
31. OWNERS AIR COMP 5 H.P. 208V, 3Ø. PROVIDE MAGNETIC MOTOR STARTER SIZE 1 WIRE PRESSURE SW.
32. CAB UNIT HTR ABV. CEILING 1/2 HP, 120V. PROVIDE MANUAL MOTOR STARTER, WIRE AQUASTAT & THERMOSTAT
33. PROVIDE 3VD J BOX ON ROOF ADD APPROX 30' OF HEAT TAPE. RUN RAIN WATER PIPE FROM ROOF DRAIN TO OUTFALL AT GRADE. PROVIDE S.P. SWITCH WITH PILOT LIGHT IN ROOM #113, RAYCHEM #SM-1X
34. PROVIDE 20' OF HEAT TAPE TO RAIN WATER PIPE, WIRE TO SW IN ROOM #113. SEE DETAIL THIS SHEET



RWL W/ HEAT TAPE

SCALE: NONE

ELECTRICAL SYMBOLS		
THESE SYMBOLS COMPRISE A STANDARD LIST; ALL SYMBOLS MAY NOT APPEAR ON THIS PROJECT.		
SYMBOL	DESCRIPTION	MTG HT
c 0 A 3	CEILING OUTLET INDICATING FIXTURE TYPE, CIRCUIT NUMBER AND SWITCHING	CEILING
	WALL OUTLET	
	RECESSED FIXTURE - INCANDESCENT OR H.I.D.	CEILING
	FLUORESCENT FIXTURE	CEILING
EX	EXIT LIGHT - SHADING INDICATES FACE	
^{a}S	SINGLE POLE SWITCH - LETTER INDICATES OUTLETS SWITCHES	48"
$^{a}S\ ^{b}S\ ^{c}S$	DOUBLE POLE, THREE-WAY & FOUR-WAY SWITCHES	48"
WP GFI	DUPLEX CONVENIENCE OUTLET - WP INDICATES WEATHERPROOF - GF INDICATES GROUND FAULT INTERRUPTER TYPE.	12"
	COMBINATION OUTLET 125/250 VOLT, 20 AMP	12"
	SINGLE OUTLET FOR ELEC. WATER COOLER	
	CLOCK ~~OUTLET~~ RECEP. G.E # 4234	
	FLOOR OUTLET - 120 V .	FLOOR
	TELEPHONE OUTLET	12"
	FLOOR TELEPHONE OUTLET	FLOOR
M $^{a}3$	ELECTRIC MOTOR - NUMERAL REFERS TO MOTOR SCHEDULE	
	MOTOR STARTER	
	SAFETY SWITCH - SIZE AS NOTED	
T	THERMOSTAT	60"
A	AQUASTAT	
D	DAMPER MOTOR	
	LIGHTING PANELBOARD	6' TOP
	POWER OR DISTRIBUTION PANEL	
~~EX~~	~~SHADING OF FIXTURE INDICATES EMERGENCY OR NIGHTLIGHT CIRCUIT~~	

	DIMMER	48"
2,3,5	CONDUIT RUN CONCEALED IN CEILING OR WALLS INDICATING HOME RUN TO PANEL, CIRCUIT NUMBERS AND NUMBER OF CONDUCTORS	
	CONDUIT RUN IN OR BELOW FLOOR	
	CONDUIT RUN EXPOSED	
	JUNCTION BOX	
T	ELECTRICAL NOTE	
H	HUMIDISTAT	
F	FREEZESTAT	
PE	P.E. SWITCH	
EP	E.P. VALVE	
FS	FLOAT SWITCH	
RMC	REMOTE MOTOR CONTROL	
MF	MANUAL FIRE ALARM STATION	54"
FA	AUTOMATIC FIRE ALARM STATION (HEAT)	CEILING
S	AREA TYPE SMOKE DETECTOR	
S	DUCT MOUNTED HEAT DETECTOR	
S	DUCT MOUNTED SMOKE DETECTOR	
FACP	FIRE ALARM SIGNAL DEVICE - BELL/HORN	
MH	MAGNETIC DOOR HOLDER	
IC	INTERCOM OUTLET	
S	SPEAKER ~~OUTLET~~	
VC	VOLUME CONTROL	
MP	MICROPHONE OUTLET	
TV	TV OUTLET	
(N)	SPECIAL OUTLET AS NOTED	
ICS	INTERCOM CALL-IN SWITCH	
D	DATA OUTLET	12"
	ISOLATED GROUND DUPLEX RECEP	12"

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TRUCK PROGRAMS FACILITY

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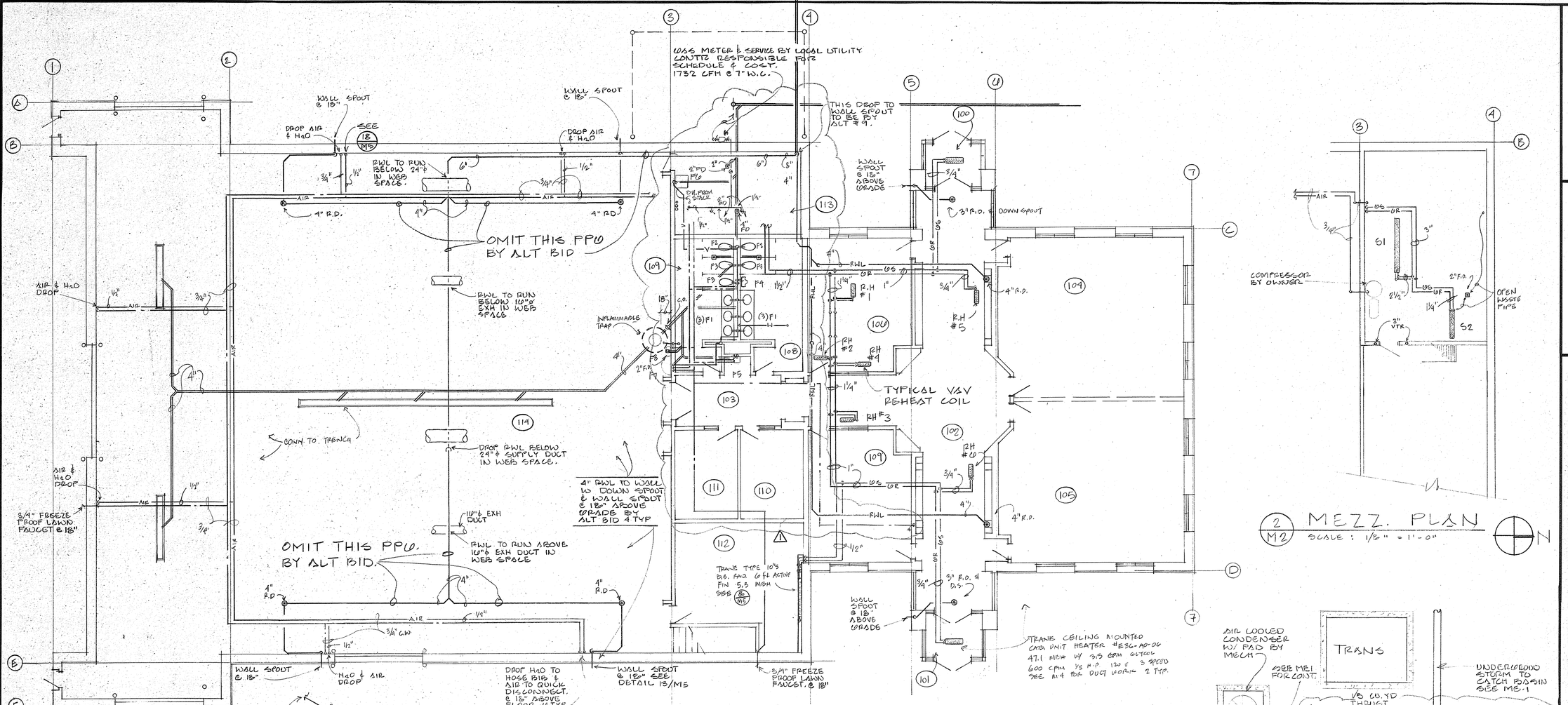
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project no. 1937
drawn by CES
date 5/13/91
revisions
1 ADD'L DRAWING 10.17.91

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Reg. No. 19501

E 3



1 / M2 MAIN LEVEL FLOOR PLAN
SCALE : 1/8" = 1'-0"

2 / M2 MEZZ. PLAN
SCALE : 1/8" = 1'-0"

3 / M2 WATER RISER
NO SCALE

4 / M2 WASTE & VENT RISER
NO SCALE

5 / M2 1/4" BOILER ROOM PLAN

N

SRMK ARCHITECTS
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TRUCK PROGRAMS FACILITY

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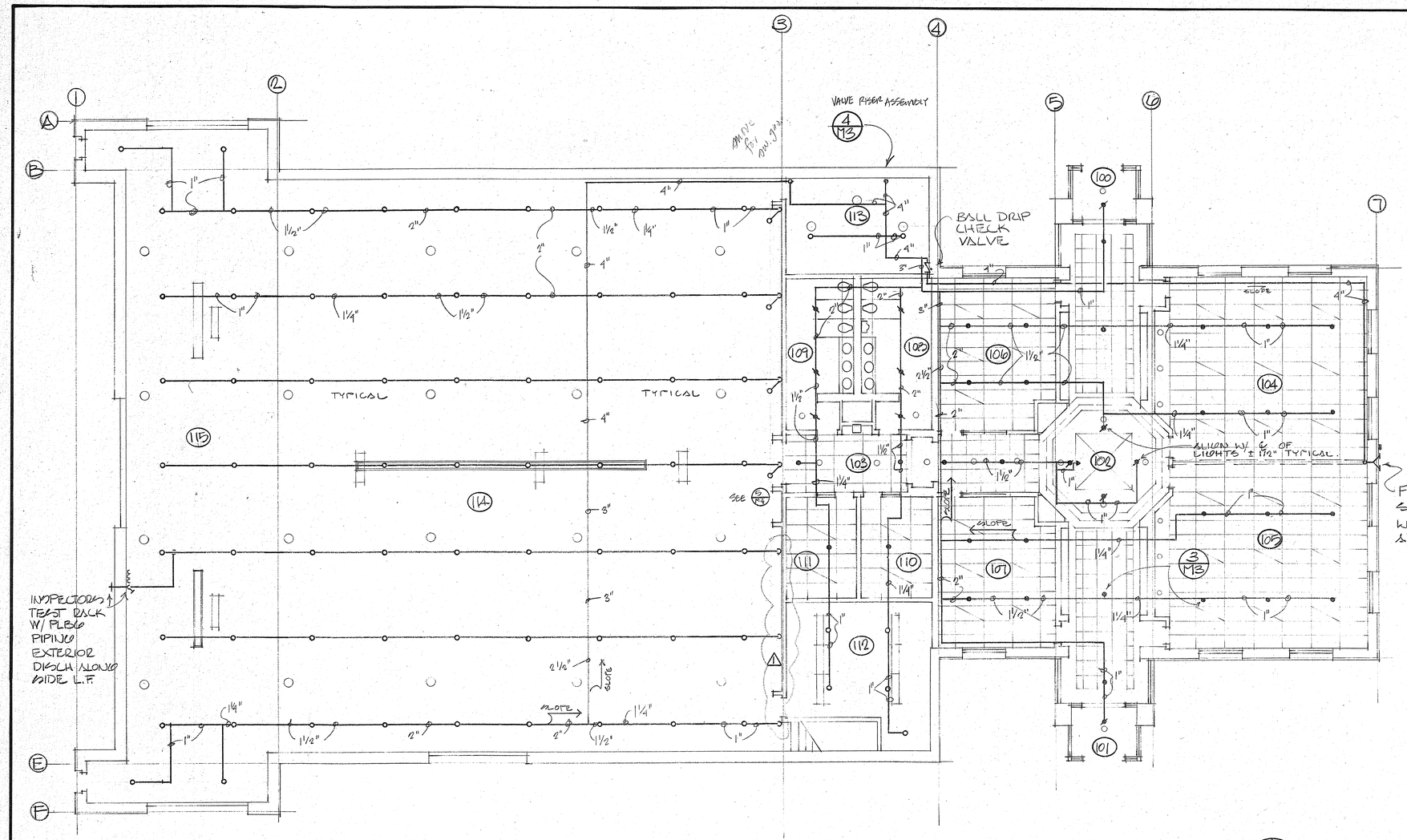
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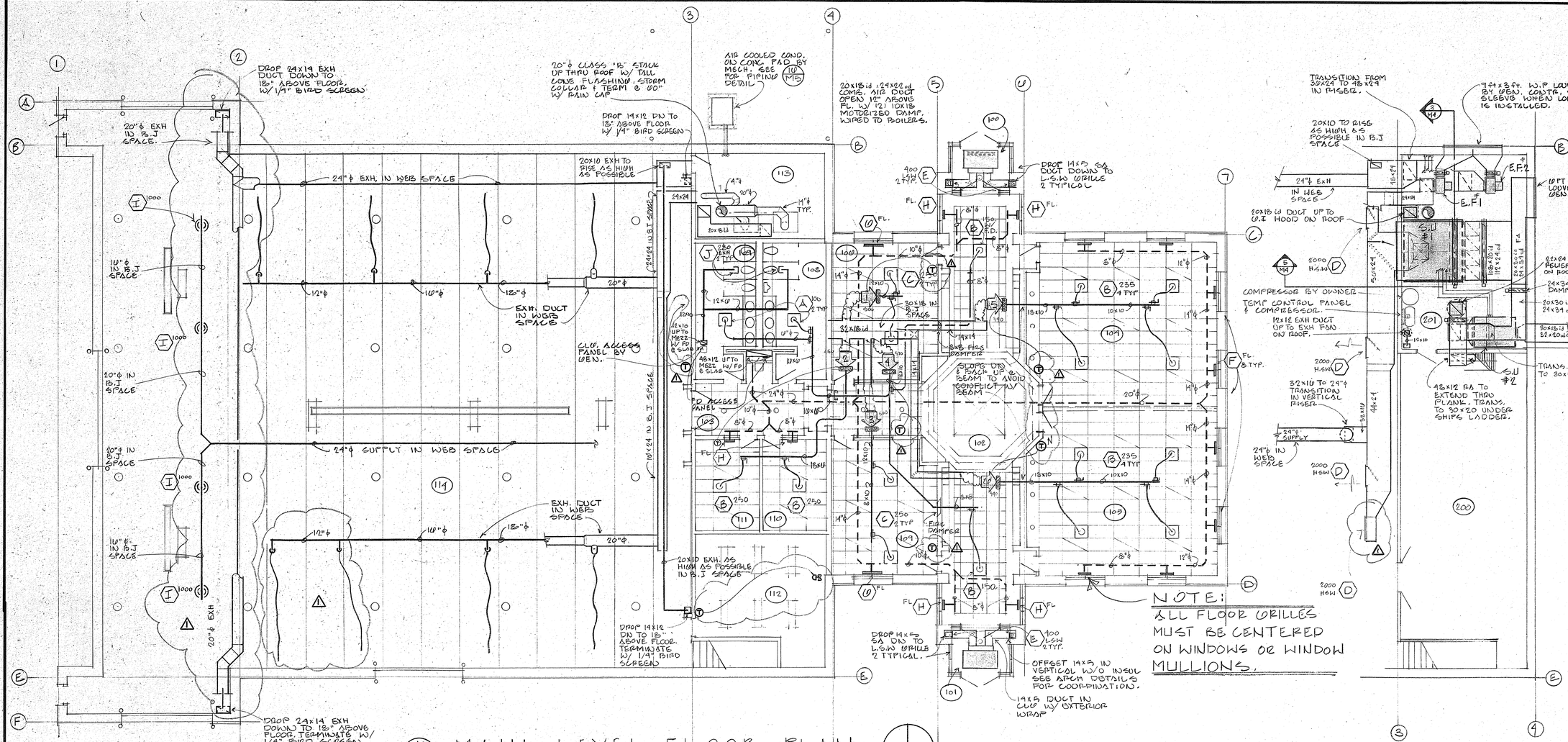
project no. 1937
drawn by MAW
date 5/13/21
revisions
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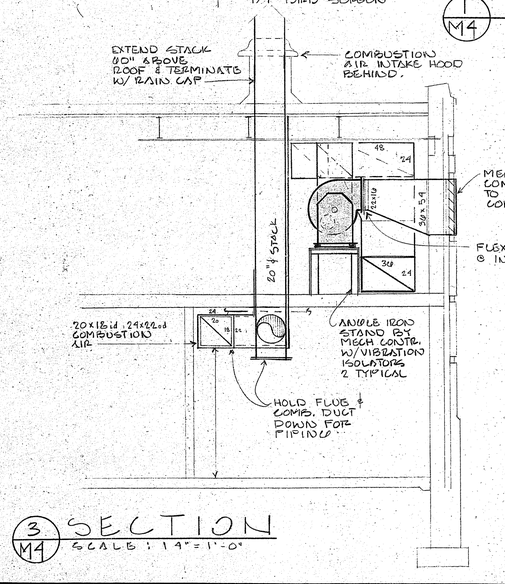
Reg. No.

M2

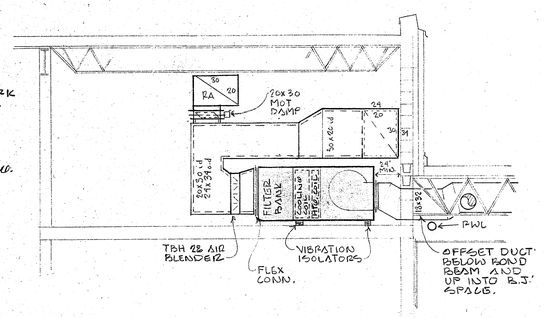

VALVE RISER ASSEMBLY
4
M3
BALL DRIP CHECK VALVE
TYPICAL
TYPICAL
INSPECTORS TEST RACK W/ PLUG PIPING EXTERIOR DISCH. ALONG SIDE L.F.
SEE 2/M3
SLOPE
SLOPE
SLOPE



1 M4 MAIN LEVEL FLOOR PLAN
SCALE : 1/8" = 1'-0"

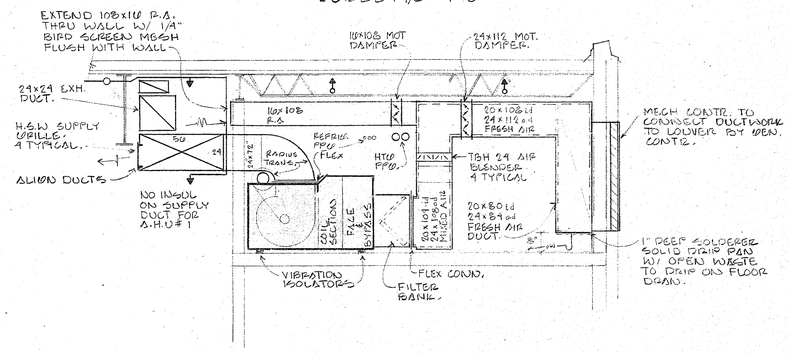


3 M4 SECTION
SCALE : 1/4" = 1'-0"



A M4 SECTION
SCALE : 1/4" = 1'-0"

2 M4 MEZZANINE LEVEL FLOOR PLAN
SCALE : 1/8" = 1'-0"



5 M4 SECTION
SCALE : 1/4" = 1'-0"

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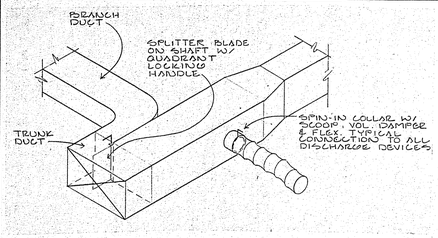
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1601 JEFFERSON STREET ALEXANDRIA, MN 56308

project no. 1937
drawn by MAH
date 5/18/21
revisions
2 RECORD DRAWINGS 8.17.21

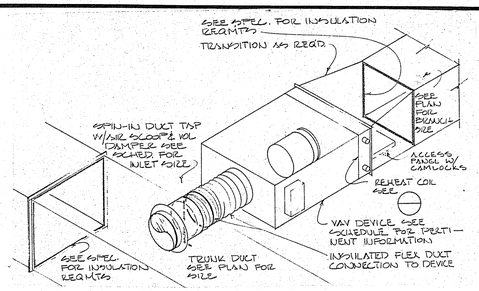
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Date 8.17.21 Reg. No. 19404

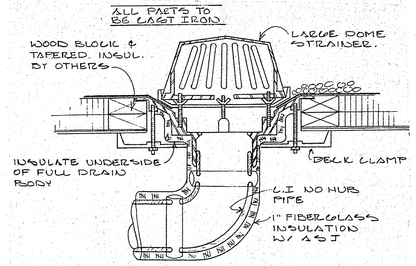
M4



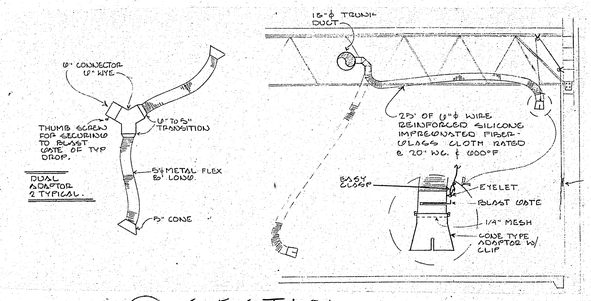
1 M5 SPLITTER DETAIL
NO SCALE



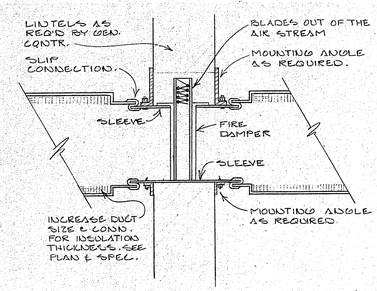
2 M5 VAV BOX DETAIL
NO SCALE



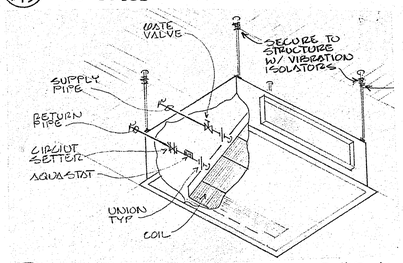
11 M5 ROOF DRAIN DETAIL
NO SCALE



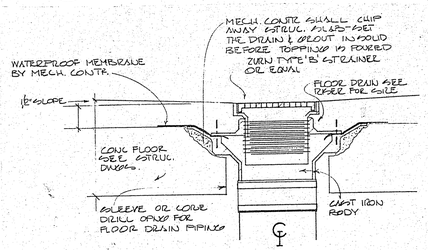
15 M5 SECTION



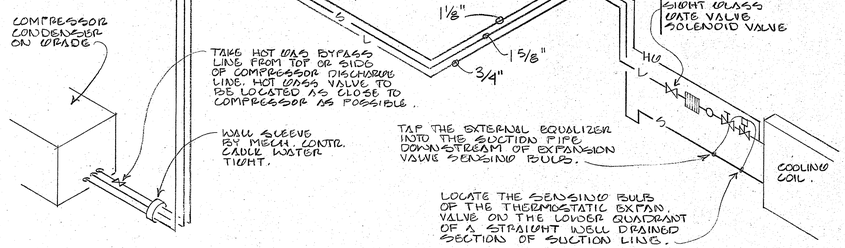
2 M5 FIRE DAMPER DETAIL
NO SCALE



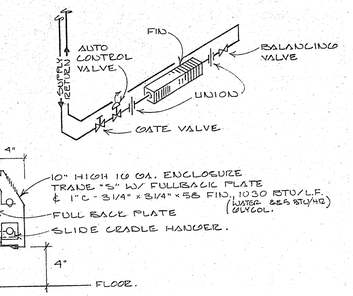
7 M5 C.U.H. & CEILING DETAIL
NO SCALE



12 M5 UPPER LEVEL FLOOR DRAIN DETAIL
NO SCALE

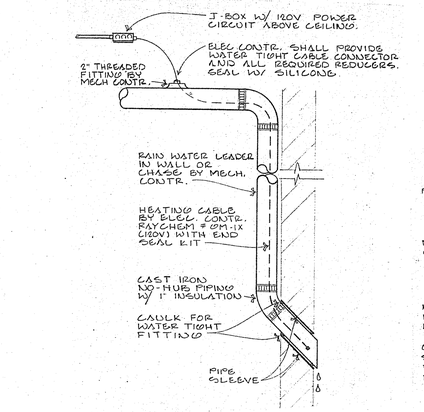


10 M5 REFRIGERATION PIPING DETAIL
NO SCALE

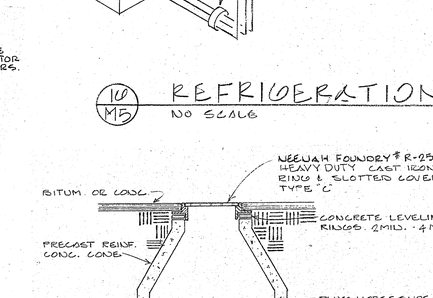


3 M5 GRAVITY RELIEF/INTAKE DETAIL
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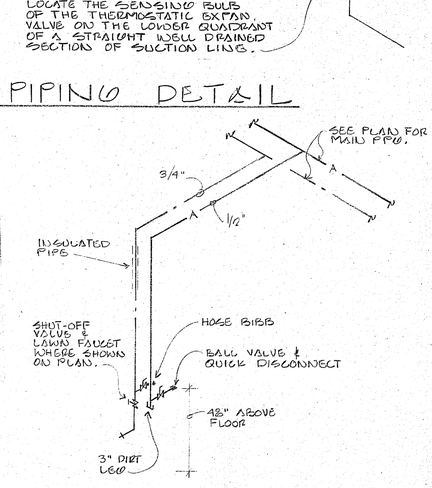
8 M5 BASEBOARD DETAIL
NO SCALE



13 M5 RWL WITH HEAT TAPE
NO SCALE



17 M5 CATCH BASIN DETAIL
NO SCALE

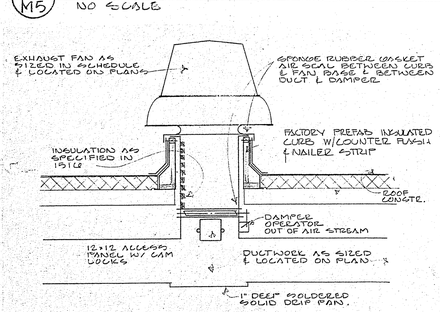


18 M5 SHOP AIR/WATER DROP

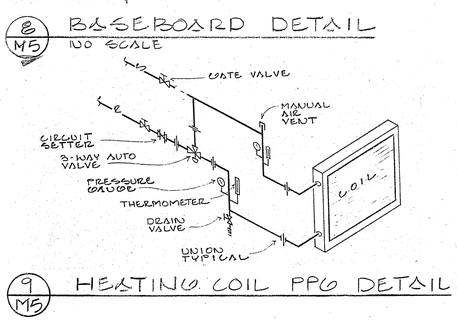
4 M5 EXH. FAN DETAIL
NO SCALE

14 M5 FLAMMABLE WASTE TRAP.

19 M5 BOILER PIPING DIAGRAM
NO SCALE



5 M5 FLOOR GRILLE DETAIL
NO SCALE



10 M5 REHEAT COIL PIPG DETAIL
NO SCALE

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1601 JEFFERSON STREET ALEXANDRIA, MN 56308

project no. 1937
drawn by MAW
date 5/19/21
revisions
2 RECORD DRAWINGS 12.17.92

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Registered Engineer under the laws of the State of Minnesota

Reg No.

M5

PLUMBING FIXTURE SCHEDULE

NO.	DESCRIPTION	W	V	CW	HW	MT.WT.	NOTES
F1	Lavatory/Counter Handicapped	1-1/4	1-1/4	1/2	1/2	34	Counter by Others
F2	Water Closet/Floor/Valve Handicapped	4	2	1-1/4	--	18	--
F3	Water Closet/Floor/Valve	4	2	1-1/4	--	15	--
F4	Urinal/Wall/Handicapped	3	1-1/2	1	--	18	--
F5	Electric Water Cooler Handicapped	1-1/4	1-1/4	1/2	--	33	--
F6	Janitors Receptor	2	1-1/2	1/2	1/2	Floor	Valve @ 42"
F7	Wash-up Sink	1-1/2	1-1/2	1/2	1/2	--	--
F8	Emergency Eyewash	1-1/2	1-1/2	3/4	--	--	--

PLUMBING FIXTURE SPECIFICATIONS

NO.	MANUFACTURER	MODEL	MANUFACTURER	MODEL	ACCESSORIES
F1	AM. STD.	0476.028	AM. STD.	2385.049	1,2
F2	AM. STD.	9468.018	SLOAN	110-YB	3
F3	AM. STD.	2221.018	SLOAN	110-YB	3
F4	AM. STD.	6165.017	SLOAN	180-YB	--
F5	ELKAY	LISE-8G	--	--	1,2
F6	FIAT	MSB-2424	AM. STD.	8344.111	4
F7	BRADLEY	36"-CFC-BRADSTONE-LSO-TMV			
F8	BRADLEY	S19-210P	--	--	--

1. Chrome compression angle stop supplies.
2. Chrome trap & tailpiece.
3. Am. Standard #9500-NSSC seat.
4. 4 ft. hose.

GRILLE/REGISTER/DIFFUSER SCHEDULE

#	MFG.	LOCATION	AIR	TYPE	MODEL	SIZE	FINISH	NOTES
A	KRUEGER	CEILING	SUPPLY	DIFF.	1400-A-23	2406	OFF-WHITE	
B	KRUEGER	CEILING	SUPPLY	DIFF.	1400-A-23	2408	OFF-WHITE	
C	KRUEGER	CEILING	SUPPLY	DIFF.	1400-A-23	2410	OFF-WHITE	
D	KRUEGER	HSW	SUPPLY	REG.	880-H-OBD	36 X 16	OFF-WHITE	EX-S-C EXTRACTOR
E	KRUEGER	LSW	SUPPLY	REG.	4880-H-OBD	8 X 20	OFF-WHITE	
F	KRUEGER	FLOOR	RETURN	DIFF.	1500-S-3	24 X 4	ANODIZED DARK BRONZE	FLOOR RATED STRENGTH-ENING BAR
G	KRUEGER	FLOOR	RETURN	DIFF.	1500-S-3	36 X 4	ANODIZED DARK BRONZE	FLOOR RATED STRENGTH-ENING BAR
H	KRUEGER	FLOOR	RETURN	DIFF.	1500-S-3	18 X 4	ANODIZED DARK BRONZE	FLOOR RATED STRENGTH-ENING BAR
I	KRUEGER	CEILING	SUPPLY	DIFF.	RA-1	24" width 16" neck	OFF-WHITE	MOUNT FLUSH W/ BOTTOM OF JOIST
J	KRUEGER	CEILING	EXHAUST	REG.	S80-H-OBD	12 X 10	OFF-WHITE	

EXHAUST FAN/GRAVITY HOOD SCHEDULE

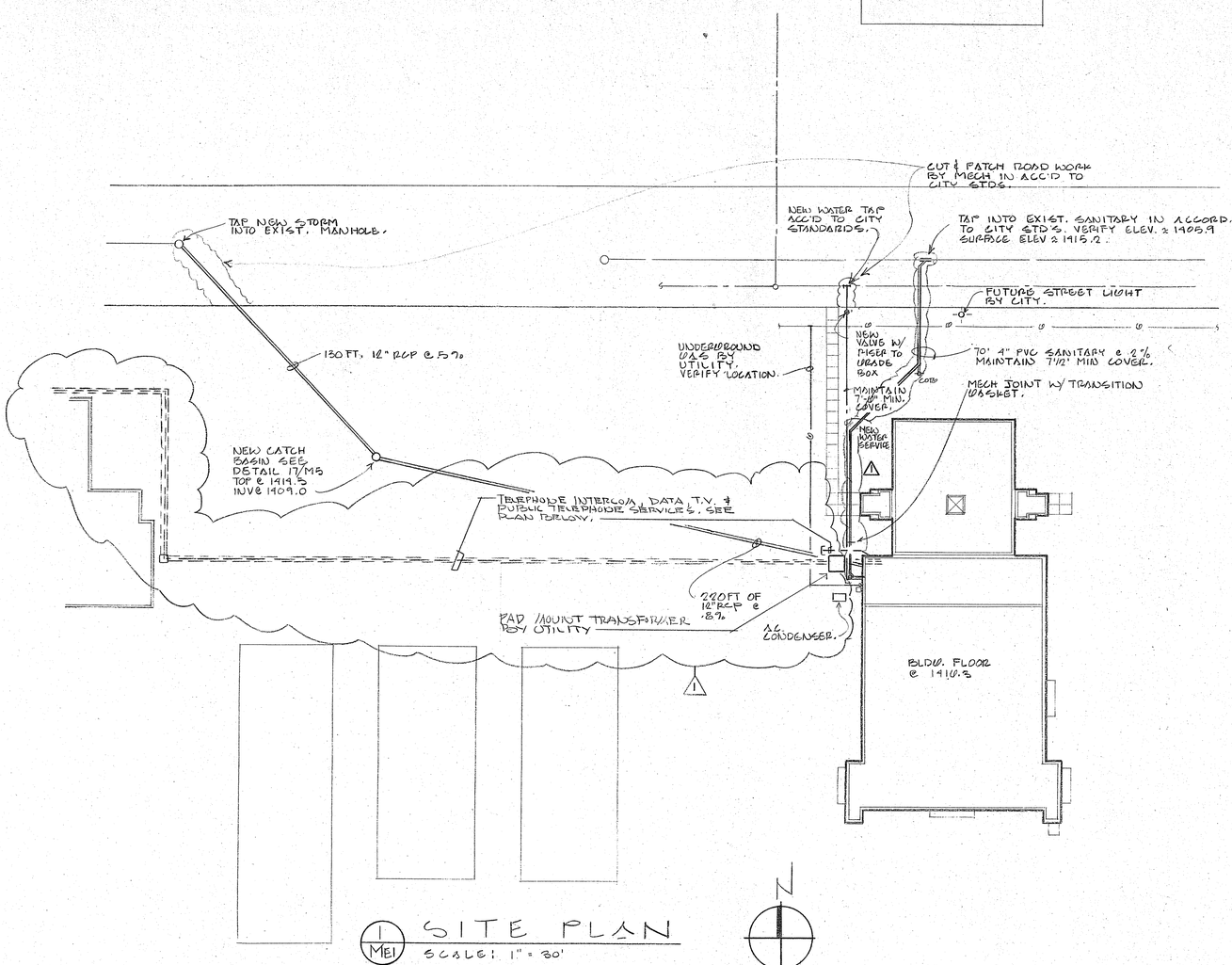
#	MFG.	MODEL	CFM	S.P.	RPM	H.P.	CURR.	DAMPER	NOTES
1	AMMERMAN	BIB-200	4800	1-1/4	1365	3	208/3	MOTORIZED	1,5
2	AMMERMAN	BIB-200	5600	1/2	1350	2	208/3	MOTORIZED	1,5
3	AMMERMAN	BRX-12J	560	3/8	975	1/4	120/1	MOTORIZED	2,3,5
GI	AMMERMAN	RMX-20X20	--	--	--	--	--	NONE	4
GR	AMMERMAN	RMX-24X24	3000	.1	--	--	--	MOTORIZED	2, 6

1. with rubber-in-shear isolators.
2. with 12" roof curb.
3. disconnect.
4. with 30" high curb.
5. damper by fan supplier.
6. damper by A.T.C.

VAV SCHEDULE (TRANE)

#	MFG.	MODEL	INLET SIZE	CFM	S.P.	T	HTG CFM	MBH	GPM*	PIPE SIZE
1	TRANE	VCWD-11		500	.20	55 TO 97	500	22.7	1.3	3/4
2	TRANE	VCWD-11		450	.20	55 TO 97	450	20.4	1.2	3/4
3	TRANE	VCWD-11		500	.20	55 TO 97	500	22.7	1.3	3/4
4	TRANE	VCWD-17		670	.20	55 TO 97	670	30.4	1.5	3/4
5	TRANE	VCWD-17		940	.20	55 TO 97	940	42.7	2.5	3/4
6	TRANE	VCWD-17		940	.20	55 TO 97	940	42.7	2.5	3/4

*200 TO 160 DEGREES 25% GLYCOL



1 MEI SITE PLAN
SCALE: 1" = 30'

SUPPLY UNIT SCHEDULE

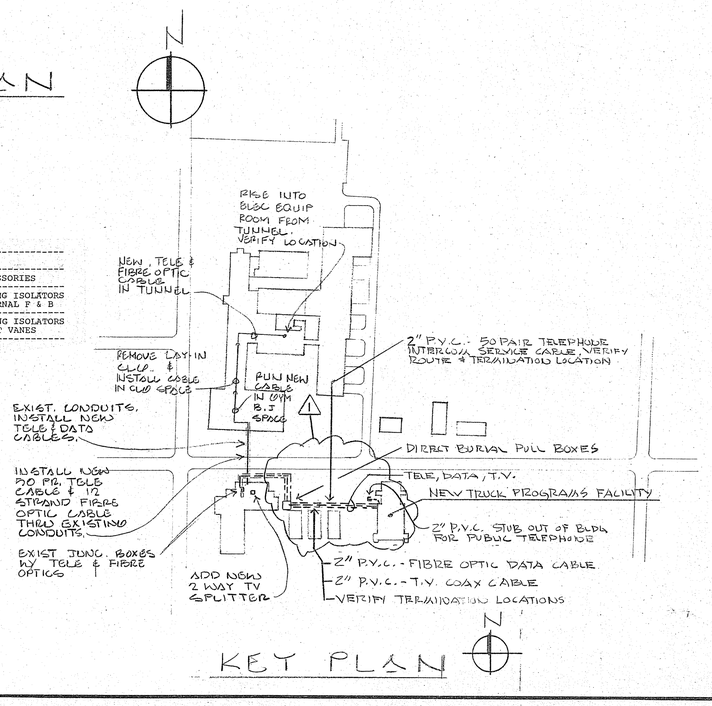
#	MFG	MODEL	CFM	FAN DATA S.P.	FAN DATA RPM	FAN DATA HP	FAN DATA CURR.	HEATING DATA T	HEATING DATA MBH	HEATING DATA GPM	HEATING DATA S.P.	HEATING DATA HD	COOLING COIL DATA FPM	COOLING COIL DATA EAT	COOLING COIL DATA LAT	COOLING COIL DATA MBH	COOLING COIL DATA SP	COOLING COIL DATA SUC.	FILTER	BLENDER	ACCESSORIES
1	TRANE	HORIZ. CC-#21	10500	1	518 5	208/3	-19 TO 91	1247.4	73*	.25	5'	510	--	--	--	--	--	2" T.A.	(4) TBH 24	SPRING ISOLATORS EXTERNAL F & B
2	TRANE	HORIZ. CC-#10	4000	2-1/4	970 3	208/3	55 TO 90	151.2	9*	.25	5'	425	80/67	59/58	124.0	.60	45	35% BAG	TBH 28	SPRING ISOLATORS INLET VANES

*200 TO 160 DEGREE 25% GLYCOL

AIR COOLED CONDENSERS

#	MFG.	MODEL	MBH	AMB	SUC.	CURRENT	VOLT.	PIPE	ACCESS.
1	TRANE	TTA120C3	124	95	45	42.1+7.7	208/3	SEE DETAIL	1,2

1. 100/50/0 UNLOADING
2. HOT GAS BY-PASS



KEY PLAN

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project no. 1937
drawn by MW/CEN
date 5/12/91
revisions
1 RECORD DRAWING 10.17.96

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered ENGINEER under the laws of the State of MINNESOTA
Reg. No. 14621

MEI

GENERAL NOTES

DESIGN CRITERIA LOADS AND STRESSES:

CODES:

1. UNIFORM BUILDING CODE (1988) WITH STATE OF MINNESOTA AMENDMENTS.
2. AMERICAN CONCRETE INSTITUTE – 318.89.
3. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) 8TH EDITION.
4. STEEL JOIST INSTITUTE (SJI).
5. AMERICAN WELDING SOCIETY (AWS).
6. NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA).

LATERAL LOADS:

SEISMIC: ZONE ZERO

WIND: UBC–88 BASIC WIND SPEED = 80 MPH

LIVE LOADS:

30 PSF ROOF SNOW LOAD + DRIFTING
150 PSF MECHANICAL/ELECTRICAL AREAS

CONCRETE: (F'C) AT 28 DAYS

4000	PSI	SLAB ON GRADE (AIR ENTRAINED 6%)
4000	PSI	FOOTINGS
3500	PSI	WITH 6% AIR ENTRAINED FOR ALL EXTERIOR PLATFORMS, RETAINING WALLS AND SIDEWALKS
3000	PSI	CORE FILL W/3/8" MAXIMUM AGGREGATE

STEEL: (F'y)

60,000 PSI	ASTM A615 GRADE 60 REINFORCING
60,000 PSI	ASTM A185 WELDED WIRE FABRIC
36,000 PSI	ASTM A36 STRUCTURAL SHAPES, PLATES AND ANGLES, ETC.
46,000 PSI	ASTM A500 GRADE B STRUCTURAL TUBES
35,000 PSI	ASTM A53 TYPE E OR S, GRADE B STEEL PIPE

MASONRY: (F'm)

1350 PSI CONCRETE MASONRY

FOUNDATION LOADS:

2500 PSF SOIL BEARING, BASED ON AVAILABLE SOIL TEST REPORTS

GENERAL FOUNDATION NOTES:

ALL FOOTING ELEVATIONS SHOWN ARE TO TOP OF FOOTINGS.

ALL FOOTINGS ARE CENTERED UNDER WALLS ABOVE UNLESS OTHERWISE SHOWN.

FURNISH NO. 4 AND NO. 5 CONTINUOUS WALL FOOTING REINFORCING IN STOCK LENGTHS AND BEND AROUND CORNERS AND THROUGH FOOTING STEPS IN FIELD. LAP CONTINUOUS FOOTING REINFORCING MINIMUM 15" AT SPLICES AND STAGGER SPLICES. SHOP BEND NO. 5 THROUGH FOOTING STEPS.

PROVIDE 3" CONCRETE COVER FOR ALL FOOTING REINFORCING.

CONTINUOUS WALL FOOTINGS UP THROUGH 1'–8" WIDE TO BE 8" THICK. FOOTINGS OVER 1'–8" WIDE TO BE 12" THICK (UNLESS OTHERWISE SHOWN).

PROVIDE WALL FOOTING REINFORCING AS FOLLOWS:

FOOTINGS UP THROUGH 1'–11" WIDE	2–#4 CONT.
FOOTINGS 2'–0" THROUGH 2'–8" WIDE	2–#5 CONT.

SHORE ALL FOUNDATION WALLS BEFORE BACKFILLING AND COMPACTING.

PROVIDE 6X6 W1.4XW1.4 (10/10) W.W.F. IN ALL SLABS ON GRADE AND ENTRANCE PLATFORMS UNLESS NOTED OTHERWISE.

PROVIDE WELDED WIRE BLOCK REINFORCING IN ALL MASONRY WALLS 16" O.C. MAXIMUM.

CROSS REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS TO ASSURE PROPER DIMENSIONS AND PLACEMENT OF ALL ANCHOR BOLTS, INSERTS, ETC.

BEFORE ENCASING STEEL COLUMNS IN CONCRETE OR MASONRY, PAINT COLUMN BASES AND TOPS OF ANCHOR BOLTS WITH ASPHALTIC PAINT.

CAST DOWELS IN FOOTINGS FOR CONCRETE WALLS AND COLUMNS ABOVE. DOWELS TO BE SAME NUMBER, SIZE, AND SPACING AS THE VERTICAL WALL REINFORCING AND SAME SIZE AND NUMBER AS VERTICAL COLUMN REINFORCING. DOWELS ARE TO PROJECT FROM FOOTINGS A MINIMUM OF 24" OR 30 BAR DIAMETERS, WHICHEVER IS GREATER. PROVIDE 90 DEGREE BEND IN COLUMN FOOTING DOWELS. WALL FOOTING DOWELS ARE STRAIGHT UNLESS OTHERWISE NOTED.

CONCRETE NOTES:

CONCRETE PROTECTION FOR REINFORCING BARS SHALL BE AS FOLLOWS:

FOOTINGS	3" CLEAR, BOTTOM AND SIDES
EQUIPMENT PADS	3" CLEAR, ALL SIDES
WALLS	2" CLEAR, OUTSIDE FACE
	1" CLEAR, INSIDE FACE
SLABS	1" CLEAR
BEAMS	1–1/2" CLEAR TO STIRRUPS, 2" CLEAR TO MAIN REINF.
COLUMNS	1–1/2" CLEAR TO TIES

AT OPENINGS IS SLABS OR WALLS, PROVIDE 2–#6 BARS EACH 6'–0" LONGER THAN WIDTH OF OPENING ON EACH OF FOUR SIDES OF OPENING.

CONCRETE SLAB AND CONSTRUCTION JOINT NOTE AND DETAILS:

POUR SLABS ON GRADE IN CONTINUOUS LANES WITH A MAXIMUM WIDTH TO THE LANE OF 40'–0". CONSTRUCTION JOINTS (CONSTR.JT.) EACH SIDE OF LANE TO BE AT COLUMN CENTER LINES.

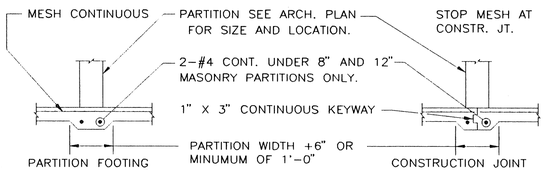
LIMITS FOR CONTROL JOINTS (C.J.)

1. EXPOSED FINISHED CONCRETE SLAB – C.J. AT 20'–0" MAXIMUM.
2. FINISHED CONCRETE SLABS W/VINYL TILE OR CARPET – C.J. AT 30' MAXIMUM.
3. IF C.J. ARE SAWCUT THEY MUST BE MADE WITHIN 24 HOURS OF THE POUR.

ROUGH SLABS – NO LIMIT TO SIZE OF POUR EXCEPT THAT C.J. WILL OCCUR WHERE ROUGH SLABS MEET FINISHED SLABS.

BEFORE POURING SLABS WITH FINISH CONDITIONS NOT PREVIOUSLY COVERED, VERIFY THE C.J. LIMITS WITH THE ARCHITECT.

SEE ARCHITECTURAL DRAWINGS FOR ALL FLOOR FINISHES, SLOPES, FLOOR DRAINS, GUTTERS, ETC., NOT SHOWN ON FOUNDATION PLAN.



GENERAL ROOF NOTES (K AND LH SERIES):

FIELD WELD ALL STEEL JOISTS TO BEAMS AND ANGLES OR PLATES CAST IN BOND BEAMS AS FOLLOWS: "K" SERIES STEEL JOISTS MINIMUM 2" OF 3/16" FILLET FIELD WELD BOTH SIDES, AND "LH" SERIES STEEL JOISTS MINIMUM 3" OF 1/4" FILLET FIELD WELD BOTH SIDES (UNLESS OTHERWISE NOTED).

ALL "K" SERIES STEEL JOIST BRIDGING TO BE AS PER S.J.I. SPECIF. HORIZONTAL ANGLES TOP AND BOTTOM CONTINUOUS, FIELD WELDED TO STEEL JOISTS AND ANCHORED SOLIDLY TO END WALLS. ALL "LH" SERIES STEEL JOIST BRIDGING FOR SPANS UP TO 40 FT., WELDED HORIZONTAL BRIDGING MAY BE USED. FOR SPANS OVER 40 FT. TO 60 FT., WELDED HORIZONTAL BRIDGING MAY BE USED EXCEPT THAT ONE ROW NEAREST MIDSPAN SHALL BE BOLTED DIAGONAL BRIDGING. FOR SPANS OVER 60 FT., BOLTED DIAGONAL BRIDGING SHALL BE USED. SIZE PER SJI STANDARD SPECIFICATIONS. FIELD WELDED AND BOLTED TO JOISTS AND ANCHORED SOLIDLY TO END WALLS.

ALL "K" SERIES STEEL JOISTS SHALL HAVE 2–1/2" DEEP END BEARING, AND SHALL BEAR A MINIMUM OF 4" ON MASONRY AND 2–1/2" ON STEEL. ALL "LH" SERIES STEEL JOISTS SHALL HAVE MINIMUM 5" DEEP END BEARINGS, AND SHALL BEAR A MINIMUM OF 6" ON MASONRY AND 4" ON STEEL. WHEN BEAMS HAVE JOISTS BEARING ON ONE SIDE ONLY, PROVIDE FULL JOIST BEARING ON BEAM FLANGE OR WHERE JOISTS BEAR ON BOTH SIDES OF BEAM BUTT JOISTS OR PROVIDE MAXIMUM 1/2" GAP.

FILL BLOCK UNDER ALL STEEL BEAM BEARINGS WITH 3,000 PSI CONCRETE – MINIMUM 5 COURSES DOWN FOR A 16" LENGTH OF WALL (UNLESS OTHERWISE NOTED). ALL STEEL BEAMS TO BEAR MINIMUM OF 8" ON SOLID MASONRY (UNLESS OTHERWISE NOTED).

ALL BLOCK AND BOND BEAM FILL TO BE 3,000 PSI CONCRETE WITH MAXIMUM 3/8" AGGREGATE.

PROVIDE CONTINUOUS BOND BEAMS WITH 2–#5 CONTINUOUS AT TOP OF ALL BEARING WALLS AND END WALLS. SEE DETAILS FOR ALL ANGLES AND PLATES CAST IN BOND BEAMS.

FIELD WELD STEEL DECK 6" O.C. TO STEEL JOISTS AT DECK SPLICES, AND TO PLATE OR BEAM AT END WALLS, AND 12" O.C. TO STEEL JOISTS AT INTERMEDIATE SUPPORTS. WHERE AREAS OF WARPED DECK OCCUR, FIELD WELD STEEL DECK TO STEEL JOISTS MAXIMUM 6" O.C. AT ALL SUPPORTS.

EXTEND BOTTOM CHORDS OF ALL STEEL JOISTS TO WITHIN 1" OF WALLS (OR BEAM LINES) WHERE CEILINGS OCCUR (SEE ARCHITECTURAL DRAWINGS).

JOIST AND STRUCTURAL FABRICATORS TO SHOW ALL FIELD WELDING REQUIREMENTS ON SHOP DRAWINGS.

ALL BEAMS SHALL BE LEVEL AND TRUE TO LINE, BASE PLATES GROUTED AND ANCHOR BOLTS TIGHT BEFORE ANY STEEL JOISTS ARE PLACED.

THE STRUCTURAL FABRICATOR SHALL FURNISH ALL PLATES AND ANGLES CAST IN BOND BEAMS, ETC., TO PICK UP STEEL JOISTS AND STEEL DECK.

CAMBER "K" AND "LH" SERIES STEEL JOISTS AS PER STEEL JOIST INSTITUTE SPECIFICATIONS, OR AS NOTED ON PLANS.

ALL WELDS SHALL BE MADE IN ACCORDANCE WITH THE LATEST STANDARDS OF THE AMERICAN WELDING SOCIETY.

FIELD VERIFY ROOF OPENINGS (SIZE & LOCATION) WITH MECH. CONTRACTOR.

STRUCTURAL STEEL

ALL SHOP CONNECTIONS SHALL BE WELDED OR BOLTED, FIELD CONNECTIONS SHALL BE BOLTED UNLESS SHOWN OTHERWISE. EXCEPT WHERE SHOWN OTHERWISE, BOLTED CONNECTIONS SHALL BE MADE WITH 3/4" DIAMETER FRICTION TYPE HIGH STRENGTH BOLTS CONFORMING TO ASTM A325. TIGHTENING OF BOLTS SHALL BE MEASURED BY A DIRECT TENSION INDICATOR.

ALL WELDED CONNECTIONS SHALL BE DESIGNED TO BE FULLY EQUIVALENT IN STRENGTH TO AISC STANDARD BOLTED CONNECTIONS FOR THE SAME SIZE BEAM.

BEAM END CONNECTIONS SHALL BE DESIGNED FOR 60 PERCENT OF THE UNIFORM LOAD CONSTANT DIVIDED BY THE SPAN, (Wc/L), AS SHOWN IN THE AISC BEAM TABLES.

WHERE NO BEAM REACTIONS ARE SHOWN ON THE DRAWINGS, THE END CONNECTIONS FOR COMPOSITE BEAMS SHALL BE DESIGNED FOR 80 PERCENT OF THE UNIFORM LOAD CONSTANT DIVIDED BY THE SPAN, (Wc/L), AS SHOWN IN THE AISC BEAM TABLES.

MINIMUM NUMBER OF BOLT ROWS IN FRAMED BEAM CONNECTIONS SHALL BE AS FOLLOWS:

FOR 8", 10" AND 12" BEAMS	= 2 ROWS
FOR 14", 16" AND 18" BEAMS	= 3 ROWS
FOR 21" AND 24" BEAMS	= 4 ROWS
FOR 27" AND 30" BEAMS	= 5 ROWS
FOR 33" AND 36" BEAMS	= 6 ROWS

ALL METAL DECKING SHALL CONFORM TO THE AISI "SPECIFICATION FOR THE DESIGN OF LIGHT COLD–FORMED STEEL STRUCTURAL MEMBERS" AND THE SPECIFICATIONS OF THE STEEL DECK INSTITUTE. THICKNESS, TYPE AND PROPERTIES OF DECKS SHALL BE AS SHOWN ON THE DRAWINGS.

ALL METAL DECK SHALL SPAN A MINIMUM OF THREE SPANS, UNLESS OTHERWISE APPROVED BY THE ARCHITECT/ENGINEER.

"C" DENOTES BEAM CONTINUOUS OVER COLUMNS, AND "S" DENOTES BEAM SPLICE.

TYPICAL LINTEL TYPES AND NOTES:

1. VERIFY SIZE AND LOCATION OF ALL MECHANICAL, U.V., U.M., LOUVER AND DUCT OPENINGS WITH MECHANICAL CONTRACTOR.
2. MINIMUM BEARING STEEL LINTELS ON SOLID MASONRY TO BE 6" FOR ANGLES AND 8" FOR STEEL BEAMS.
3. FOR ALL OPENINGS INCLUDING MECHANICAL AND ELECTRICAL THROUGH MASONRY WALLS, PROVIDE:

   1–3–1/2" X 3–1/2" X 1/4" ANGLE FOR EACH 4" THICKNESS OF WALL FOR SPANS UP TO 4'–0".

   1–5" X 3–1/2" X 5/16" ANGLE FOR EACH 4" THICKNESS OF WALL FOR SPANS UP TO 5'–0".

   1–6" X 3–1/2" X 5/16" ANGLE FOR EACH 4" THICKNESS OF WALL FOR SPANS TO 6'–0".

12" BLOCK	8" BLOCK	6" BLOCK	4" BLOCK	
2–#4 BOT.	2–#4 BOT.	1–#4 BOT.	1–#4 BOT.	NON BRG. WALL UP TO 3'–4" SPAN
2–#5 BOT.	2–#5 BOT.	1–#5 BOT.	1–#5 BOT.	NON BRG. WALL 3'–5" TO 6'–4" SPAN
2–#5 BOT.	2–#5 BT.	--------	-------	BRG. WALL UP TO 4'–6" SPAN
2–#6 T&B	2–#6 T&B	--------	-----	BRG. WALL 4'–7" TO 6'–4" SPAN

FILL LINTEL BLOCKS SOLID WITH 3,000 PSI CONCRETE (3/8" MAXIMUM AGGREGATE). MINIMUM BEARING FOR BLOCK LINTELS 6" ON SOLID MASONRY.

PROVIDE BLOCK OR STEEL LINTELS NOTED ABOVE OVER ALL OPENINGS THROUGH BLOCK WALLS NOT OTHERWISE SHOWN.

PRECAST NOTES:

1. PRESTRESSED FABRICATOR SHALL BE RESPONSIBLE FOR ALL OPENINGS THROUGH PRESTRESSED UNITS REGARDLESS OF SIZE. VERIFY SIZE, NUMBER, LOCATION OF ALL OPENINGS WITH MECHANICAL, ELECTRICAL, ALL CONTRACTORS, AND ALL ARCHITECTURAL PLANS.
2. ALL HEADERS AT OPENINGS THROUGH PRECAST UNITS SHALL BE PROVIDED BY PRECAST SUPPLIER. PRECAST UNITS ADJACENT TO OPENINGS SHALL BE DESIGNED FOR THE ADDITIONAL LOAD AT EACH HEADER LOCATION.
3. PROVIDE INSERT AND ANCHORS IN PRECAST UNITS. SUPPORT OF ELECTRICAL AND MECHANICAL EQUIPMENT AND ARCHITECTURAL ITEMS. SEE PLANS FOR LOCATIONS OF INSERTS AND ANCHORS.
4. ALL PRECAST CONCRETE UNITS SHALL BE DESIGNED TO SUPPORT THE SUPERIMPOSED LOAD AS INDICATED ON THE CONTRACT DRAWINGS FOR THE INDICATED SPAN CONDITIONS. DESIGN SHALL BE IN ACCORDANCE WITH ACI 318–83. ALL PRECAST UNITS SHALL BE POURED 28 DAYS PRIOR TO ERECTION.
5. PRECAST MANUFACTURER IS TO SHOW ALL FIELD WELDING REQUIREMENTS ON SHOP DRAWINGS.
6. PRECAST CONCRETE UNITS SHALL BE ERECTED SIMULTANEOUSLY ON EACH SIDE OF ALL SUPPORTING BEAMS. BEAMS SHALL BE SHORED TO PREVENT ROTATION UNTIL THE PRECAST UNITS ARE TOTALLY ERECTED.
7. ALL OPENINGS LARGER THAN 8" IN DIAMETER TO BE CAST IN SHOP.

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5 5 4 1 6 · 6 1 2 · 5 4 4 · 6 0 5 5

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Suite 150, Oak Cluster Parkway North
Maple Grove, Minnesota 55447
612-425-0010
FAX 612-425-4209

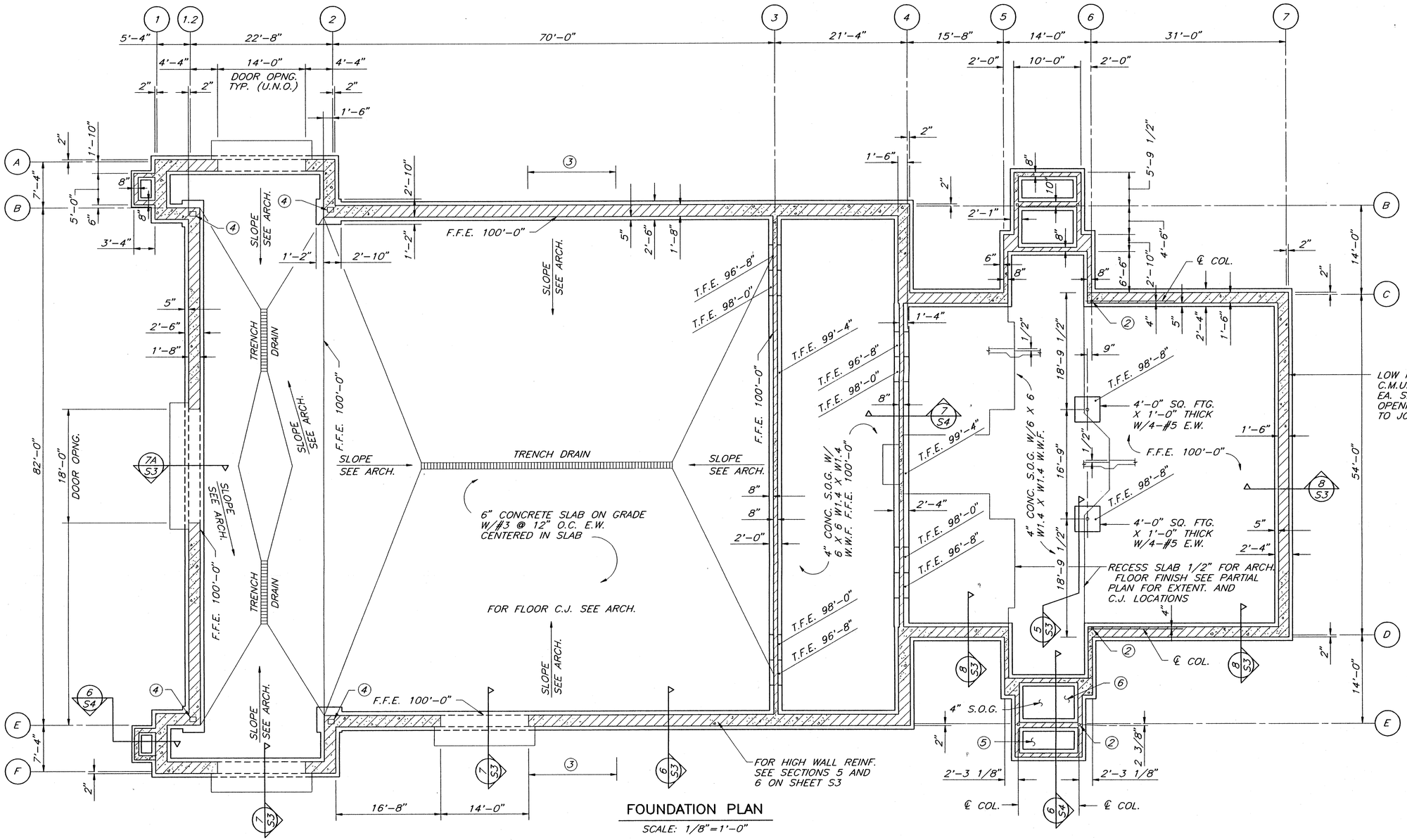
TRUCK PROGRAMS FACILITY
ALEXANDRIA TECHNICAL COLLEGE
1601 JEFFERSON STREET ALEXANDRIA, MN 56308

project no. 9911502
drawn by R.W.S.
date MAY 13, 1991
revisions

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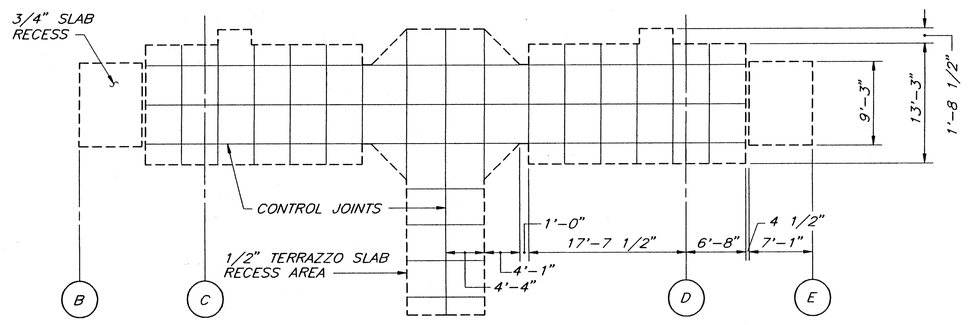
Reg. No. 11347

S0



FOUNDATION PLAN

SCALE: 1/8"=1'-0"



CONTROL JOINT LAYOUT

SCALE: 1/8"=1'-0"

NOTES:

1. TOP OF FOOTING EL. 96'-0" UNLESS NOTED OTHERWISE
2. TS 4X4X1/4 & BASE PLATE 8" X 8" X 3/4" W/ 4-3/4" ø A.B. @ BOT. BASE PLATE EL. 99'-51/2". GROUT C.M.U. CORES SOLID TO FOOTING. (6 THUS)
3. SEE ARCH. FOR DEDUCT ALTERNATE THIS AREA.
4. BEARING ℄ 9" X 3/4" X 12" W/ 4-1/2" ø STUDS, REINF. WALL AT BEAM BEARING W/ 2-#5 VERTS. FTG. TO BM. BEARING PROVIDE 5/16" BEARING STIFF. ON W21.
5. 5" CONC. SLAB WITH #4 @ 12" E.W. ON SELECT GRANULAR FILL
6. 4" S.O.G., RECESS FLOOR SLAB AS REQ'D. FOR ENTRY MAT SEE ARCH.
7. GENERAL CONTRACTOR TO COORDINATE UNDERFLOOR MECH. & ELEC. WITH MECH. & ELEC. CONTRACTORS.

SRF

ARCHITECTS

6900 WAYZATA BLVD., SUITE 105, MINNEAPOLIS, MN 55426 - 612-546-6844

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CONSULTING ENGINEERS
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Minneapolis, Minnesota 55447
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FAX 612/475-0429

TRUCK PROGRAMS FACILITY

ALEXANDRIA TECHNICAL COLLEGE

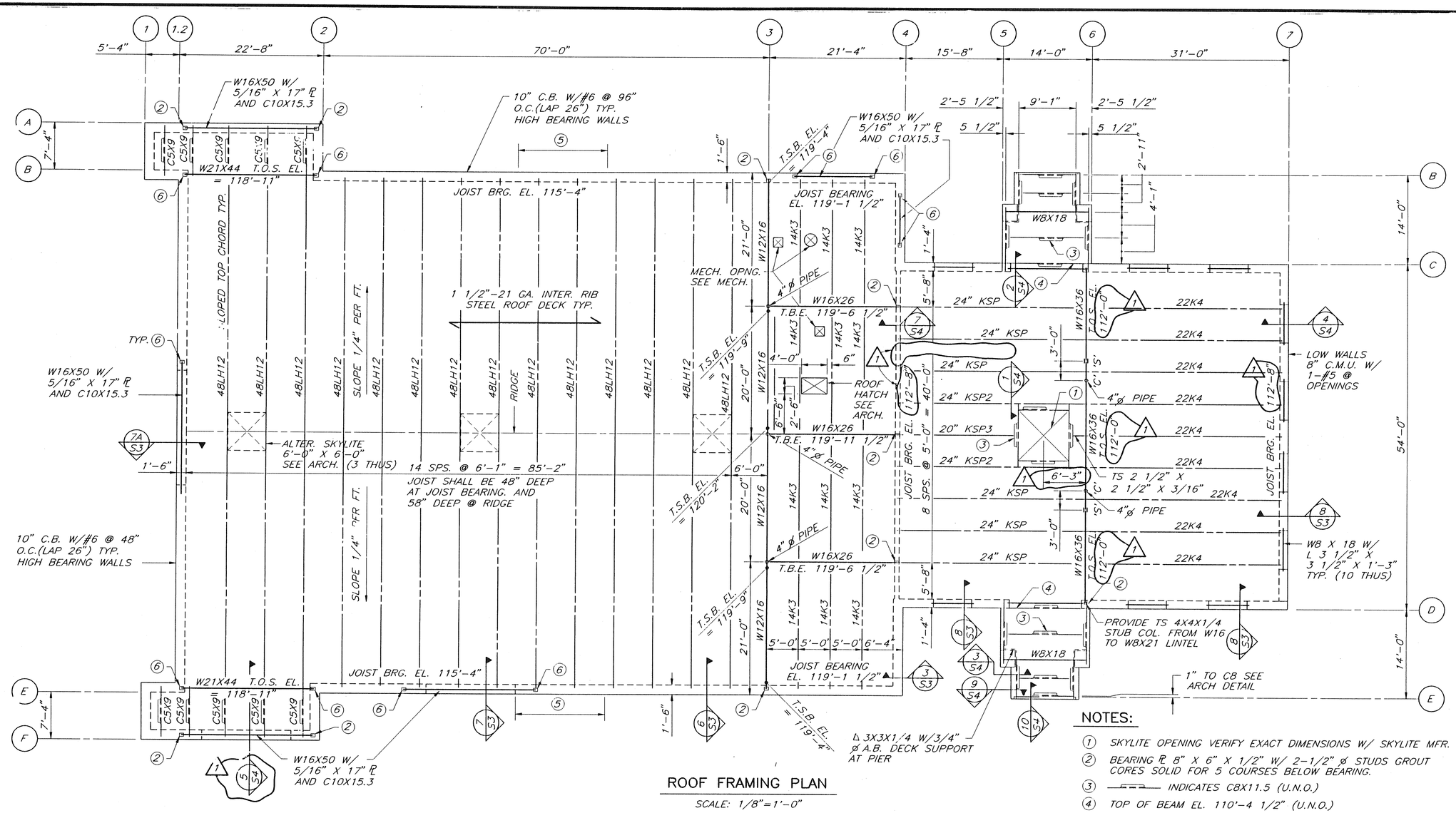
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project no. 0911502
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date MAY 12, 1991
revisions

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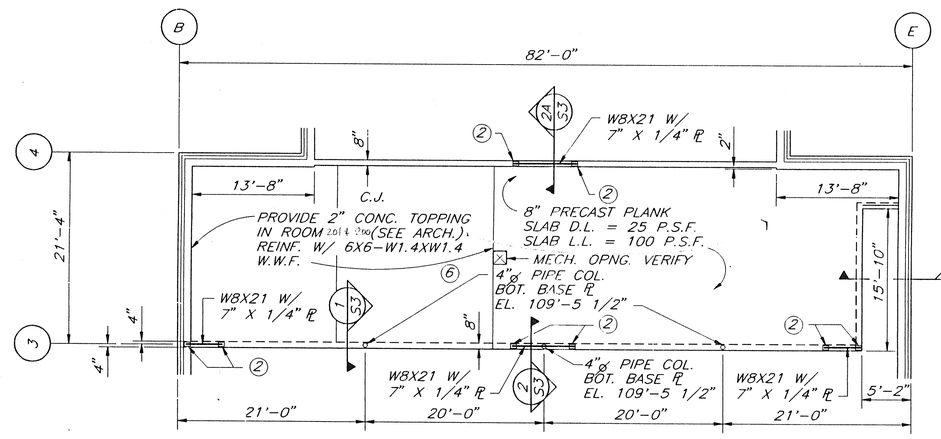
11347 Reg. No.

S1



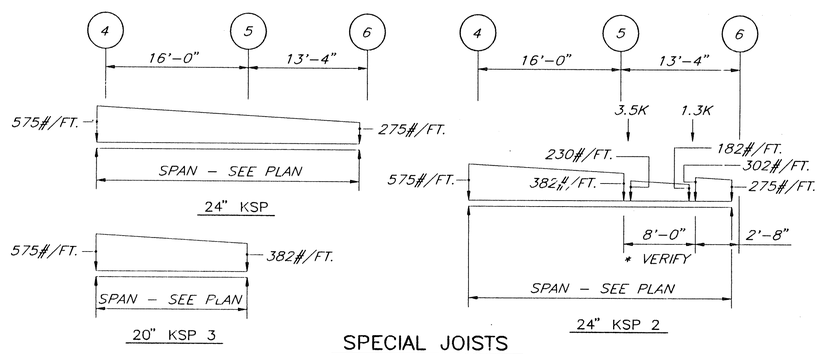
ROOF FRAMING PLAN

SCALE: 1/8"=1'-0"



MEZZANINE PLAN

TOP OF P/C EL. 110'-0"
SCALE: 1/8"=1'-0"



SPECIAL JOISTS

NOTES:

1. SKYLITE OPENING VERIFY EXACT DIMENSIONS W/ SKYLITE MFR.
2. BEARING PL 8" X 6" X 1/2" W/ 2-1/2" ø STUDS GROUT CORES SOLID FOR 5 COURSES BELOW BEARING.
3. ——— INDICATES C8X11.5 (U.N.O.)
4. TOP OF BEAM EL. 110'-4 1/2" (U.N.O.)
5. SEE ARCH. FOR DEDUCT ALTERNATE THIS AREA.
6. BEARING ℄ 9" X 3/4" X 12" W/ 4-1/2" ø STUDS, REINF. WALL AT BEAM BEARING W/ 2-#5 VERTS. FTG. TO BM. BEARING PROVIDE 5/16" BEARING STIFF. ON W21.

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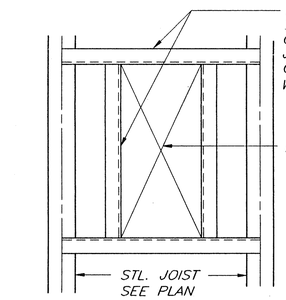
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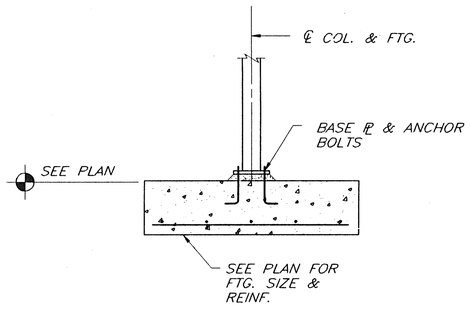
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drawn by R.W.S.
date MAY 7, 1991
revisions
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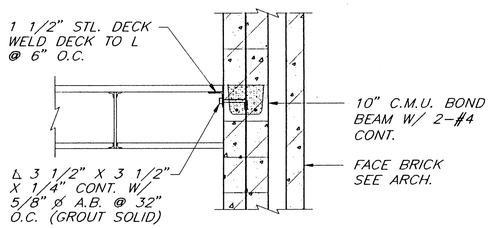
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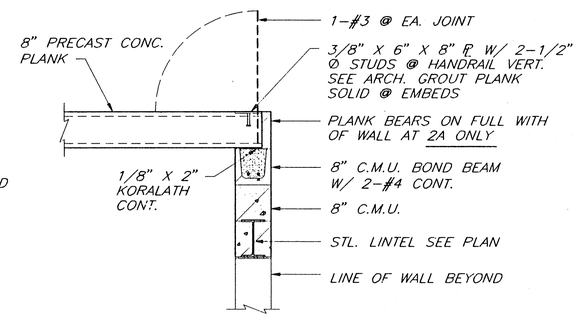
4 TYP. MECH. OPNG. FRAME



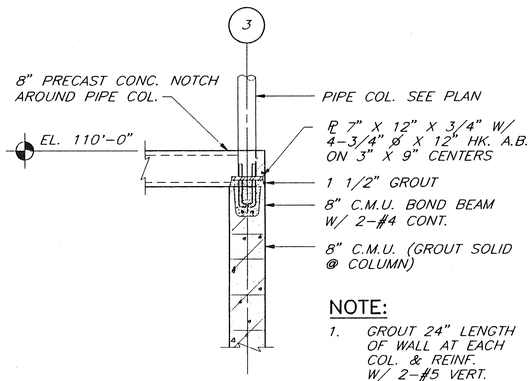
5 TYP. INTERIOR COL. FTG. DETAIL



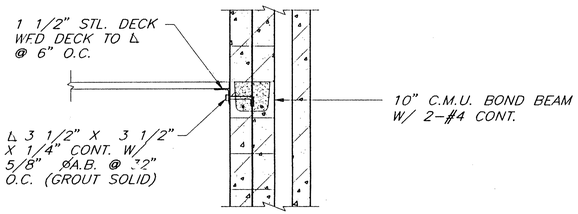
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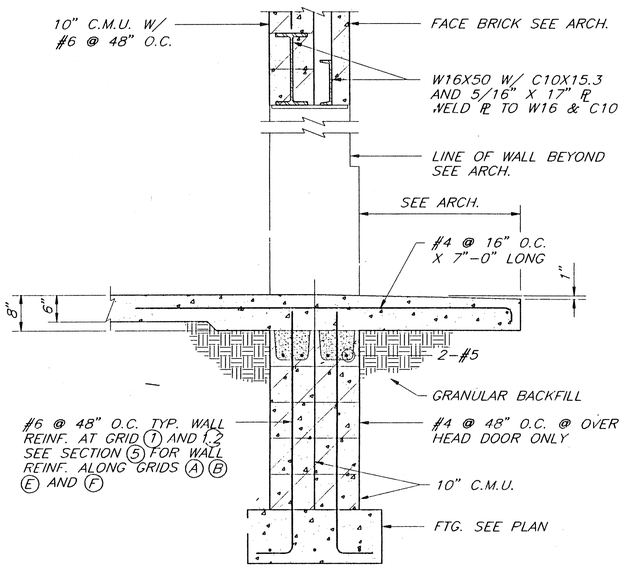
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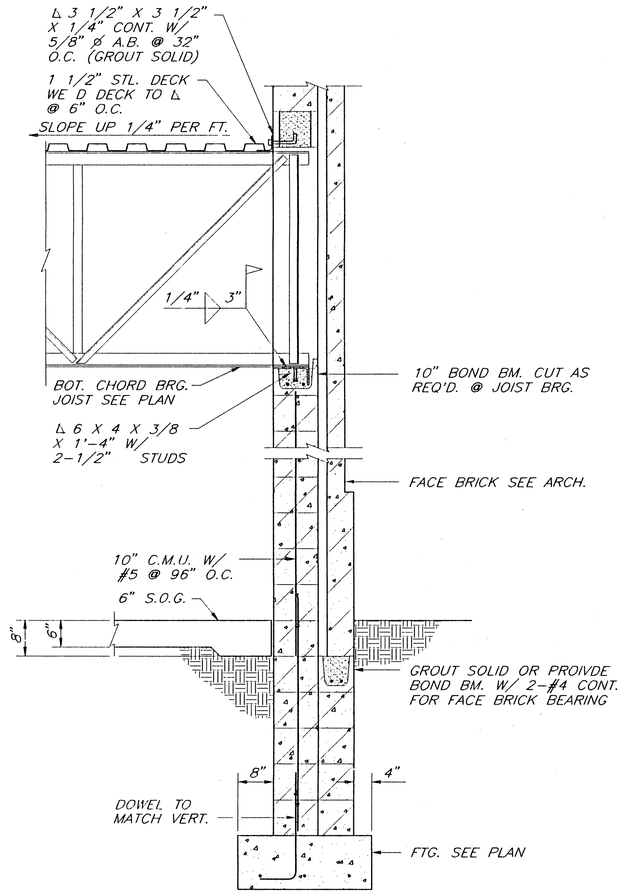
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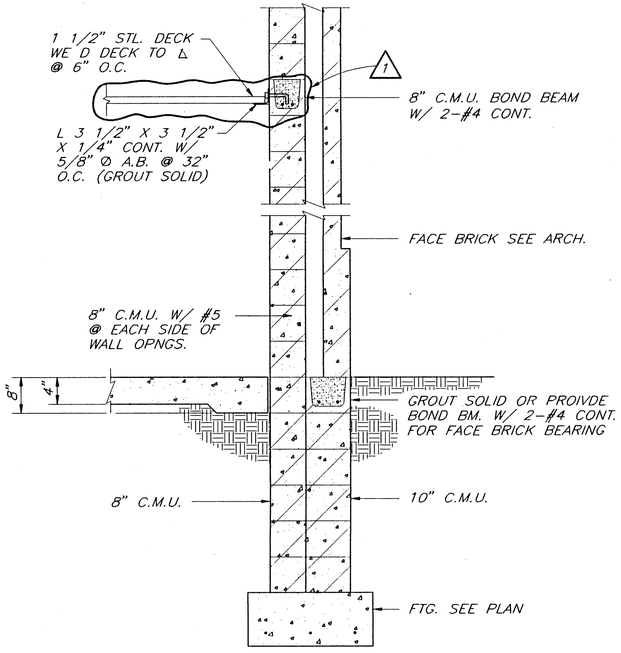
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7 7A SECTION



6 SECTION



8 SECTION

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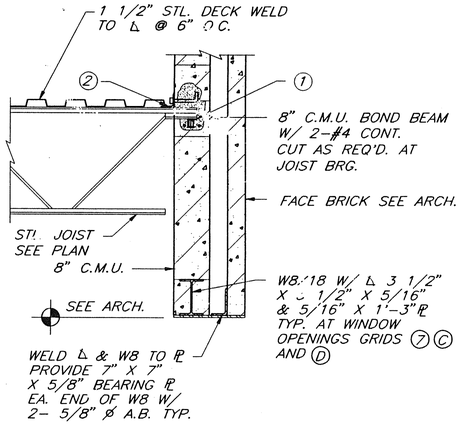
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project no. 0911502
drawn by R.W.S.
date MAY 7, 1991
revisions
1 BULLETIN NO.1 7/24/91

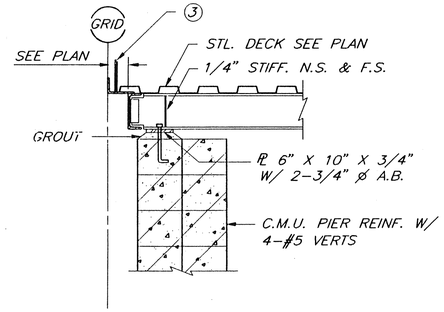
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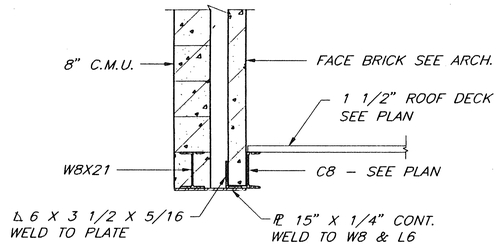
S 3



4 SECTION 1



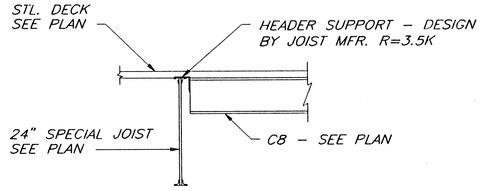
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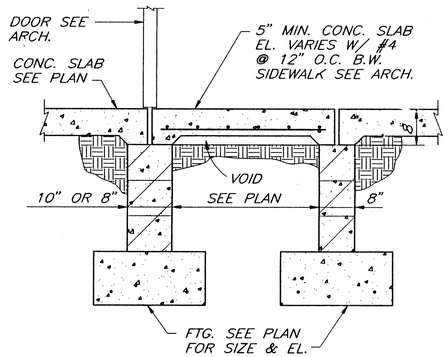
NOTE:

1. PROVIDE BRG. PLATE FOR W8 – 7" X 7" X 5/8" W/ 2–3/4" Ø A.B. GROUT CORES @ BRG. ONE END CLIP TO COL. OTHER END

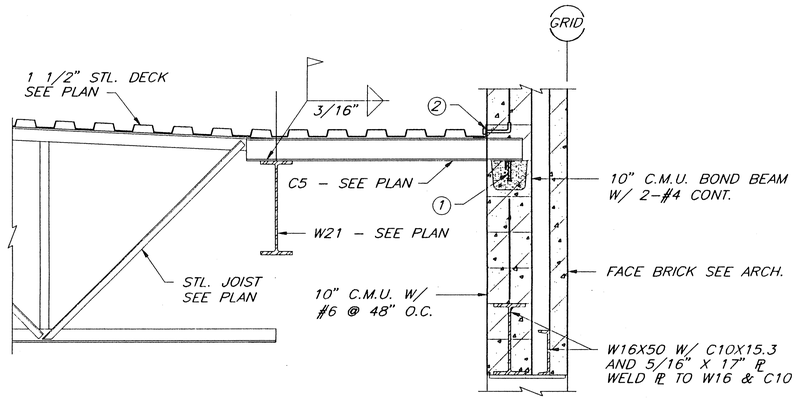
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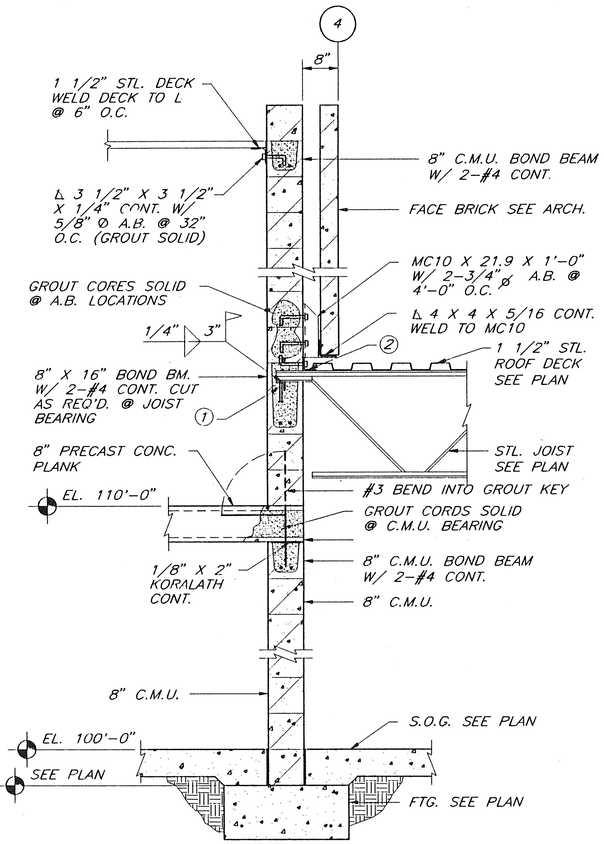
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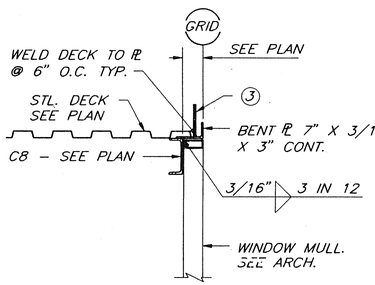
6 SECTION @ ENTRANCE STOOP



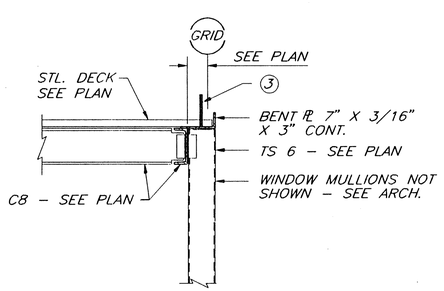
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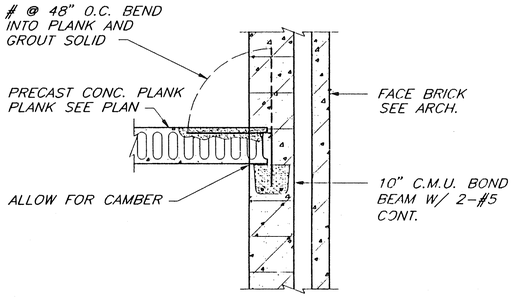
7 SECTION



10 SECTION



9 SECTION



8 SECTION

NOTES

1. Δ 2 1/2" X 2 1/2" X 3/16" X 8" W/ 2–1/2" Ø STUDS @ JOIST BEARING
2. Δ 3 X 3 X 1/4 CONT. W/ 5/8" Ø A.B. @ 48" O.C. WELD DECK TO Δ @ 6" O.C.
3. 1/2" Ø THREADED ROD @ 30" O.C. MAX. SEE ARCH. WELD TO BENT PLATE

SIRRINE
ARCHITECTS
6600 WAYZATA BLVD. SUITE 100, MINNEAPOLIS, MN
612 • 546 • 6612 FAX 546 • 6615

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TRUCK PROGRAMS FACILITY
ALEXANDRIA TECHNICAL COLLEGE
1601 JEFFERSON STREET ALEXANDRIA, MN 56308

project no. 0911502
drawn by R.W.S.
date MAY 7, 1991
revisions
1 BULLETIN NO.1 7/24/91

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S 4

Chosen Valley Testing

Design Phase Geotechnical Evaluation:

Proposed ATCC Transportation Center
1601 Jefferson Street
Alexandria, Minnesota

Prepared for:

Mr. Joel Seela
Alexandria Technical and Community College

April 24, 2024
CVT Project 23033.24.MNT

Certification:



I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly licensed engineer under the laws of the State of Minnesota.

Colby T. Verdegan, PE
Geotechnical Engineer
Registration Number 18983
Date: April 24, 2024

Chosen Valley Testing Inc.

Geotechnical Engineering and Testing • 414 37th Ave N., St. Cloud, MN 56303 • Telephone (320) 774-3500• Fax (320) 774-3554

Joel Seela, Director of Facilities and Security
Alexandria Technical Community College
1601 Jefferson Street
Alexandria, Minnesota
Email: Joels@alextech.edu

April 24, 2024

Re: Design Phase Geotechnical Evaluation
Proposed ATCC Transportation Center
1601 Jefferson Street
Alexandria, Minnesota
CVT Project: 23033.24.MNS

Dear Mr. Seela,

As requested, we are providing this proposal for geotechnical evaluation of the proposed project in Alexandria, Minnesota. This letter briefly summarizes the findings in the attached report.

Summary of Boring Results

Most of the borings were drilled in green areas and encountered about 2 feet topsoil at the surface. The northwest boring was drilled in paved area across the street from the main site and met about 5 inches of asphalt over about 8 inches of aggregate base.

About half of the borings, including most of the borings for the proposed building, met fill or possible fill to depths of about 4 to 6 ½ feet below the surface. These materials were typically clayey but included cleaner sands in the northwest and southeast borings.

The natural soils in the proposed building area were dominated by clayey glacial deposits, consisting primarily of clayey sands. The borings in the lower elevation areas to the southeast were more variable and included rather thick layers of rather clean sands. The borings for the improvements to the 500 Wing building to the northwest were dominated by silty sands.

Free water was observed in three of the four lower elevation borings at the southeast side of the project, at depths ranging from about 7 to 11 feet below the surface. These depths correspond to elevations of about 1395 to 1404 feet. Water was not observed in the high elevation borings. Though most of these samples did not appear to be unusually wet, samples in most borings were gray at about 20 feet or deeper – roughly corresponding to elevations of about 1396 to 1398 feet. These seem rather consistent to the water levels in the lower elevation borings.

Summary of Analysis and Recommendations

Based on the borings, the site has a veneer of topsoil and fill which is underlain primarily by clayey glacial deposits. The topsoil and fill are not suitable for building support and should be removed from the building area and replaced with engineered fill.

With these improvements and assumed building grades, foundations are expected to bear primarily on the glacial soils or possibly shallow depths of fill over the glacial soils. In our opinion, most of these materials are suitable for support of the proposed structure on footing sized to exert pressures of up to 3,000 psf. Some of the upper soils were somewhat soft and may require localized corrections, and this would have to be evaluated at the time of construction.

Remarks

CVT appreciates the opportunity to provide geotechnical services on this project. Please refer to the attached report for further details of our analysis and recommendations. If there are any questions about our report, please feel free to contact us at (651) 756-7384.

Sincerely,
Chosen Valley Testing, Inc.



Hannah Fischer
Graduate Engineer



Colby T. Verdegan, PE
Sr. Geotechnical/Materials Engineer

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APPENDIX 10

Design Phase Geotechnical Evaluation
Proposed ATCC Transportation Center
1601 Jefferson Street
Alexandria, Minnesota

CVT Project Number: 23033.24.MNS
Date: April 24, 2024

A. Introduction

The intent of this report is to present our findings to the client in the same logical sequence that led us to arrive at the opinions and recommendations expressed. Since our services often must be completed before the design is finished, assumptions are often needed to prepare a proper scope and to analyze the data. A complete and thorough review of the entire document, including its assumptions and its appendices, should be undertaken immediately upon receipt.

A.1. Purpose

This geotechnical report was prepared to aid in the design and construction of a proposed Transportation Center for the Alexandria Technical Community College in Alexandria, Minnesota. Our services were authorized by Joel Seela, ATCC Director of Facilities and Security.

A.2. Scope

To obtain data for analysis, a total of 11 penetration test borings were performed. The borings were drilled to depths of about 15 to 25 feet. Our engineering scope consisted of providing this report summarizing our exploration procedures and findings and providing geotechnical recommendations for the proposed facility.

A.3. Boring Locations and Elevations

The boring locations were indicated to Chosen Valley Testing (CVT) based on a boring location plan provided by the client on site. The Boring Location Sketch in the Appendix shows the approximate locations as drilled. These locations should be considered very approximate. The sketch was based superposing the boring location plan and GPS coordinates for the borings onto aerial imagery of the site, using Google Earth Software.

Elevations were estimated using MnTopo software from the Minnesota DNR. The estimated elevations are indicated on the Log of Boring sheets in the Appendix and should be considered approximate.

A.4. Geologic Background

A geotechnical report is based on subsurface data collected for the specific structure or problem. Available geologic data from the region can help interpretation of the data and is briefly summarized in this section.

Geologic maps indicate the soils in the area are dominated by glacial till soils. Bedrock is typically more than 100 feet below the surface and not a consideration for the project.

B. Subsurface Data

Procedures: The borings were performed using penetration test procedures (Method of Test D1586 of the American Society for Testing and Materials). This procedure allows for the extraction of intact soil specimen from deep in the ground. With this method, a hollow-stem auger is drilled to the desired sampling depth. A 2-inch OD sampling tube is then screwed onto the end of a sampling rod, inserted through the hole in the auger's tip, and then driven into the soil with a 140-pound hammer dropped repeatedly from a height of 30 inches above the sampling rod. The sampler is driven 18 inches into the soil, unless the material is too hard. The samples are generally taken at 2½ to 5-foot intervals. The core of soil obtained was classified and logged by the driller on site and a representative portion was then sealed and delivered to the geotechnical engineer for further review.

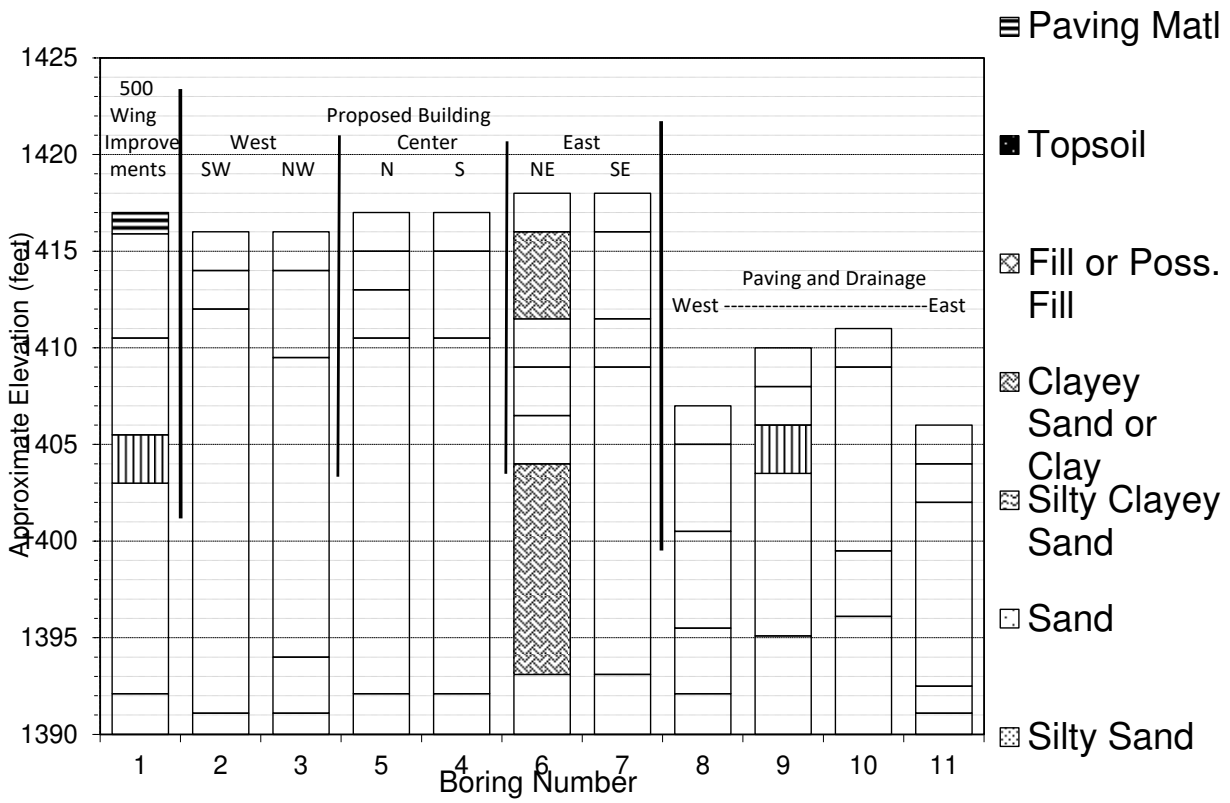
B.1. Stratification

Most of the borings were drilled in green areas and encountered about 2 feet topsoil at the surface. The northwest boring was drilled in paved area across the street from the main site and met about 5 inches of asphalt over about 8 inches of aggregate base.

About half of the borings, including most of the borings for the proposed building, met fill or possible fill to depths of about 4 to 6 ½ feet below the surface. These materials were typically clayey but included cleaner sands in the northwest and southeast borings.

The natural soils in the proposed building area were dominated by clayey glacial deposits, consisting primarily of clayey sands. The borings in the lower elevation areas to the southeast were more variable and included rather thick layers of rather clean sands. The borings for the improvements to the 500 Wing building to the northwest were dominated by silty sands.

The boring data has been summarized in the cross-section following this paragraph. Please refer to the individual Log of Boring sheets in the Appendix for more detailed information.



B.2. Penetration Test and Laboratory Test Results

The number of blows needed for the hammer to advance the penetration test sampler is an indicator of soil characteristics. The results tend to be more meaningful for natural mineral soils than for fill soils. In fill soils, compaction tests are more meaningful.

Penetration resistance values ("N" Value) ranged from 4 to 29 blows per foot (BPF) were recorded in the natural soils indicating they were very loose to medium dense but mostly loose to medium dense. Values in the fill and possible fill ranged from 6 to 27 BPF.

A key to descriptors used to qualify the relative density of soil (such as *soft, stiff, loose*, and *dense*) can be found on the Legend to Soil Description in the Appendix.

B.3. Groundwater Data

During drilling, the drillers may note the presence of moisture on the sampler, in the cuttings, or in the borehole itself. These findings are reported on the boring logs. Because water levels vary with weather, time of year, and other factors, the presence or lack of water during exploration is subject to interpretation and is not always conclusive.

Free water was observed in three of the four lower elevation borings at the southeast side of the project, at depths ranging from about 7 to 11 feet below the surface. These depths correspond to elevations of about 1395 to 1404 feet. Water was not observed in the high elevation borings. Though most of these samples did not appear to be unusually wet, samples in most borings were gray at about 20 feet or deeper – roughly corresponding to elevations of about 1396 to 1398 feet. These seem rather consistent to the water

levels in the lower elevation borings. Groundwater levels on site would be expected to fluctuate seasonally, similar to levels in nearby ponds and lakes, along with local weather patterns.

C. Design Data

Because each structure has a different loading configuration and intensity, different grades, and different structural or performance tolerances, the results of a geotechnical exploration will mean different things for different facilities. If the facility changes, Chosen Valley Testing should be contacted to discuss possible implications of the changes. Without a chance to review such changes, the recommendations of the soils engineer may no longer be valid or appropriate.

The proposed building is to be a single story structure precast interior and exterior bearing calls, along with interior steel columns supporting steel joist supported meal deck. Maximum columns loads were indicated to be on the order of 80 kips of dead load plus 110 kips of live load, while strip footing dead loads are understood to be about 5 kips per lineal foot and live loads of about 3 kips per lineal foot. Slab grade was assumed to be close to existing grades - about elevation 1418 feet on the datum used to locate the borings.

Improvements to the south part of the site are understood to potentially consist of pavement replacement and upgrading, along with some drainage/infiltration features. The improvements to the 500 Wing are understood to be primarily for exterior pavements. Recommendations for these other improvements are necessarily very general due to limited information.

D. Analysis

Based on the borings, the site has a veneer of topsoil and fill which is underlain primarily by clayey glacial deposits. The topsoil and fill are not suitable for building support and should be removed from the building area and replaced with engineered fill.

With these improvements and assumed building grades, foundations are expected to bear primarily on the glacial soils or possibly shallow depths of fill over the glacial soils. In our opinion, most of these materials are suitable for support of the proposed structure on footing sized to exert pressures of up to 3,000 psf. Some of the upper soils were somewhat soft and may require localized corrections, and this would have to be evaluated at the time of construction.

The remainder of the report provides further details of our recommendations for the building and pavement section of the project.

E. Building Grading Recommendations

E.1. Excavation

We recommend removing all topsoil and fill materials from the building area, along with any existing foundations, utilities or otherwise unsuitable soils. For planning purposes, we recommend assuming that all possible fill must also be removed. The following table shows the apparent depths and bottom elevations of these materials at the locations explored. The values in the table have been rounded to the nearest ½-foot.

Boring Number	Approx. Ground Surface Elevation (feet)	Apparent Depth of Unsuitable Soil (feet)	Apparent Bottom Elevation of Unsuitable Soil (feet)
2	1416	4	1412
3	1416	2	1414
4	1417	7	1411
5	1417	4	1413
6	1418	2	1416
7	1418	7	1412

E.2. Oversizing

Any stripping or corrective excavations should be oversized at least 1-foot horizontally beyond the edge of the building for each foot of fill needed below footing grade. This oversizing can be reduced by up to 50% if rather precise staking is present during grading.

E.3. Fill Placement and Compaction

The existing fill appears mixed and largely unsuitable for re-use as engineered fill below the building. We recommend importing clean sand or gravel having less than 12% particles passing a number 200 sieve as engineered fill below the structure. The fill should be placed in lifts adjusted to the compactor being used and the material being compacted. We recommend limiting lifts to no more than 12 inches for clean sands or gravels. This assumes large, self-propelled or tow-behind compactors are used. Thinner lifts should be used for lighter compaction equipment.

All materials below the building, in the oversized areas, and used as backfill for walls should be compacted to a minimum of 95% of its maximum standard Proctor density (ASTM D 698.

E.4. Geotechnical Review and Additional Excavation

CVT should be retained to observe and evaluate the bottom of the excavations after stripping and evaluate other aspects of the grading. As mentioned before, localized soils corrections may be needed in footing excavations subject to geotechnical review when the footing excavations are created. We recommend using clean sand or aggregate as replacement fill for these corrections. Other granular materials could be considered but should be reviewed by the geotechnical engineer. With the present information, such

corrections are expected to be very limited.

F. Building Design

F.1. Foundation Depth

For frost protection, foundations should be placed at least 60 inches below the exposed ground surface for heated structures. Interior foundations in heated areas may be placed directly below slabs. Footings for unheated structures should be placed at least 72 inches below the exposed ground surface.

F.2 Bearing Capacity

Based on the assumed loads, assumed floor elevation, and implementation of our grading recommendations, we are of the opinion that foundations may be designed to exert pressures of up to 3,000 pounds per square foot (psf). This allowable bearing capacity includes a safety factor of at least 3 against shear failure.

F.3. Settlement and Monitoring

Total post-construction settlements are expected to be on the order of 1 inch or less. Differential settlements are then anticipated to be on the order of ½ inch or less between similarly loaded footings.

F.4. Vapor Barrier

If the slab will receive coverings that are less permeable than concrete, a vapor barrier should be placed below the slab. Some contractors prefer to place this barrier below a sand layer to limit the potential for curling.

F.5. Slab Design

The completed slab subgrade is expected to consist of at least 1 foot or more of granular fill over sandy clay. We recommend using a modulus of subgrade reaction of no more than 150 pounds per cubic inch (pci) for this subgrade.

G. Pavement Recommendations

G.1. Stripping and Grading

We recommend stripping the topsoil and rootzone from below all paved areas. The near-surface soils should then be scarified to encourage uniformity and compacted as needed to pass a test roll. If existing pavement are to be upgraded or replaced, the milled the existing pavement materials could likely be reused to provide a relatively firm improved subgrade for the new pavements. If the milled materials meet MnDOT specifications for aggregate, it might also be used to within the pavement section.

G.2. Fill Placement and Compaction

Ideally, fill placed in the upper 3 feet of the subgrade should be compacted to at least 100% of its maximum standard Proctor density. Below 3 feet, compaction to 95% is recommended. The completed

pavement subgrade should be able to pass a test roll. Areas not passing the test roll should be reworked and stabilized with additional aggregate base or other means, as needed to pass the test roll.

G.3. Pavement Design

No borings were drilled through the existing pavements south of the building area. Consequently, we have no direct data on the existing paving materials in that are nor of the supporting soils. In the absence of such information, a typical minimum pavement section for auto traffic areas and supported by a variety of soils would consist of at least 3 inches of asphalt and over 6 inches of class 5 aggregate base. In truck areas, a typical minimum section would consist of at least 4 inches of asphalt over 8 inches of aggregate base.

For the improvements at the 500 Wing building, the subgrade soils below the pavement consisted of rather clean sands. Sands are considered to be high quality subgrade materials. If this represents the overall conditions in that area, an R-value of 50 to 70 is considered reasonable for pavement design on these materials and a k-value of 200 to 300 is considered feasible for concrete pavements.

These pavement sections should be considered preliminary, subject to review by the project civil engineering consultant, their experience with pavement design and performance in the area of the project, and subject to the evaluation of the actual soils in proposed paved areas.

H. Estimated Infiltration

The soils encountered in the possible infiltration areas ranged from clean sands to clays. The following table presents the recommended infiltration rate per soil type from the MPCA Minnesota Storm Water Manual (updated from Version 2X). Please see the individual Log of Boring sheets in the Appendix for soil classification details at each location and depth.

Unified Soil Classification System, USCS	Infiltration Rate (inches/hour)
Silty Clayey Sand (SC-SM) Clayey Sand (SC) to Sandy Lean Clay (CLS)	0.06
Poorly Graded Sand (SP)	0.8
Silty Sand (SM)	0.2 to 0.45
Silt (ML)	0.2

Double ring infiltrometer testing could be performed to provide to more directly assess infiltration but was not in our scope. Our experience is that rates for clean sands (SP) tend to be much higher than the table rates, while actual rates for all other materials are under conservative and are much lower than the table rates.

I. Construction Testing and Documentation

I.1. Excavation

Stripping near in most areas can likely be performed with a variety of equipment. Deep excavations will require the use of a backhoe. A backhoe with a smooth lipped bucket is recommended to limit disturbance of the natural bearing soils.

I.2. Dewatering

Water only appeared to be present in the lower elevation areas at the south end of the site. Excavations into the clean sands in or below the water table would likely require dewatering. Dewatering is not expected to be needed in the area of the building improvements.

I.3. Trench Sidewalls

The contractor will be required to slope or shore the excavations as needed to meet OSHA requirements for safety. The majority of the soils on site will likely classify as Type C soils as defined by OSHA. Trench boxes or other stabilization methods may be necessary when excavating close to property limits or structures.

I.4. Cold Weather

If the excavation occurs during freezing temperatures, good winter construction practices should be used. Frozen fill should be thawed before placing and filling should not be placed on frozen ground. Slab areas should be completely thawed prior to placing concrete.

I.5. Construction Testing and Documentation

The bottom of the excavations should be evaluated and documented by qualified geotechnical personnel to assess the soils at bearing depth. Any fill placed below building areas should be evaluated for conformance to the project gradation recommendations and should be tested for compaction. If filling proceeds during periods of freezing weather, full-time testing should be considered to help confirm that imported fill is thawed prior to and during compaction, and that all snow has been removed before placement of the fill.

Although our firm offers testing services relating to civil and structural components of the structure (such as concrete testing, reinforcement observations, etc.), specification of such services are beyond our work scope and the designer should be consulted as to such requirements.

J. Level of Care

The services provided for this project have been conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in this area, under similar budget and time constraints. This is our professional responsibility. No other warranty, expressed or implied, is made.

Appendix

Boring Location Sketch

Log of Boring # 1-11

Legend to Soil Description

C V T

Chosen Valley Testing, Inc.

Legend

Boring Locations

N

Boring Location Sketch

ATCC
1601 Jefferson Street
Alexandria, Minnesota
CVT Project 23033.24.MNS



LOG OF BORING

CHOSEN VALLEY TESTING CVT

PROJECT: 23033.24.MNS Design Phase Geotechnical Evaluation ATCC Transportation Center 1601 Jefferson Street Alexandria, Minnesota	BORING: **B-01** LOCATION: See attached sketch. DATE: 1/31/2024 SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1417.0	0.0					
1416.6	0.4		**5 INCHES BITUMINOUS**			Elevations were estimated using the MnDNR's program MnTopo and should be considered approximate.
1415.9	1.1		**8 INCHES AGGREGATE**			
		SP	**POSSIBLE FILL**, Poorly Graded Sand, fine-to-medium grained, trace Gravel, brown, moist.	18		MC=2.2%
			At 5 feet, Poorly Graded Sand with Silt, fine-to-medium grained, trace Gravel, brown, moist.	27		MC=3.8%
1410.5	6.5					
		SM	**SILTY SAND**, fine grained, brown, moist, medium dense. (Glacio-Fluvium)	17		MC=6.7%
				19		MC=4.8%
1405.5	11.5					
		ML	**SILT**, brown, wet, very stiff. (Glacio-Fluvium)	22		MC=15.6%
1403.0	14.0					
		SM	**SILTY SAND**, fine grained, brown, moist, medium dense. (Glacio-Fluvium)	19		MC=10.1%
			Below 20 feet, fine-to-medium grained, trace Gravel.	24		MC=7.5%
				23		MC=9%
1392.1	24.9					
			End boring. Water was not observed. Boring was sealed upon completion.			

CVT STANDARD 23033.24.MNS (ALEXANDRIA ATCC).GPJ LOG A GNNN06.GDT 4/1/24

LOG OF BORING

CHOSEN VALLEY TESTING CVT

PROJECT: 23033.24.MNS Design Phase Geotechnical Evaluation ATCC Transportation Center 1601 Jefferson Street Alexandria, Minnesota	BORING: **B-02** LOCATION: See attached sketch. DATE: 1/31/2024 SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1416.0	0.0	OL	**TOPSOIL**, Slightly Organic Silty Sand, trace Roots, dark brown, moist.			
1414.0	2.0	SC	**FILL**, Clayey Sand, fine-to-medium grained, trace Gravel, dark brown, moist.	8		MC=16.1%
1412.0	4.0	SC	**CLAYEY SAND**, fine-to-medium grained, trace Gravel, brown, wet, loose to medium dense. (Glacial Till)	8		MC=17.1%
				5		Minimal sample returned due to cobble or gravel obstruction.
				6		MC=14.9%
			Below 12 feet, gray.	10		MC=13%
				9		MC=15.5%
				11		MC=13.7%
1391.1	24.9			14		MC=12.7%
			End boring. Water was not observed. Boring was sealed upon completion.			

CVT STANDARD 23033.24.MNS (ALEXANDRIA ATCC).GPJ LOG A GNNN06.GDT 4/1/24

LOG OF BORING

CHOSEN VALLEY TESTING CVT

PROJECT: 23033.24.MNS Design Phase Geotechnical Evaluation ATCC Transportation Center 1601 Jefferson Street Alexandria, Minnesota	BORING: **B-03** LOCATION: See attached sketch. DATE: 1/31/2024 SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1416.0	0.0	OL	**TOPSOIL**, Slightly Organic Silty Sand, trace Roots, dark brown, moist.			
1414.0	2.0	CL	**SANDY LEAN CLAY**, trace Gravel, brown, wet, medium. (Glacio-Fluvium)	6		MC=21%
1412.0	4.0	SC	**CLAYEY SAND**, fine-to-medium grained, trace Gravel, brown and gray mottled, wet, loose to medium dense. (Glacial Till)	8		MC=17.6% p200=45.1%
			Below 7 feet, brown.	11		MC=17.3%
				14		MC=11.4%
				10		MC=12.3%
				11		MC=12%
			At 20 feet, gray.	13		MC=12.8%
1394.0	22.0	SC SM	**SILTY CLAYEY SAND**, fine-to-medium grained, trace Gravel, gray, wet, medium dense. (Glacial Outwash)	13		MC=12.3%
1391.1	24.9		End boring. Water was not observed. Boring was sealed upon completion.			

CVT STANDARD 23033.24.MNS (ALEXANDRIA ATCC).GPJ LOG A GNNN06.GDT 4/1/24

LOG OF BORING

CHOSEN VALLEY TESTING CVT

PROJECT: 23033.24.MNS Design Phase Geotechnical Evaluation ATCC Transportation Center 1601 Jefferson Street Alexandria, Minnesota	BORING: **B-04** LOCATION: See attached sketch. DATE: 1/30/2024 SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1417.0	0.0	OL	**TOPSOIL**, Slightly Organic Silty Sand, trace Roots, dark brown, moist.			
1415.0	2.0	SC	**FILL**, Clayey Sand, fine-to-medium grained, trace Gravel, brown, wet.	13		MC=14.8%
			At 5 feet, black.	11		MC=16.2%
1410.5	6.5	SC	**CLAYEY SAND**, fine-to-medium grained, trace Gravel, gray, wet, loose to medium dense. (Glacial Till)	11		MC=15.2%
				8		MC=13.5%
			Below 12 feet, brown.	10		MC=19.8%
				10		MC=13.9%
			Below 20 feet, gray.	9		MC=14.6%
1392.1	24.9			10		MC=11.7%
			End boring. Water was not observed. Boring was sealed upon completion.			

CVT STANDARD 23033.24.MNS (ALEXANDRIA ATCC).GPJ LOG A GNNN06.GDT 4/1/24

LOG OF BORING

CHOSEN VALLEY TESTING CVT

PROJECT: 23033.24.MNS Design Phase Geotechnical Evaluation ATCC Transportation Center 1601 Jefferson Street Alexandria, Minnesota	BORING: **B-05** LOCATION: See attached sketch. DATE: 1/30/2024 SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1417.0	0.0	OL	**TOPSOIL**, Slightly Organic Silty Sand, trace Roots, dark brown, moist.			
1415.0	2.0	SC	**FILL**, Clayey Sand, fine-to-medium grained, trace Gravel, dark brown, wet.	14		MC=15.5%
1413.0	4.0	SC	**CLAYEY SAND to SILTY CLAYEY SAND**, fine-to-medium grained, trace Gravel, brown and gray mottled, wet, loose. (Glacial Till)	10		MC=17.2%
1410.5	6.5	SC	**CLAYEY SAND**, fine-to-medium grained, trace Gravel, brown, wet, loose to medium dense. (Glacial Till)	11		MC=18.2%
				8		MC=17.4%
				7		MC=16.7%
				12		MC=16.5%
				25		MC=11.7%
1392.1	24.9			29		MC=12.9%
			End boring. Water was not observed. Boring was sealed upon completion.			

CVT STANDARD 23033.24.MNS (ALEXANDRIA ATCC).GPJ LOG A GNNN06.GDT 4/1/24

LOG OF BORING

CHOSEN VALLEY TESTING CVT

PROJECT: 23033.24.MNS Design Phase Geotechnical Evaluation ATCC Transportation Center 1601 Jefferson Street Alexandria, Minnesota	BORING: **B-06** LOCATION: See attached sketch. DATE: 1/31/2024 SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1418.0	0.0	OL	**TOPSOIL**, Slightly Organic Silty Sand, trace Roots, dark brown, moist.			
1416.0	2.0	CL	**SANDY LEAN CLAY**, trace Gravel, brown, wet, medium to rather stiff. (Glacial Till)	9		MC=14%
				6		MC=16.8% p200=57.5%
1411.5	6.5	SC SM	**SILTY CLAYEY SAND**, fine-to-medium grained, trace Gravel, brown, moist, medium dense. (Glacial Till)	12		MC=8.7%
1409.0	9.0	SC	**CLAYEY SAND**, fine-to-medium grained, trace Gravel, brown, wet, medium dense. (Glacial Till)	11		MC=14.9%
1406.5	11.5	SM	**SILTY SAND**fine-to-medium grained, trace Gravel, brown, moist, loose. (Glacial Till)	9		MC=11%
1404.0	14.0	SC	**CLAYEY SAND**, fine-to-medium grained, trace Gravel, brown, wet, medium dense. (Glacial Till)	13		MC=11.3%
			Below 20 feet, gray.	12		MC=10.6%
1393.1	24.9			14		MC=10.5%
			End boring. Water was not observed. Boring was sealed upon completion.			

CVT STANDARD 23033.24.MNS (ALEXANDRIA ATCC).GPJ LOG A GNNN06.GDT 4/1/24

LOG OF BORING

CHOSEN VALLEY TESTING CVT

PROJECT: 23033.24.MNS Design Phase Geotechnical Evaluation ATCC Transportation Center 1601 Jefferson Street Alexandria, Minnesota	BORING: **B-07** LOCATION: See attached sketch. DATE: 1/31/2024 SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1418.0	0.0	OL	**TOPSOIL**, Slightly Organic Silty Sand, trace Roots, dark brown, moist.			
1416.0	2.0	SC SM	**FILL**, Silty Clayey Sand, fine-to-medium grained, trace Gravel, dark brown, moist.	9		MC=12.7%
				6		MC=14.4%
1411.5	6.5	CL	**LEAN CLAY with SAND**, brown, wet, rather stiff. (Glacio-Fluvium)	10		MC=22.9%
1409.0	9.0	SC	**CLAYEY SAND**, fine-to-medium grained, trace Gravel, brown, wet, loose to medium dense. (Glacial Till)	6		MC=18.2%
				12		Minimal sample returned due to cobble or gravel obstruction.
				11		Minimal sample returned due to cobble or gravel obstruction.
			Below 20 feet, gray.	11		MC=11.4%
1393.1	24.9			11		MC=12%
			End boring. Water was not observed. Boring was sealed upon completion.			

CVT STANDARD 23033.24.MNS (ALEXANDRIA ATCC).GPJ LOG A GNNN06.GDT 4/1/24

LOG OF BORING

CHOSEN VALLEY TESTING CVT

PROJECT: 23033.24.MNS Design Phase Geotechnical Evaluation ATCC Transportation Center 1601 Jefferson Street Alexandria, Minnesota	BORING: **B-08** LOCATION: See attached sketch. DATE: 1/30/2024 SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1407.0	0.0	OL	**TOPSOIL**, Slightly Organic Silty Sand, trace Roots, dark brown, moist.			
1405.0	2.0	SC SM	**SILTY CLAYEY SAND**, fine-to-medium grained, trace Gravel, brown, moist, loose. (Glacial Till)	10		MC=12.3%
				8		MC=13% p200=37.3%
1400.5	6.5	SP SM	**POORLY GRADED SAND with SILT**, fine-to-medium grained, trace Gravel, brown, water bearing, loose to medium dense. (Glacial Outwash)	18	▽	MC=11.5%
				9		MC=15%
1395.5	11.5	SM	**SILTY SAND**, fine-to-medium grained, trace Gravel, brown, wet, medium dense to dense. (Glacial Till)	22		MC=14.5%
1392.1	14.9		At 14 feet, layer of Poorly Graded Sand.	18		MC=22.5%
			End boring. Water was observed at 7 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 23033.24.MNS (ALEXANDRIA ATCC).GPJ LOG A GNNN06.GDT 4/1/24

LOG OF BORING

CHOSEN VALLEY TESTING CVT

PROJECT: 23033.24.MNS Design Phase Geotechnical Evaluation ATCC Transportation Center 1601 Jefferson Street Alexandria, Minnesota	BORING: **B-09** LOCATION: See attached sketch. DATE: 1/30/2024 SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1410.0	0.0	OL	**TOPSOIL**, Slightly Organic Silty Sand, trace Roots, dark brown, moist.			
1408.0	2.0	SP	**POORLY GRADED SAND**, trace Gravel, brown, moist, loose. (Glacial Outwash)	8		MC=10.7%
1406.0	4.0	ML	**SILT**, gray and brown mottles, wet, medium dense. (Glacio-Fluvium)	9		MC=22.9%
1403.5	6.5	SC	**CLAYEY SAND**, fine-to-medium grained, trace Gravel, brown, wet, loose. (Glacial Till)	7		MC=15.3%
				8		MC=13.7%
				7		MC=13.1%
1395.1	14.9			8		MC=13.4%
			End boring. Water was not observed. Boring was sealed upon completion.			

CVT STANDARD 23033.24.MNS (ALEXANDRIA ATCC).GPJ LOG A GNNN06.GDT 4/1/24

LOG OF BORING

CHOSEN VALLEY TESTING CVT

PROJECT: 23033.24.MNS Design Phase Geotechnical Evaluation ATCC Transportation Center 1601 Jefferson Street Alexandria, Minnesota	BORING: **B-10** LOCATION: See attached sketch. DATE: 1/30/2024 SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1411.0	0.0	OL	**TOPSOIL**, Slightly Organic Silty Sand, trace Roots, dark brown, moist.			
1409.0	2.0	SP	**POORLY GRADED SAND**, fine-to-medium grained, trace Gravel, brown, moist to 7 feet then water bearing, loose to medium dense. (Glacial Outwash)	10		MC=9.8%
				12		MC=4.4% p200=4.9%
				9	▽	MC=23.5%
				11		MC=14.8%
1399.5	11.5	SC	**CLAYEY SAND to SILTY CLAYEY SAND**, fine-to-medium grained, trace Gravel, brown, wet, very loose to loose. (Glacial Till)	7		MC=12.1%
1396.1	14.9			4		MC=13.8%
			End boring. Water was observed at 7 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 23033.24.MNS (ALEXANDRIA ATCC).GPJ LOG A GNNN06.GDT 4/1/24

LOG OF BORING

CHOSEN VALLEY TESTING CVT

PROJECT: 23033.24.MNS Design Phase Geotechnical Evaluation ATCC Transportation Center 1601 Jefferson Street Alexandria, Minnesota	BORING: **B-11** LOCATION: See attached sketch. DATE: 1/30/2024 SCALE: 1" = 4'

Elev.	Depth	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1406.0	0.0	OL	**TOPSOIL**, Slightly Organic Silty Sand, trace Roots, dark brown, moist.			
1404.0	2.0	SP SM	**FILL**, Poorly Graded Sand with Silt, fine-to-medium grained, trace Gravel, dark brown, moist.	8		MC=6.8%
1402.0	4.0	SP SM	**POORLY GRADED SAND with SILT**, fine-to-medium grained, trace Gravel, brown, moist to 10 feet then water bearing, loose to medium dense. (Glacial Outwash)	13		MC=4.2%
				9		MC=10.2%
				9	▽	MC=23.2%
				13		MC=15.9%
1392.5	13.5	SC SM	**SILTY CLAYEY SAND**, fine-to-medium grained, trace Gravel, brown, wet, medium dense. (Glacial Till)	14		MC=15.6%
1391.1	14.9		End boring. Water was observed at 11 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 23033.24.MNS (ALEXANDRIA ATCC).GPJ LOG A GNNN06.GDT 4/1/24

UNIFIED SOIL CLASSIFICATION (ASTM D-2487/2488)

MATERIAL TYPES	CRITERIA FOR ASSIGNING SOIL GROUP NAMES			GROUP SYMBOL	SOIL GROUP NAMES & LEGEND
COARSE-GRAINED SOILS >50% RETAINED ON NO. 200 SIEVE	GRAVELS >50% OF COARSE FRACTION RETAINED ON NO 4. SIEVE	CLEAN GRAVELS <5% FINES	Cu>4 AND 1<Cc<3	GW	WELL-GRADED GRAVEL
			Cu>4 AND 1>Cc>3	GP	POORLY-GRADED GRAVEL
		GRAVELS WITH FINES >12% FINES	FINES CLASSIFY AS ML OR CL	GM	SILTY GRAVEL
			FINES CLASSIFY AS CL OR CH	GC	CLAYEY GRAVEL
	SANDS >50% OF COARSE FRACTION PASSES ON NO 4. SIEVE	CLEAN SANDS <5% FINES	Cu>6 AND 1<Cc<3	SW	WELL-GRADED SAND
			Cu>6 AND 1>Cc>3	SP	POORLY-GRADED SAND
		SANDS AND FINES >12% FINES	FINES CLASSIFY AS ML OR CL	SM	SILTY SAND
			FINES CLASSIFY AS CL OR CH	SC	CLAYEY SAND
FINE-GRAINED SOILS >50% PASSES NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT<50	INORGANIC	PI>7 AND PLOTS>"A" LINE	CL	LEAN CLAY
			PI>4 AND PLOTS<"A" LINE	ML	SILT
		ORGANIC	LL (oven dried)/LL (not dried)<0.75	OL	ORGANIC CLAY OR SILT
	SILTS AND CLAYS LIQUID LIMIT>50	INORGANIC	PI PLOTS >"A" LINE	CH	FAT CLAY
			PI PLOTS <"A" LINE	MH	ELASTIC SILT
		ORGANIC	LL (oven dried)/LL (not dried)<0.75	OH	ORGANIC CLAY OR SILT
HIGHLY ORGANIC SOILS		PRIMARILY ORGANIC MATTER, DARK IN COLOR, AND ORGANIC ODOR		PT	PEAT

Relative Proportions of Sand and Gravel

TERM	PERCENT
Trace	< 15
With	15 - 29
Modifier	> 30

Relative Proportions of Fines

TERM	PERCENT
Trace	< 5
With	5 - 12
Modifier	> 12

Grain Size Terminology

TERM	SIZE
Boulder	< 12 in.
Cobble	3 in. - 12 in.
Gravel	#4 sieve to 3 in.
Sand	#200 sieve to #4 sieve
Silt or Clay	Passing #200 sieve

SAMPLE TYPES

Hollow Stem

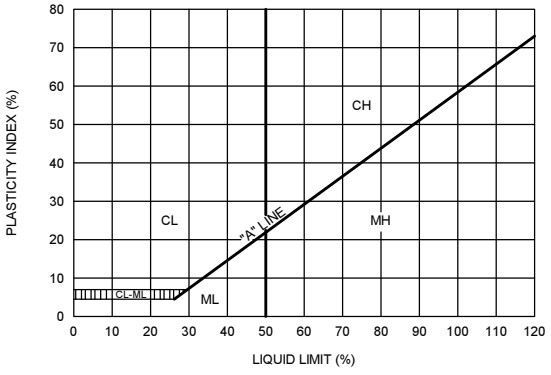
Standard Penetration Test

TEST SYMBOLS

MC	-	MOISTURE CONTENT	LL	-	LIQUID LIMIT
OC	-	ORGANIC CONTENT	PI	-	PLASTISITY INDEX
CN	-	CONSOLIDATION	SW	-	SWELL TEST
DD	-	DRY DENSITY	UU		Unconsolidated Undrained triaxial
PP	-	POCKET PENETROMETER			
RV	-	R-VALUE			
SA	-	SIEVE ANALYSIS			
P200	-	% PASSING #200 SIEVE			

- WATER LEVEL (WITH TIME OF) MEASUREMENT

PLASTICITY CHART



PENETRATION RESISTANCE
(RECORDED AS BLOWS / 0.5 FT)

SAND & GRAVEL		SILT & CLAY		
RELATIVE DENSITY	BLOWS/FOOT*	CONSISTENCY	BLOWS/FOOT*	COMPRESSIVE STRENGTH (TSF)
VERY LOOSE	0 - 4	VERY SOFT	0 - 1	0 - 0.25
LOOSE	4 - 10	SOFT	2 - 3	0.25 - 0.50
MEDIUM DENSE	10 - 30	RATHER SOFT	4 - 5	0.50 - 1.0
DENSE	30 - 50	MEDIUM	6 - 8	
VERY DENSE	OVER 50	RATHER STIFF	9 - 12	1.0 - 2.0
		STIFF	13 - 16	
		VERY STIFF	17 - 30	2.0 - 4.0
		HARD	OVER 30	OVER 4.0

* NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE A 2 INCH O.D. (1-3/8 INCH I.D.) SPLIT-BARREL SAMPLER THE LAST 12 INCHES OF AN 18-INCH DRIVE (ASTM-1586 STANDARD PENETRATION TEST).

Chosen Valley Testing, Inc.

Job No. 14202.18.MNR

LEGEND TO SOIL DESCRIPTIONS

CVT

CVT 14202.18.MNR (PRESTON VETERAN'S HOME).GPJ 1/10/19

Commissioning Plan

Alexandria Technical & Community College
Transportation Center
Alexandria, Minnesota

February 27, 2026

Questions & Solutions® Engineering, Inc.
1079 Falls Curve
Chaska, Minnesota 55318
QSEng.com

U.S. GREEN BUILDING COUNCIL MEMBER

certified WBENC WOMEN'S BUSINESS ENTERPRISE

CCF Certified Commissioning Firm

Commissioning Plan

Alexandria Technical & Community College
Transportation Center
Alexandria, Minnesota

February 27, 2026

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Chaska, Minnesota 55318
QSEng.com

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certified WBENC Women's Business Enterprise

CCF Certified Commissioning Firm

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1. Introduction

For the Alexandria Technical & Community College Transportation Center project, "commissioning" is defined as the verification that the building systems are installed, calibrated and perform according to the contract documents.

This Commissioning Plan defines the activities included in the commissioning process; team members and their roles and responsibilities; scheduling parameters; and other process-related issues. This document is intended to be a roadmap for the parties involved in the commissioning process by explaining the systems to be commissioned, the process activities, and the roles and responsibilities for each party involved.

The goals of the Commissioning Plan are to define the following key aspects:

- Systems to be commissioned.
- Commissioning team members.
- Commissioning activities.
- Commissioning team member responsibilities for each commissioning activity.

The commissioning plan has three main sections: the list of Systems to be Commissioned, the Commissioning Process Flowcharts, and the Commissioning Process Narrative. The Commissioning Process Flowcharts graphically depict the commissioning process and its flow through all phases of the project. These are intended to be a quick reference for identifying the fundamental components of commissioning and their relationship with each other. The Commissioning Process Narrative provides more detail and discussion on the activities, responsibilities, and deliverables represented by each of the flowchart boxes. For each flowchart box, there is a corresponding narrative.

Other sections of the Commissioning Plan include a list of Commissioning Team Members and select commissioning documentation templates.

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2. Commissioning Team Members

Role	Company	Project Title	Name	Phone Number	Email Address
Owner	ATCC	Director of Facilities and Security	Randy Anderson	(320) 762-4962	Randy.Anderson@AlexTech.edu
Owners Rep	System Office	Project Manager	Justine Pliska	(651) 583-8208	Justine.Pliska@MinnState.edu
Construction Manager					
Contractors					
Design Team	LHB	Project Manager	Sara Philips	(612) 203-8196	Sara.Phillips@LHBCorp.com
		Architect	Karin Stuber		Karin.Stuber@LHBCorp.com
		Mechanical Engineer	Alec Ashton		Alec.Ashton@LHBCorp.com
	Hallberg	Electrical Engineer	Ryan Lindahl	(218) 206-2257	RLindahl@HallbergEngineering.com
Commissioning Professional	Questions & Solutions Engineering (QSE)	Cx Principal	Rebecca Ellis	(612) 309-0503	Rebecca.Ellis@QSEng.com
		Cx Project Manager	Matt Malinosky	(612) 817-5663	Matt.Malinosky@QSEng.com
		Cx Lead Electrical Engineer	John Hebert	(612) 805-0393	John.Hebert@QSEng.com
		Cx Electrical Engineer	Daniel Yuhas	(612) 594-0095	Daniel.Yuhas@QSEng.com
		Cx Mechanical Engineer	Shannon Ellis	(952) 428-8770	Shannon.Ellis@QSEng.com

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3. Systems to be Commissioned

New Transportation Center

Plumbing Systems	Test Sample	Total Quantity	Sample Rate
Domestic hot water system	1	1	100%
Domestic hot water system fixture response	4	TBD	TBD
Compressed air systems	1	1	100%
Emergency eyewash station	4	4	100%

Mechanical Systems	Test Sample	Total Quantity	Sample Rate
Air handling systems	1	1	100%
Energy recovery ventilator	1	1	100%
Diesel lab ventilation systems	3	3	100%
Packaged DX system	1	1	100%
Heating water system	1	1	100%
Snowmelt zones	2	2	100%
Glycol makeup system	1	1	100%
Terminal units: VAV with reheat	2	10	20%
Perimeter radiation zones	2	4	50%
Electric baseboard radiators	1	1	100%
Destratification fan zones	2	3	67%
Wash bay exhaust fan	1	1	100%
Dyno lab exhaust fan	1	1	100%
Vehicle exhaust fans	4	18	22%
Fuel storage exhaust fan	1	1	100%
Unit heaters	3	15	20%

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Electrical Systems	Test Sample	Total Quantity	Sample Rate
Non-utility whole building energy monitoring: electricity meters	1	1	100%
Renewable electrical production systems	1	1	100%
Interior lighting control zones	TBD	TBD	2 hr field allowance
Exterior lighting control zones	1	1	

Electronic Safety & Security	Test Sample	Total Quantity	Sample Rate
Fire alarm system	1	1	100%

Building Automation System	Test Sample	Total Quantity	Sample Rate
Building automation system (as applicable to above systems)	1	1	100%

February 27, 2026
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4. Commissioning Process Flowcharts

The flowcharts on the following pages illustrate the commissioning process as customized for the Alexandria Technical & Community College Transportation Center project.

Each of the boxes across the top of each page represents a major milestone Commissioning activity and has been color coded to indicate the phase of construction in which the activity occurs: Design Phase, Construction Phase, Verification & Acceptance Phase, and Warranty Phase. Beneath the boxes the Commissioning Team Members are listed along with their roles and responsibilities for that particular activity. Additional detail for each activity is provided in Section 5 Commissioning Plan Narrative.

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DESIGN PHASE

Commissioning Plan

Owner
Review & approve the Commissioning Plan.

Design Team
Review & comment on Commissioning Plan.

Construction Manager
None.

Contractors
None.

Cx Professional
Prepare & submit Commissioning Plan.

Update Commissioning Plan throughout the project.

Owners Project Requirements (OPR) Development and Maintenance

Owner
Assist in the development of the OPR.

Design Team
Provide performance criteria not established by the Owner.

Construction Manager
None.

Contractors
None.

Cx Professional
Develop the OPR. Continuously update the OPR to capture changes over the life of the project.

Basis of Design (BOD) Review

Owner
Provide desired system performance and operational requirements for the commissioned systems.

Design Team
Provide Cx Professional with BOD. Update documents as needed to reflect final approach.

Construction Manager
None.

Contractors
None.

Cx Professional
Review BOD based on Owner's desired system performance and operational requirements related to commissioned systems.

Design Phase Meeting Participation

Owner
Plan, facilitate and document.

Design Team
Participate.

Construction Manager
None.

Contractors
None.

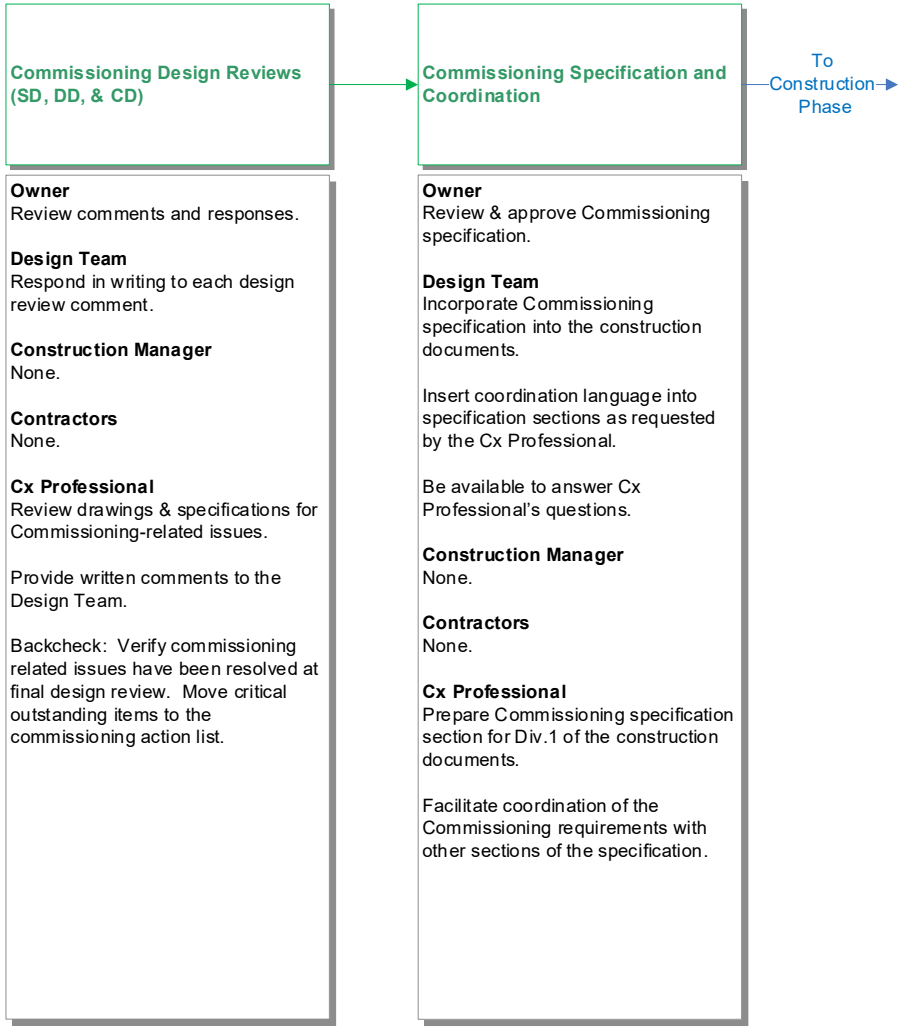
Cx Professional
Participate.

Plan, facilitate and document design phase commissioning kickoff meeting.

To Design Phase (Part 2)

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DESIGN PHASE (PART 2)



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CONSTRUCTION PHASE

Construction Phase Commissioning Kickoff Meeting and Commissioning Coordination Meetings

Owner
Participate.

Design Team
Participate.

Construction Manager
Participate.

Contractors
Participate.

Cx Professional
Plan, facilitate and document.

Construction Phase Project Team Meetings

Owner
Participate.

Design Team
Participate.

Construction Manager
Plan, facilitate and document.

Contractors
Participate.

Cx Professional
Participate in select meetings.

Commissioning Activity Scheduling

Owner
None.

Design Team
None.

Construction Manager
Incorporate and update commissioning activities in the master construction schedule.

Contractors
Provide input to the Construction Manager regarding durations and timing.

Cx Professional
Assist the Project Team in scheduling commissioning milestones.

Review construction schedule and submit comments to the construction team.

Submittal Review and Backcheck (1 cycle)

Owner
Participate in review as time permits.

Design Team
Review submittals and submit review comments.

Respond in writing to each review comment.

Construction Manager
Submit equipment & system data for review.

Oversee submittal review process.

Contractors
Submit equipment & system data for review.

Cx Professional
Review (concurrently with Design Team) submittals for compliance with the OPR. Submit comments to Design Team.

Backcheck: Verify commissioning related issues have been resolved in subsequent submission. Move critical outstanding items to the commissioning action list.

To Construction Phase (Part 2)

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CONSTRUCTION PHASE (PART 2)

Review Change Orders, Requests for Information, Meeting Minutes, etc.

Owner
Participate in reviews as time permits.

Design Team
Answer requests for information in writing.

Issue change orders, supplemental information, etc.

Construction Manager
Submit requests for information as needed for clarification

Copy the Cx Professional on construction documentation correspondence.

Contractors
Submit requests for information as needed for clarification.

Cx Professional
Review Design Team responses to requests for information.

Review construction documentation. Identify any concerns with respect to performance and OPR compliance.

Functional Performance Test Procedures

Owner
Review test procedures as time permits.

Design Team
Be available to answer questions from the Cx Professional.

Construction Manager
None.

Contractors
Be available to answer questions from the Cx Professional.

Review & comment on test procedures.

Cx Professional
Develop the test procedures to reflect final configurations and operational sequences.

Installation Checklist Development & Completion

Owner
None.

Design Team
None.

Construction Manager
Notify QSE of readiness to start completing checklists.

Contractors
Notify QSE of readiness to start completing checklists.

Commissioning Professional
Develop and complete checklists upon notification of readiness from contractors.

Site Visits & Construction Observation

Owner
Communicate concerns as they are discovered.

Design Team
Be available for questions from Cx Professional.

Construction Manager
Be available for questions from Cx Professional.

Contractors
Be available for questions from Cx Professional.

Cx Professional
Schedule and attend site visit.

Identify any concerns with respect to performance, compliance with construction documents, or compliance with the OPR.

To Construction Phase (Part 3)

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CONSTRUCTION PHASE (PART 3)

Review Hydronic Flush & Fill Reports

To Acceptance & Verification Phase

Owner
Review as time permits.

Design Team
Review, comment on, and approve test reports. Respond in writing to each review comment.

Construction Manager
Coordinate works.

Contractors
Perform startup work.

Respond to Cx Professional comments as necessary.

Cx Professional
Review & comment on hydronic flush & fill reports.

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ACCEPTANCE & VERIFICATION PHASE

Test and Balance Report Review

Owner
Review as time permits.

Design Team
Review, comment on, and approve TAB report. Respond in writing to each review comment.

Construction Manager
Verify systems are ready for successful TAB.

Contractors
Submit results of TAB work to Construction Manager.

Cx Professional
Review & comment on TAB report (concurrently with Design Team). One review per phase will be performed.

Functional Performance Testing

Owner
Witness testing as time permits.

Design Team
Be available to discuss acceptance criteria interpretation as necessary.

Construction Manager
Coordinate the functional testing process including Contractors involvement, site access, and conflicting activities.

Contractors
Be available to discuss acceptance criteria interpretation as necessary.

Perform tests under observation of the Cx Professional.

Provide equipment and personnel as indicated by the test plan.

Cx Professional
Direct, witness and document functional performance testing.

Deficiency Documentation, Correction & Tracking

Owner
None.

Design Team
Be available to answer questions as necessary.

Construction Manager
Coordinate the correction of deficiencies found during initial testing.

Contractors
Correct deficiencies found during initial testing.

Respond in writing to each open item on the action list once completed.

Cx Professional
Document deficiencies identified during initial testing.

Track deficiency correction.

Consult during the resolution of issues found during testing.

Functional Performance Retesting

Owner
Witness retesting as time permits.

Provide access to areas during retesting as required to confirm corrections.

Design Team
Be available to discuss test results and acceptance criteria interpretation as necessary.

Construction Manager
Coordinate retesting with the Contractorss and the Owner.

Contractors
Retest previously failed tests as requested by the Commissioning Professional.

Be available to discuss test results and acceptance criteria interpretation as necessary.

Cx Professional
Direct, witness and document functional performance retesting.

To Acceptance & Verification Phase (Part 2)

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ACCEPTANCE & VERIFICATION PHASE (PART 2)

Training Tracking & Documentation

Owner
Participate in and accept O&M training sessions.

Design Team
None.

Construction Manager
Schedule training sessions directly with the Owner.

Contractors
Provide training of the Owner O&M personnel per the training plan.

Submit completed training verification forms to the Commissioning Professional.

Cx Professional
Collect training completed training verification forms for each Cx related spec section that requires training.

O&M Documentation Review

Owner
None.

Design Team
None.

Construction Manager
Coordinate the submission of O&M documentation.

Consolidate O&M submissions according to the specified format.

Contractors
Submit O&M manuals to the Construction Manager.

Cx Professional
Confirm the delivery of O&M manuals. Review the content of O&M manuals for completeness. Submit review comments to the construction manager.

Review As-Built Controls Shop Drawings

Owner
Review as-built controls documentation. Provide feedback (if any) to the Cx Professional.

Design Team
None.

Construction Manager
Oversee submission of As-Built controls shop drawings to Owner and Cx Professional.

Contractors
Submit As-Built controls shop drawings to Owner and Cx Professional.

Make as-built updates to reflect final system conditions.

Cx Professional
Review As-Built controls shop drawings. Provide any comments to Contractors.

Systems Manual

Owner
Provide input regarding manual content.

Review & approve systems manual.

Design Team
None.

Construction Manager
Oversee Contractor documentation for inclusion in the systems manual.

Contractors
Provide documentation for inclusion in the systems manual.

Cx Professional
Collect documentation for inclusion in the systems manual.

Coordinate assembly of required contents.

To Acceptance & Verification Phase (Part 3)

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ACCEPTANCE & VERIFICATION PHASE (PART 3)

SB 2030 Energy Efficient Operations Manual (EEOM)

To Warranty Phase

Owner
Participate in EEOM Online updates.

Design Team
None.

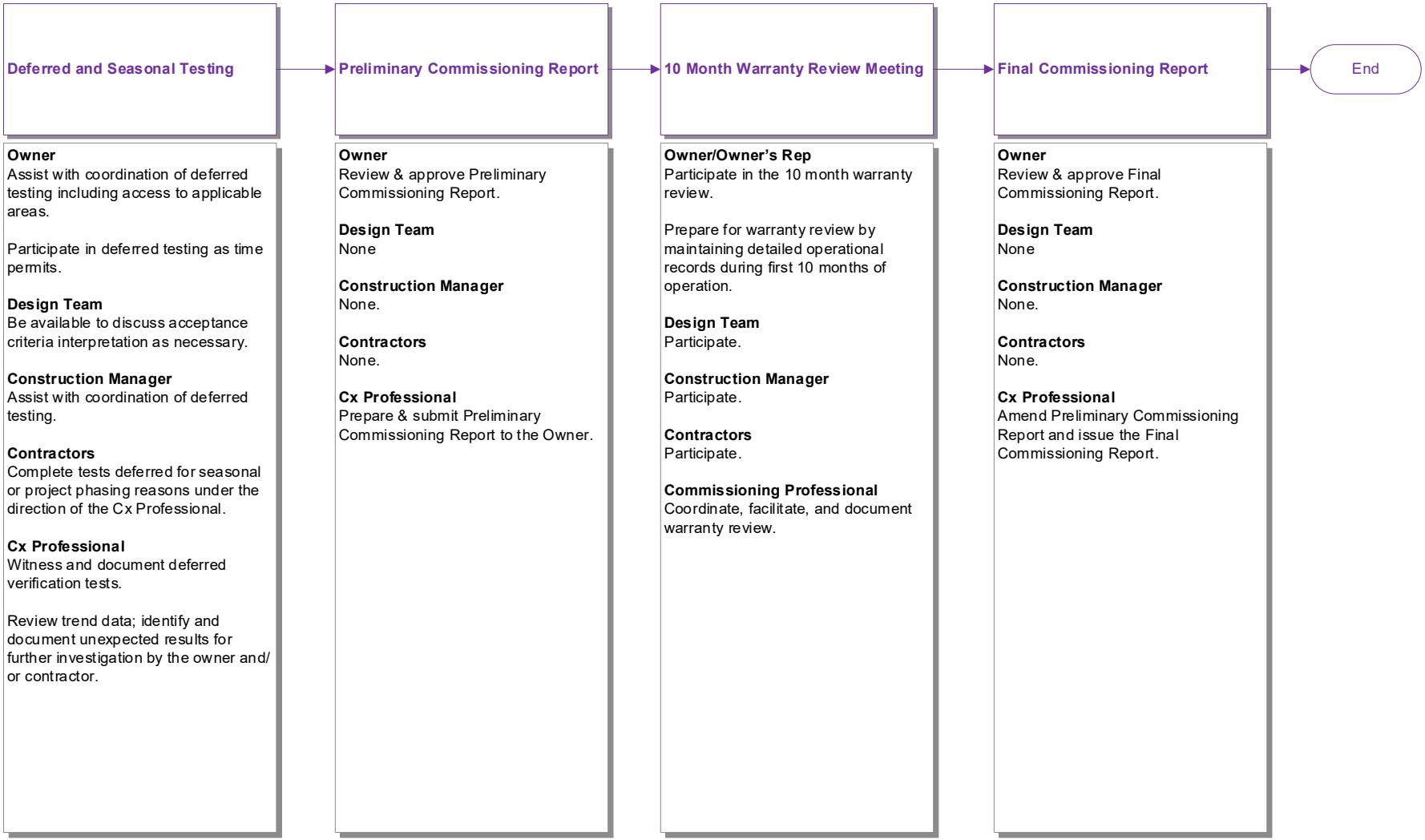
Construction Manager
None.

Contractors
None.

Cx Professional
Set up Online EEOM Tool with project specific elements for reporting by Owner.

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WARRANTY PHASE



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5. Commissioning Process Narrative

Design Phase Activities

Commissioning Plan

The Commissioning Plan will detail the Commissioning process. The systems to be commissioned will be listed, and the Plan will focus on identifying commissioning activities, commissioning team members, and roles & responsibilities as part of the commissioning process.

The detailed technical aspects of commissioning, e.g., test procedures, scheduling, etc., will be developed and executed as part of implementing the Commissioning Plan but will not be detailed in the Commissioning Plan.

Owner's Project Requirements (OPR) Development and Maintenance

The Owner's Project Requirements (OPR) will be developed by QSE with input from the Owner and the Design Team. It will quantitatively define the performance and operational requirements for the commissioned systems. These performance requirements will be the acceptance criteria against which the systems will be judged. They will include parameters such as temperatures, flows, pressures, moisture content, voltage, current, light levels, etc.

QSE will monitor the progress of the project and identify items that may not comply with the OPR. Modifications to the OPR may occur throughout the project but must first be approved by the Owner.

Basis of Design (BOD) Review

The BOD should outline the Design Team's plan to meet the requirements that have been established in the OPR. QSE will provide comments on the portions of the BOD related to the commissioned systems.

Design Phase Meeting Participation

The design team will conduct project team meetings during the design phase. These meetings serve to review the current status of the project with the core team. QSE will attend select meetings.

During one of the design phase meetings, QSE will facilitate the design phase Commissioning kickoff meeting. The intent of the kickoff meeting is to review the specifics of the Commissioning process, identify representatives to the Commissioning Team, and establish communication and documentation protocols for implementing the Commissioning process as efficiently and effectively as possible. This meeting provides an overview so that the team understands the big picture and the benefits they will accrue by participating in the process.

Commissioning Design Review (SD, DD, CD)

The QSE team will review the design documents for the following commissioning-related items:

- Compliance with the Owner's Project Requirements

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- Clarity of the design
- Accessibility and maintainability
- Operations and maintenance training and documentation requirements
- Ability to test and validate system operation

Comments will be categorized as follows:

- Critical: Issues which in our professional opinion are related to a system's ability to achieve the Owner's Project Requirements performance criteria.
- Question: Requests for clarification of intent.
- Suggestion: Design features which can meet the Owner's Project Requirements but for which QSE has a recommendation for improved efficiency, increased reliability, and/or lower life cycle cost.
- Coordination: Although a commissioning review is not a coordination review, QSE will note coordination items that we happen to notice during the course of our review of the documents.
- Energy: There are several ways to achieve the Owner's Project Requirements. Comments of this nature suggest that an alternate approach may yield more favorable energy usage.

QSE will compile comments and suggestions for Design Team consideration into a report. The Design Team will respond in writing to each of the comments provided by QSE. QSE will review the Design Team's responses to the commissioning review comments. The Design Team shall address all the critical issues, questions, suggestions, coordination, and energy issues identified by QSE in the subsequent design submission. For this project, QSE will perform design reviews at the SD, DD, and CD phases.

QSE will backcheck the Design Team's responses during the subsequent design submission to verify that the documented responses have been incorporated.

Commissioning Specification and Coordination

QSE will prepare a Commissioning Specification to be included in the Construction Documents. The Commissioning Specification will provide the specific responsibilities for the Construction and Warranty Phases. The Design Team will incorporate the Commissioning Specification into Division 01 of the project contract documents.

QSE will also recommend coordination language to be included in the other specification sections that will direct the Contractors' attention to the Commissioning Specification for required commissioning activities. The Design Team will incorporate the coordination language into the contract documents.

Construction Phase Activities

Construction Phase Kickoff Meeting and Commissioning Coordination Meetings

The intent of the kickoff meeting is to review the specifics of the Commissioning process, identify representatives to the Commissioning Team, and establish communication and documentation protocols for implementing the Commissioning process as efficiently and effectively as possible. This

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meeting provides an overview so that the team understands the big picture and the benefits they will accrue by participating in the process.

QSE will conduct commissioning coordination meetings throughout the construction and verification & acceptance phases. These meetings are intended to help every team member understand and execute their roles and responsibilities within the commissioning process, to coordinate the details of current and upcoming commissioning activities, and to review outstanding action items. Meetings will be held virtually unless on site for other work.

Construction Phase Project Team Meetings

The Construction Manager will conduct coordination meetings to address specific issues requiring coordination during the construction phase. QSE will participate in select meetings and discuss commissioning related topics during these meetings.

Commissioning Activity Scheduling

QSE will review the construction schedule with the Construction Manager and recommend milestones to be added to the master construction schedule. This will assist the team in preparing for upcoming commissioning activities.

Submittal Review and Backcheck (1 Cycle)

QSE will review one cycle of equipment shop drawings and submittals associated with systems being commissioned. QSE will identify the shop drawings they need to review from the master submittal register. The Construction Manager shall send one copy of the selected shop drawings to QSE for review simultaneous with the Design Team's review.

Commissioning submittal review comments will focus on the same areas as the commissioning design reviews.

- Compliance with the OPR
- Clarity of the submittal
- Accessibility and maintainability
- O&M training and documentation requirements
- Ability to test and validate system operation

QSE will submit review comments to the Design Team for incorporation, at the Design Team's discretion, into their formal response to the Contractors. The Design Team will respond in writing to QSE's comments. QSE will backcheck commissioning related issues have been resolved in subsequent submittals and move critical outstanding items to the commissioning action list.

Review Change Orders, Requests for Information, Meeting Minutes, etc.

The Construction Manager shall copy QSE on all Construction Phase correspondence pertaining to the systems being commissioned. This includes requests for proposal, change orders, responses to requests for information, project meeting minutes, and other correspondence. The intent of this review is for QSE to remain informed of the current project status and technical requirements for the systems to be commissioned.

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Functional Performance Test Procedures

QSE will prepare final Functional Performance Test Procedures based on the construction documents and approved equipment shop drawings. QSE will publish the Functional Performance Test Procedures for all commissioning team members to review prior to the start of testing. The contractors will review and comment on the efficiency and safety of the proposed test steps. QSE will incorporate the contractors' recommendations as appropriate. It is this review activity that helps prevent surprises in the field during testing.

Installation Checklist Development & Completion

Installation Checklists are used to document that the equipment and systems are connected and operational and that functional performance testing may proceed without unnecessary delays.

These checklists are primarily inspections and procedures to prepare the equipment or system for initial operation. QSE will complete the installation checklists prior to equipment startup and after contractor's notice of readiness. This activity will occur simultaneously with site observation visits.

Site Visits & Construction Observation

Site observations will be an opportunity for QSE to observe construction progress and quality. QSE's focus will be on identifying any issues related to operations, maintenance and commissionability, not to duplicate the efforts of the Design Team. Observations requiring a response will be documented and added to the Commissioning Action List.

In addition, QSE will confirm readiness for functional performance testing by reviewing a random sample of completed installation checklists.

Review Hydronic Flush & Fill Reports

The Commissioning Professional will review the contractors test reports from hydronic system testing, flushing, and filling. This will follow the submittal review process.

Verification & Acceptance Phase Activities

Test and Balance Report Review

The Commissioning Professional will review the report(s) submitted by the TAB Contractor, concurrent with the design team. Similar to the design review process, the Design Team will respond in writing to all comments. The Commissioning Professional will verify that all required data has been collected, that the measured results are in compliance with the specification, and that any non-compliance items have been resolved and retested prior to the start of Functional Performance Testing.

Functional Performance Testing

Functional Performance Testing is the technical culmination of the Commissioning process for systems acceptance by the Owner/Developer. QSE will direct, witness, and document the Functional Performance Test for each system to be commissioned. Although QSE directs the tests, the Contractors

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will manipulate the systems and controls as well as provide all necessary tools and instruments in accordance with the test plan requirements.

Deficiency Documentation, Correction & Tracking

QSE maintains a Commissioning Action List (CAL) to track the status of all Commissioning related items. The CAL includes process-related and technical-related issues associated with successful completion of the commissioning process. Refer to Section 6 for a Commissioning Action List template. Contractors will have live access to the latest CAL on smartsheet.

For each deficiency found during testing, QSE will add the item to the Commissioning Action List, which is the vehicle for communicating, tracking, and documenting the status and correction of each deficiency. QSE shares the CAL with the Contractors who inform QSE in writing upon correction of each issue with an explanation of what was done to resolve it.

Functional Performance Retesting

Upon notification of the correction of all Commissioning Action Items found during functional performance testing, QSE will schedule retesting to verify satisfactory resolution of the deficiency.

Training Tracking & Documentation

The Contractor will formally document each training session and the acceptance of the training by the Owner. QSE will collect this documentation for system to be commissioned and include it as part of the Final Commissioning Report.

O&M Documentation Review

QSE will review the O&M documentation for both compliance with the Owner's specified O&M format and the completeness of the documents. Deficiencies will be noted and forwarded to the contractors for correction.

Review As-Built Controls Shop Drawings

The contractors will submit the as-built controls shop drawing for the commissioning professional to review. QSE will provide any comments back to the contractor for additional corrections.

Systems Manual

The compilation of the Systems Manual is a collaborative effort. However, QSE will facilitate the development the manual for the project. QSE will work with the Owner to define what will be included in the manual both to meet the Owner's needs. QSE will also coordinate, track, and review the delivery of information from the Contractors. Finally, QSE will compile the final manual and present it to the Owner.

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QSE will set up the online EEOM tool developed by the Center for Sustainable Building Research. The intent of this tool is for the Owner to periodically enter data which will then be used to identify potential problems with wasted energy within the building systems.

Warranty Phase Activities

Deferred and Seasonal Testing

Functional Performance Tests may need to be deferred until after Substantial Completion for a variety of reasons. HVAC systems may need to have different weather conditions than those at the end of construction. Central systems may need to have a load put on them before testing can be considered. QSE will also review trend data set up during the construction phase to identify and document unexpected results for further investigation by the owner and/or contractor.

Preliminary Commissioning Report

QSE will develop the Preliminary Commissioning Report which will be a compilation of documentation (both technical and process-related) associated with the Commissioning process. It will be prefaced with an Executive Summary documenting the final system status compared to the criteria established in the Owner's Project Requirements document.

10 Month Warranty Meeting

QSE coordinates a meeting with the Owner within 8-10 months of substantial completion. During the meeting, the operation and maintenance staff is asked to provide comments, suggestions, and areas of concern regarding the systems during their first year of operation. The meeting generates a list of warranty items to address and lessons the team learned that can be applied to future projects.

Final Commissioning Report

QSE will amend the Preliminary Commissioning Report at the end of the project and issue the Final Commissioning Report.

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6. Commissioning Documentation

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A. Commissioning Action List Template

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Cx Action List

ACTION ITEM #	STATUS	ENTRY TYPE	RESPONSIBLE TEAM MEMBER(S)	SYSTEM	ITEM DESCRIPTION	STATUS UPDATE	CLOSE DATE
					SMARTSHEET TIPS: 1. To filter out rows, create a custom filter! There is a sheet filter feature in the menu row between the view dropdown and font formatting. We've shared a couple useful filters to get you started. 2. Users may only make entries into the Status Update column. Please enter new updates below previous entries. Use Alt+Enter to insert hard returns within a cell. This works in Excel too!		
					OPEN	1	
					READY TO VERIFY	1	
					DEFERRED	1	
					AS-BUILTS	1	
					CLOSED	1	
1	OPEN						
2	READY TO VERIFY						
3	DEFERRED						
4	AS-BUILTS						
5	CLOSED						
6							
7							
8							
9							
10							

B. Test Plan Sample

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OWNER

PROJECT NAME

Electrical Power and Life Safety

Cx Test Plan

Updated: DATE

SAMPLE

In Preparation for Testing:

- Coordinate access to building and equipment
- Coordinate proper personnel attendance (programmers/technicians/installers)
- Complete installation checklists on Smartsheet
- Submit the following documentation.
  - **Final overcurrent device coordination study**

Tools Required

The contractor will be responsible for providing the following tools for electrical systems testing. Note, tools required to be provided by the contractor for electrical systems testing are indicated on the respective electrical test procedure.

1. Standard tools (flashlight, screwdrivers, etc.)
2. DVM
3. Phase rotation meter
4. Switchboard and circuit breaker test equipment (primary current injection, megger etc.)

Testing Personnel and Schedule

Any/all team members are welcome to witness the functional performance testing process. However, the following team members are required to be present according to the anticipated schedule on the following page.

Contacts

If there are any questions regarding this test plan, please contact:

Daniel Yuhas	Matt Malinosky
Daniel.Yuhas@QSEng.com	Matt.Malinosky@QSEng.com
(612) 594-0095	(612) 817-5663

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Date	Est. Hours	System	Team: Electrical Contractor	Team: Fire Alarm Contractor	Team: Fire Protection Contractor	Team: Vendor/ Testing Agency
Day 1	1.0	Emergency Power System – Generator (Alarms and Shutdowns)	X			X
	2.0	Emergency Power System – Transfer Switches (ATS-1 and ATS-2)	X			X
	1.0	Emergency Power System – Dual Purpose Temporary Generator Docking Station and Load Bank Connection Cabinet	X			X
	4.0	Emergency Power System – Generator (Load Bank)	X			X
Day 2	4.0	Fire Alarm System	X	X		X

X – Representative must be on site to participate in the test.

Each day will include a break for lunch at an appropriate time.

[1] Fire protection contractor is not required to participate in the entire fire alarm test; only the demonstration of tamper and flow switch functions.

SAMPLE

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Electrical Testing Summary

Note: The following is only a summary of the required testing. Reference the functional performance test procedures for complete testing requirements.

- **Emergency Power System - Generator**
  - Inspect equipment (before and during operation)
  - Verify system settings
  - Verify warnings and shutdowns
  - **Perform four (4) hour load bank test.**
  - Block Load Test
  - Battery Tests
  - Verify operation of the generator remote annunciator
  - Verify circuit breaker settings are set in accordance with the coordination study
  - Verify ground fault annunciation
  - Verify interface to BAS
- **Emergency Power System - Transfer Switches (ATS-1 & ATS-2)**
  - Inspect equipment.
  - Verify setting.
  - Verify proper phase rotation.
  - Verify manual operation.
  - Perform manual bypass transfer operation to each source.
  - Perform transfer operation - Open normal supply, verify operation of transfer switch and generator. Restore normal supply and verify utility power to loads is restored.
  - **Verify operation of the ATS remote annunciator.**
  - **Verify interface to BAS**
- **Emergency Power System – Temporary Generator Connection Cabinet**
  - Inspect equipment.
  - Connect cables to verify cam lock connections.
  - Connect temporary generator.
  - Verify phase rotation meter
  - Verify remote/automatic start
- **Fire Alarm System**
  - Inspect control panels, battery, and battery charger installations etc.
  - Verify field wiring (stray voltage, opens, grounds, shorts)
  - Verify operation of initiating devices (manual pull stations, smoke detectors, heat detectors, duct detectors, etc.)
    - Area smoke detectors
    - Duct Detectors
    - Manual Pull Stations
  - Verify the operation of the notification appliances/system including remote annunciator
  - Verify the operation of fire/smoke dampers.
  - Verify interface to sprinkler system including tamper switch, waterflow etc.
  - Verify the interface to mechanical equipment.

SAMPLE

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OWNER

PROJECT NAME
Commissioning Test Plan
Updated: DATE

In Preparation for Testing:

- Coordinate access to building and equipment, including prior notification for occupied spaces
- Coordinate proper personnel attendance (programmers)
- Submit the following documentation associated with systems listed below
    - Test & Balance Report

Team Members Required to be Present During Testing

Any/all team members are welcome to witness the functional performance testing process. However, the following team members are required to be present according to the anticipated schedule on the following page.

Tools Required

The contractor will be responsible for providing the following tools:

1. Standard tools (flashlight, screwdrivers, etc.)
2. 0-5" manometer, squeezebulb, tubing, and fittings (to test pressure switches)
3. Ladders/Lifts
4. Table and chairs (testing station)

Testing Schedule

The testing process will occur according the schedule on the following page.

Contacts

Please call if you have any questions regarding this test plan:

Matt Malinosky
Matt.Malinosky@QSEng.com
(612) 817-5663

SAMPLE

Date	Est. Hours	System	Team			
			Electrical Contractor	HVAC Contractor	Piping Contractor	BAS Programmer
DAY 1	3.0	Heating Hot Water System	O	O	O	X
	1.0	Chilled Water System	O	O	O	X
	2.0	Chilled Water System (Cont'd)	O	O	O	X
	3.0	AHU-1	O	O	O	X
DAY 2	1.0	AHU-1 (Cont'd)	O	O	O	X
	4.0	AHU-2	O	O	O	X
	0.75	VAV Zones	O	O	O	X
	1.25	Perimeter Heating Zones	O	O	O	X
	0.5	Terminal Heating Systems	O	O	O	X
	0.5	Exhaust Fans	O	O		X
	0.25	Glycol Fill System	O	O	O	X
	0.5	Electric Radiant Zones	O	O		X
DAY 3	2.0	Solar Photovoltaic System	X			X
	1.5	Lighting Controls	X	O		O

X – Representative must be on site to participate in the test.

O – Representative must be available by phone.

* – System programmer refers to the BAS contractor for custom controlled and systems and a factory-trained technician for packaged controlled systems. BAS programmer must also be present for all testing that includes integration with packaged systems.

Each day will include a break for lunch at an appropriate time.

SAMPLE

C. Training Summary Template

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ATCC SSTC Training Summary Template

Equipment	Spec Section	Responsible Contractor	Agenda Rec'd	Training Record Rec'd	Notes
Div 11 Equipment					
Div 22 Plumbing					
Div 23 Heating, Ventilating, and Air Conditioning (HVAC)					
Div 26 Electrical					

Alexandria Technical & Community College
Transportation Center
Owner's Project Requirements – Rev. 1, 12/22/2025

Overview

The purpose of the Owner's Project Requirements (OPR) document is to establish a basis from which project design, construction, acceptance, and operational decisions are made. It includes applicable information specific to this facility and aims to help the project team properly plan, design, construct, operate and maintain its systems and assemblies. It is not intended to capture requirements that are dictated by non-owner requirements (code, building standards, certification programs, authorities having jurisdiction, etc.).

The OPR primarily takes the form of an outline that allows users to locate specific information without wading through a great deal of text. Initially, the intent of the OPR is to provide the design team with a written description of the requirements that the owner has established for the project. However, the document will be updated as the project moves forward to accommodate items that are identified during all stages of the project.

Introduction

Alexandria Technical & Community College is constructing a new Transportation Center. The 43,000 sqft facility will co-locate the Professional Truck Driver and Diesel Technician programs and provide high-bay academic instructional programming facilities. The commissioning process will verify that the systems, as designed and constructed, can achieve the criteria documented in this OPR. The scope of commissioning encompasses all HVAC systems (including controls), domestic hot water, renewable energy systems, fire alarm, and lighting controls. The following is a compilation of the expected system criteria for the project.

This OPR was developed by Questions & Solutions Engineering with input from the owner and design team.

Criteria

This OPR document defines the performance parameters for systems to be commissioned. These parameters will serve as the owner's acceptance criteria for the design and construction phases of the project. It may also serve as a tool for communicating system expectations and capabilities to the users.

Indoor Environmental Quality (IEQ) Requirements

Design Outdoor Conditions

The indoor criteria established in this section shall be maintained at the following outdoor conditions:

Summer: 86°F db/70°F mcwb (2024 MN Energy Code)

Winter: -21°F db (MN Energy Code)

Space Condition Requirements

The table below lists the design criteria that apply to each space type.

Space Description	Season	Space Temperature (°F)	Humidity Requirements
Regularly occupied spaces (classrooms, offices, general assembly, etc.)	Summer	72	Maximum 50% RH at 75F
	Winter	68	
Diesel Labs and Dyno Room	Summer	N/A	
	Winter	68	
Public and Administrative Office Areas	Summer	72	Maximum 50% RH at 75F
	Winter	68	
Mechanical/Electrical Rooms	Summer	75 or maximum allowable by equipment	
	Winter	N/A	
Vestibules	Summer	NA	
	Winter	NA	

Ventilation

1. No requirements beyond code.

Pressurization

1. Laboratory spaces shall be negatively pressurized relative to adjacent spaces

Filtration

1. No requirements beyond code.

Equipment and System Expectations

Equipment Access

1. Access to serviceable components must be maintained without:
    a. Maneuvering over objects that were not intended for support.
    b. Dismantling semi-permanent fixtures
2. Provide access panels to serviceable components located in chases or above inaccessible ceilings.
3. Any roof-mounted equipment/serviceable components should be as close to the perimeter of the roof as practical, but should be optimized for building function.
4. Roof access will be provided through the Support Space to the lower roof (via ship ladder) with exterior ship ladder from the lower roof to the upper roof.

Mechanical Requirements

1. Provide permanent identification for all piping, ductwork, HVAC equipment, thermostats, and temperature sensors.
2. Label ceiling grid with printed labels that identify locations of serviceable components.
3. Provide redundancy for the following systems:
    a. Heating water system
    b. Chilled water system
    c. Diesel lab ventilation systems

Building Automation System Requirements

1. The new DDC system for the facility will be integrated with the existing campus building automation system.
2. BAS system shall be installed by vendor approved by the Owner.
3. Sequence of operations for all systems shall reflect final installed programming and submitted formats shall be searchable electronic PDF.
4. Local thermostat adjustment shall be limited to +-2F by the occupants from the BAS setpoint, shall monitor space relative humidity, and shall be programmed to 'zero' the local adjustments at the end of each occupied period. Thermostats in common/public spaces shall have their local adjustments disabled via programming.

Lighting Controls Requirements

1. All exterior lighting shall be controlled automatically by photocell and time-clock switches.
2. All exterior site areas shall be illuminated when the ambient daylight drops below 30 fc and all but security site lighting shall be turned off a half hour after revenue service stops.
3. All lighting shall be turned on half hour prior to revenue service commences when ambient daylight is below 30 fc and automatically turned off when ambient daylight exceeds 30 fc.
4. Provision shall be made for photocell with time clock and manual override control of exterior lighting.

5. Motion/occupancy sensing controls to be used throughout the facility including in storage, office/conference, toilet, locker room and other infrequently occupied spaces.
6. Ancillary areas shall be individually switched (e.g. mechanical/electrical rooms, etc.)

Domestic Water Systems

1. Domestic hot water temperature should reach 100F and be available within 30 sec for every fixture receiving domestic hot water.
2. The domestic hot water temperature at any fixture shall not exceed 120F.

Fire Alarm System Requirements

1. A new combination Emergency Communication System (fire alarm and voice notification) will be provided for the new Transportation Center facility.
2. Label ceiling grid with printed labels that identify locations of serviceable components.

Renewable Energy System Requirements

1. A solar photovoltaic (PV) system shall be provided. The generation capacity of the solar PV system shall be a minimum of 30kW DC.

Building Occupant and O&M Personnel Requirements

Record Drawings

1. The contractor shall submit record drawings (including plans, design details, schematics, and schedules) in electronic from (.pdf and .dwg).

O&M Manuals

1. Provide electronic copy (searchable .pdf) separate from shop drawings for all equipment that requires maintenance.

O&M Training Requirements

1. Specify equipment & systems training for facility staff. Training shall include a training session plus video presentation w/overview handouts.
2. A representative of the manufacturer of each system to be commissioned shall conduct the training. Training by the contractor or equipment vendor shall be allowed only by prior owner approval.

Revision Summary	
Rev 0, 01/13/25	1. Initial draft for review/discussion.
Rev 1, 12/22/25	1. Update occupied space conditions (68F heating, 72F cooling). 2. Update local thermostat adjustment requirements. 3. Update O&M training requirements. 4. Remove references to Student Services renovation (removed from project scope)

ATCC-23
TRANSPORTATION CENTER
BASIS OF DESIGN

ALEXANDRIA TECHNICAL & COMMUNITY COLLEGE

February 2026

LHB

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INTRODUCTION

The intent of the Basis of Design (BoD) document is to outline the parameters for the new Transportation Center located at Alexandria Technical and Community College. It is to complement the Owner's Project Requirements (OPR) document as developed by the Commissioning (Cx) Agent and comply with B3 guideline P.1.C. The following content will document the design details of the building and HVAC systems and how they aim to achieve the parameters described within the OPR.

This BoD was developed by LHB's mechanical and architectural team along with Hallberg Engineering for the electrical components of the building's design.

BASIS OF DESIGN

PROJECT DESCRIPTION

The Transportation Center at Alexandria Technical and Community College is a new 43,000 square foot facility that will serve the college's Truck Driving and Diesel Mechanics programs. The building is located in Alexandria, MN at the southern portion of the ATCC campus and will be located near former footprint of the campus's 800 Building currently used for Truck Driving. Design weather conditions for simulations and calculations are derived from the 2024 Minnesota Energy Code Section 6.1.2 for the city of Alexandria:

Winter Design: -23 °F (dry bulb)

Summer Design: 85 °F (dry bulb), 70 °F (wet bulb)

SPACE FUNCTIONS

The occupancy of the building is expected to vary significantly based on season, with limited occupancy from mid-May through mid-August due to limited summer programming. A handful of faculty members are expected to occupy their respective offices spaces during the summer months with limited operation in the innovation lab, diesel labs, or dyno rooms. Student occupancy and full building programming are expected between mid-August through mid-May with standard holiday and semester breaks having minimal to no occupancy. The following space types are accounted for within the building:

Offices

The building contains four office spaces totaling 1,267 square feet as well as a 200 square foot 'resource' room for printing, storage, and organizational purposes. Two of the office spaces are planned to each contain at least two desks as well as space dedicated for tool storage (and are labelled as such). The remaining two office spaces are shared, enclosed offices spaces at the interior of the building with two intended occupants each. These spaces are the only ones in the building assumed to be occupied year-round. Each room will contain its own temperature control via wall mounted thermostats, with both heating and full cooling operation served by the air-side system with VAV terminal units.

Innovation Labs

Two separate rooms, approximately 1,200 square feet each, serve as the building's 'Innovation Labs'. These labs are located on the main level and will be used for specific demonstrational teachings or special presentations by industry partners. The rooms are expected to be flexible learning environments, with occupancy levels of up to 30 people, which aligns with the 2020 Minnesota Mechanical Code occupancy densities for science laboratories. Technology such as monitors, laptops, and the occasional equipment for demonstrations are expected to be used within the rooms but are not assumed to provide a significant sensible heating gain beyond standard traditional

classroom levels. Each room will contain its own temperature control via wall mounted thermostats, with both heating and full cooling operation served by the air-side system VAV terminal units.

Truck Driving

This 7,650 square foot space will accommodate semi-truck cabs used by the Truck Driving program. The space will contain limited occupancy as the space is mainly used to protect vehicles from the weather, teach some basic maintenance functions, and accommodate limited instruction. A separate 810 square foot 'Flex Bay' will be also used for class programming. It will connect to the Truck Driving space via a large operable garage door.

A pair of high-volume low speed bladed fans will be located from the structural joists in the Truck Driving space in order to destratify the air profile and provide convective cooling as needed. During warm summer periods, the space is expected to open its garage doors to provide additional convective cooling and air exchanges. The air handling unit will contain an interlink to shut down their operation if a garage door is opened as determined by a sensor.

Diesel Maintenance Labs

The majority of the building is comprised of two separate diesel mechanic shops used for instructional purposes. The 1st-Year Diesel Lab is designed to be 10,427 square feet on the western side of the building while the 2nd-Year Diesel Lab is designed at 10,263 square feet. Both areas will have a floor-to-deck height of approximately 25 feet and contain large open spaces for instruction on vehicle maintenance. Various tools, mechanical equipment, and storage will be located on the northern walls of both spaces which will require dedicated power. The spaces will not contain any dedicated mechanical cooling systems as the spaces have limited occupancy, especially during the summer months. A pair of high-volume low speed bladed fans will be located from the structural joists in each diesel shop in order to destratify the air profile and provide convective cooling as needed. During warm summer periods, the shops are expected to open their garage doors to provide additional convective cooling and air exchanges. The air handling units will contain an interlink to shut down their operation if a garage door is opened as determined by a sensor.

A separate dynamometer testing room and separate control room are located to the east of the 2nd-Year Diesel Lab. The dyno room will be used for engine testing while the control room houses the various equipment used to power and monitor the specialized controls and sensors. The occupancy of these rooms will be highly variable based upon the programming but are expected to be mainly unoccupied. The dynamometer control room will be fully heated and cooled with additional hydronic finned tube radiation for backup heat. The dyno room will contain only mechanical heating with no dedicated cooling, but large volume air movement will be supplied to offset the heat produced when testing up to a 750 HP engine.

Corridors

The building contains approximately 1,700 square feet of circulation space along the north side of the building to connect the various spaces together. It will contain two separate terminal VAV boxes with reheat coils to provide custom temperature control. The spaces will be fully heated and cooled via the airside systems. The main section of corridor along the building's exterior will also contain hydronic finned tube radiation with low-temperature surfaces to combat heat loss from the envelope, fenestrations, and adjacent vestibules.

Mechanical/Electrical

The building contains two separate 1,800 square foot mechanical mezzanines, one on the western portion of the building above the restrooms and tool storage, and the other at the center of the building above the central Innovation Lab and offices. These spaces will contain the air handling units, plumbing equipment, hydronic circulation pumps, and various electrical distribution panels. The mechanical mezzanines are not designed to contain any storage areas, either for facilities or the academic programs. Double-bay doors that connect into the

Truck Driving and 1st-Year Diesel Maintenance spaces (respectively) will be installed to accommodate future equipment replacement, such as the water softener, air compressor, air handlers, or pumps. A safety chain and lockable hardware will prevent the doors from being routinely opened by faculty to discourage program-related storage.

Ductwork within the mezzanines is designed to be as high as possible without extraneous pressure loss to allow for better maintenance and occupant mobility per the Owner's Design Standards. However, the mezzanines are not expected to contain any dedicated occupancy. Additionally, the mechanical mezzanines do not contain dedicated cooling, ventilation, or purge exhaust systems.

A dedicated electrical room located on the first floor will contain the building's switchgear, high voltage breaker panels, and other electrical infrastructure equipment. The electrical equipment is expected to provide some heat gain to the space. However, the room is not currently equipped with any dedicated airflow or cooling system as the total load is expected to be negligible as no transformers will be present. An electric baseboard heater sized at the room's expected envelope heat loss is planned to be installed in order to maintain a reasonable space temperature as determined by the campus staff.

A dedicated room for the fire protection water riser will contain a hydronic finned-tube radiator to keep the space at a reasonable temperature and to prevent freezing.

ENVELOPE SYSTEMS

The Owner's project requirements for the building enclosure are that durable, energy-efficient materials and design strategies are used whenever possible. To reinforce this, the project must adhere to the Minnesota B3 guidelines as a project requirement. Applicable energy code that is being used for the project is the Minnesota Commercial Energy Code, ASHRAE Standard 90.1-2019.

The new Transportation Center at Alexandria Technical and Community College has two primary building enclosure systems. The north wall and portions of the west and east walls systems consist of an architectural precast backup up panels with brick veneer cavity wall construction The remaining west, east and south walls will be constructed from a precast sandwich panel system. The roof structure is split between precast hollow core plank over the wash bay and metal joists with metal deck over the remaining portion of the building. The entire building will have a 90 mil fully-adhered EPDM roof system with an R-Value of 35. All foundation walls are cast-in-place concrete with integral insulation.

All glazed openings are high performance double-glazed curtainwalls. The double-glazed curtainwall system has an overall U-value of 0.42 and a SHGC value of 0.24.

At the insulated precast wall assemblies, the extruded polystyrene insulation is serving as a combined weather, thermal, air, and vapor barrier. These walls carry a minimum R-Value of 20. At the precast backup walls with brick veneer cavity wall a vapor impermeable fluid applied weather barrier is serving as the weather, air and vapor barrier for the wall system. The continuous polyisocyanurate insulation is serving as the thermal barrier, with this wall assembly carrying an R-Value of 24.

All glazing will be provided with a ceramic frit pattern to reduce bird strikes and with the low U-values it positively contributes to the passive thermal comfort of the occupied spaces. Daylighting is provided throughout the building with window shades to allow for occupants to control daylighting levels.

INTERIOR SYSTEMS

Circulation and Wayfinding Strategy

The Transportation Center has simple, easy to navigate circulation. The building has a single corridor that runs along the north end of the building with building entrances located at the east and west ends. All Labs, Innovations Labs, and restroom facilities are located along the south side of this corridor. Staff offices are accessed from lab areas, and all labs are connected to adjacent labs with both passage doors and overhead doors for easy movement of large equipment between lab spaces. Room identification signs are mounted to sidelight glass at each entry door.

Finish Materials

Materials and finishes for interior spaces shall be selected for durability, sustainability, maintainability, and overall quality. Materials and colors proposed meet the functional needs of the shop environments and support spaces while providing bright learning and work environments. The public spaces reflect campus colors and materials found in other buildings. The primary materials are as follows.

Public Spaces: Primary circulation, toilet rooms and locker rooms will have polished concrete floors. Accent paint colors are used in the main corridor for visual interest and to add energy to the space. Red accents include glazed wall tile behind drinking fountains at each end of the corridor and bands of red paint at the edge of ceiling soffits. A dark gray band runs the length of the corridor linking everything together in the long space. Display cases for the academic programs housed in the building serve as anchors at each end of the primary corridor, creating a place to pause and gather, hopefully sparking curiosity and pride in the transportation programs. The natural light from multiple windows will create an inviting atmosphere for students and visitors as they move through the space.

Toilet Rooms: Toilet rooms will have tile wainscot walls for durability and ability to keep clean and sanitized, using a metal cove trim as transition between the concrete floors and wall tile. The red accent tile is used again as a feature, bringing the splash of color into the toilet rooms at the top of the main wall above the fixtures.

Wall Paint: Interior gypsum board, concrete masonry units (CMU) and precast concrete walls are to be painted, except for primary transportation labs. Eggshell paint sheen will be used on gypsum board throughout except for higher-humidity areas. CMU and high humidity areas will have a semi-gloss finish, as well as all painted metal surfaces. A semi-gloss epoxy paint will be used in the wash bay. Accent paint colors will be used on hollow metal doors and frames and a few key walls throughout the facility.

Ceilings: Public corridors, toilet rooms, office spaces, work rooms and innovation labs have acoustic ceiling tiles (ACT) with a 15/16” steel grid system. Tiles are to be campus standard cast mineral fiber, a unique ceiling tile with higher impact resistance than typical wet formed mineral fiber. Technical performance of the panels will be a minimum 0.70 NRC and minimum 84% light reflectivity. All exposed ceiling areas (high bay and precast plank) will be painted for a higher light reflectance to help improve energy performance of the lighting systems and provide quality lighting.

Casework: Cabinets throughout the facility will be plastic laminate clad with a flush overlay style. Countertops will be solid surface where sinks are located and plastic laminate in work areas. Specialty counters include a chemical resistant plastic laminate countertop in Dyno Control and stainless steel folding counters in Flex Bay of the Truck Driving Lab. All counters will be ADA height of 34”. Solid surface material will also be used for windowsills, where occurs.

Wall Protection: At painted walls where water occurs additional wall protection will be provided. Stainless steel wall panels cover furred out walls behind handwash sinks and eyewash stations in transportation labs. Fiberglass

reinforced panels (FRP) are used behind maintenance floor sinks. Stainless steel corner guards will protect gypsum board corners in public areas.

Window Treatment: Window roller shades will be provided for all full-height exterior windows in occupied spaces to minimize glare. North clerestory windows in labs and the windows in the primary corridor and vestibules will not have shades. In general, exterior windows are very tall and motorized window shades will be split into two sections, upper and lower, where needed for performance. Shade fabric shall be a mesh to allow some visibility through the shade when lowered to keep a visual connection to the outdoors. Fabrics with 3% openness are primarily provided on the west, south and east exterior walls. North windows where the sunlight will be less intense will have 5% openness.

Mechanical Spaces: At elevated mechanical rooms, a waterproof concrete sealer system will be used to ensure that water does not leak down into spaces below if there were a pipe leak. All walls and ceilings are to be painted.

Alternates: One interiors alternate is to paint the precast walls in the transportation labs. A second alternate is to replace sealed concrete floors in the innovation labs with fluid-applied decorative epoxy flake coating system. The bidding environment will determine if either of these alternates are accepted and integrated into the project.

Sustainability: Interior materials will be selected for their sustainable properties as well as durability and aesthetic appeal. Sustainable attributes include:

- Indoor Air Quality: Third-party low-emitting materials certifications such as Floorscore, Green Label Plus, Greenguard Gold, Indoor Advantage Gold and ClearChem.
- Material Ingredients in Products: Declare and Cradle to Cradle certificates and/or a published Health Product Declaration (HPD) report.
- Environmentally Preferred Materials: Properties such as recycled and bio-based material content, where the materials that make up a product are harvested or extracted, and ability to be recycled when removed from the facility. Products with positive Environmental Product Declaration (EPD)s or certified life cycle assessments (LCA).

Occupant Health and Equitable Access

The building's primary users are students and faculty of the College. All student and faculty spaces are located in a single level that does not require the use of ramps or stairs to access. Building entrances are located at both the east and west ends of the building to allow easy access for users who approach the building from either end of campus. There are additional convenience doors located at the south end of the building for access from the truck driving rodeo or parking area.

The building provides both gendered group restrooms and single user restrooms to accommodate all users. The building also has a lactation room to accommodate parents.

Interior Equipment

The construction contract includes limited interior equipment. Other items identified on the drawings are provided by the College. These items will include new or reuse of existing lab and office equipment, such as instructional tools and copy machines. For any new equipment purchased, preference will be given to manufacturers and equipment with good environmental ratings.

ELECTRICAL & LIGHTING SYSTEMS

Electrical Service

The new building 480Y/277V secondary service will be derived from a new utility-owned transformer provided by ALP Utilities. This transformer will feed a connection/CT/metering cabinet which in turn will feed the new building and backfeed the existing campus 700 North building as shown on the one-line diagram.

The service entrance feeder serving existing campus building 700 will backfeed the existing main switchboard with no further interior work in said facility. An exterior 800A, main switchboard and 480v to 120/208 volt exterior transformer will be provided to backfeed the 700 North building.

The service entrance feeder serving the new facility will terminate on a new, 480V switchboard which in turn feeds additional distribution throughout the building. See the one-line diagram for coordination.

Life Safety Emergency System

A UL-924 compliant central battery inverter system will be provided for all exit and emergency egress lighting in the new facility. UL-924 shunt relays will be provided for the override of local area controls in the event of a power loss.

Required MN Energy Code Power Metering

The metering requirements in Minnesota Commercial Energy Code mandate that building loads be metered separately by branches. The preliminary intent to save on duplicating infrastructure is to meter all switchboard feeders including the incoming main device and then provide branch circuit level monitoring on all other building panels. See the one-line diagram for additional information.

Photovoltaic (PV) System

A ground mounted solar array is currently planned for installation on the site. As currently planned, the available site space is approximately 1,900 SF and would allow for the installation of a ground mounted array of approximately 27kWDC. A single string and inverter will be provided for this system at this stage of the design.

Building Distribution

A 1200A, 480Y/277V, 3-phase, 4-wire switchboard will be provided to match campus standards; refer to the specifications. The switchboard will be located in the Main Electrical Room at the northwest end of the building. Mechanical loads and lighting will be fed from the 480/277V system and general building loads, maintenance and shop equipment, etc. will be fed from the 208/120V system derived from local transformers. See the one-line diagram for coordination.

All branch circuit panelboards shall have a minimum of 42 poles and have 25% spare circuit breakers.

Dedicated receptacles will be provided for any loads requiring dedicated circuits (welders, shop equipment, future or current EV chargers, etc.). Refer to drawings for specific device information.

Grounding

An NEC article 250 compliant grounding system will be installed for the facility. This will include a new grounding electrode system, equipment grounding conductors, and telecommunications grounding infrastructure.

LIGHTING DESIGN

General

All lighting and controls will be new, in keeping with the design criteria listed below.

Interior Lighting

All new light fixtures shall be dimmable LED type designed to provide illumination levels per IES Standards. Lighting power densities will conform with the Minnesota State Commercial Energy Code (and the associated references to ASHRAE 90.1 – 2019).

Proposed Lighting Levels:

- Private Office Areas: 50 FC level horizontal at 2'6" A.F.F. and 40 FC level vertical average; 2:1 Uniformity ratio. Recommend occupancy/vacancy sensor and 0-10VDC dimming controls in each space. Circulation: 20 FC level horizontal at floor level and 3 FC level vertical average; 2:1 Uniformity ratio.
- Storage / Parts Rooms: 50 FC level horizontal at floor level and 40 FC level vertical average; 2:1 Uniformity ratio. Recommend occupancy sensor controls.
- Mechanical / Electrical / Telecommunications: 30 FC level horizontal at floor level average; 2:1 Uniformity ratio.
- Labs: 70 FC level horizontal at floor level and 75FC level vertical average; 3:1 Uniformity ratio. Consideration of task lighting is paramount as well as individual control as appropriate. Recommend time of day controls as appropriate but no occupancy-based controls for safety.

Lighting in classrooms, corridors, toilet rooms, and office areas with an ACT ceiling shall be 2' x 2' or 2' x 4' flat panel LED fixtures. Labs/Shop areas that have an open structure shall utilize industrial high bay LED fixtures. Back of house spaces (mechanical, electrical, mezzanine, etc.) shall utilize industrial linear LED fixtures.

Interior lighting will be operated at 277V. Exit signs and lighting in the paths of egress will be connected to new central inverter.

Exterior Lighting

Lighting will consist of fixtures utilizing LEDs as the source. All fixtures will be selected with 0-10VDC dimming drivers and spacings/mounting heights/fixture types will be selected to meet IESNA and client standards. Lighting power densities will conform with the MN State Commercial Energy Code (and the associated references to ASHRAE 90.1 – 2019).

LED full cut-off pole luminaires will be located near the main building entrance at the east parking area as shown on the drawings.

LED full cut-off building mounted fixtures will be located at building egress doors to provide a minimum of 5fc. Exterior lighting will be operated at 277V. Refer to the Appendix for lighting cut sheets.

Lighting Controls

Individual interior spaces, except as noted below, will be controlled via dual technology occupancy sensors with low voltage override switches or dimmers as shown on the drawings. This is as part of a new digital lighting control system. Continuous dimming daylight sensors for control of natural lighting where required by energy code will be specified. The controls system will be tied into the building management system. Auxiliary relays will be provided for HVAC and plug load control via occupancy sensors.

The exceptions are as follows:

- Diesel and Truck Driving labs will utilize time of day controls with overrides for safety purposes (i.e. no occupancy sensors to ensure safety of students working on equipment). These labs will include manual override switches for on/off controls at all times.
- Mechanical and Electrical spaces will utilize switches only for safety purposes.

- Exterior lighting will be controlled via the new digital lighting control system and an associated central photocell so that all lighting is controlled simultaneously. Egress lighting will be connected to the life safety central inverter system.

Fire Alarm System

A new combination Emergency Communication System (fire alarm and voice notification) will be provided for the new TC facility. A complete notification and initiating device layout will be provided. This system will be standalone from the remaining campus "Silent Knight" system. A complete notification and initiating device layout will be provided.

Match exiting pull station type with opaque cover and "cover ajar" buzzer.

Additional Division 27 and Division 28 Related Scope

Electrical contractor to provide boxes and pathways for telecommunications and electronic safety and security systems in the new building.

ELECTRICAL CALCULATIONS

SERVICE SIZING TABULATION	
LOAD DESCRIPTION	**kVA**
LIGHTING	41.0
BUILDING LOADS/EQUIPMENT	490.0
MECHANICAL	252.0
GENERAL RECEPTACLES/MISC	26.0
TOTAL CONNECTED LOAD (KVA)	809
TOTAL CONNECTED LOAD (AMPS)	973.08
GROWTH FACTOR (25%)	243.27
SERVICE SIZE	1200A

Note: Fault Current Calculations will need to be completed after receipt of existing utility billing demand for the existing 700 Building as the transformer sizing by ALP Utilities will include both the new Transportation Center and the existing 700 Building. At this time, we are assuming 65kAIC for the service with a maximum service transformer size of 1,500kVA (TBD).

HVAC SYSTEMS

Heating & Cooling Systems

The Transportation Center's heat will be served by the nearby 700 Building's (Law Enforcement Center) existing boiler system. 4" insulated hydronic pipes (such as Thermacor Ferrocore) will be buried underground between the two buildings and connect to a 2,000 MBH heat exchanger designed for low-pressure loss. Supply water temperature to the Transportation Center is designed to be up to 135 °F but will vary based upon the boilers which operate on a custom temperature reset schedule.

The heat exchanger will be located in the storage garage outside of one of the 700 building's boiler rooms and will replace an existing heat exchanger and steam equipment connected to the adjacent building with steam system produced via waste incineration. This existing steam system and equipment is never used and is desired to be demolished by the campus facilities team. Tying into the 700 Building's boiler system was preferred by the Owner's facilities manager over a new boiler plant for multiple reasons. First, the existing boilers have sufficient spare heating capacity to accommodate the heating load of the new Transportation Center. Reusing the 700 Building's boilers will reduce maintenance items (and cost) for the campus' boiler operators while also reducing the gas costs as the existing boilers are considered an interruptible service.

A pair of VFD-controlled centrifugal hydronic pumps will circulate the building heating water via a variable-primary system. The pumps will be sized equivalently to provide the full system flowrate and pump head in a rotating lead-lag fashion to provide redundancy if one fails or requires servicing. The hydronic system would contain upwards of 30% propylene glycol in order to prevent freezing at the air handler coils during extreme cold weather events.

A 15-ton air-source heat pump using A2L refrigerant will be located on-grade in a screened area to the west of the Transportation Center. The sizing of the unit contains a 10% oversizing factor for the total cooling load which will provide sufficient cooling for summer days that reach temperatures beyond the Minnesota Energy code standards. In addition, the oversizing will help provide additional heat in heating operation. Selection of the heat pump unit will take into consideration the heating efficiencies in shoulder-season weather as well as the minimum operating temperature. The unit will connect to a coil located within AHU-1, which will also contain a fully-sized hydronic heating coil for when the heat pump cannot operate based on sub-zero outside air temperature.

AHU-1: Offices, Innovations Labs, & Corridors

This 6,481 square foot zone encompasses the office and tool storage spaces, both innovation labs, the corridors spaces, the restrooms, the resource room, and the dynamometer control room. The spaces are heated to a setpoint of 69/60 °F (adjustable) based on occupancy. Similarly, they are cooled to a setpoint of 75/80 °F (adjustable) based on occupancy.

The zones are served by a variable-air-volume air handling unit with hydronic terminal reheat VAV boxes. The air handler is equipped with VFD-controlled supply and return fans, refrigerant cooling and pre-heating coil (heat pump), a fully-sized hydronic heating coil, pre-filter (MERV 8), final filter (MERV 13), and return air filter (MERV 8). The unit will be constructed as 24-gauge galvanized steel with R-13 injected foam to align with the Owner's design standards. Cooling is expected to be provided to provide a DAT down to 55 °F for dehumidification. The unit's reheat VAV boxes will allow the other spaces to reheat during cooling mode based upon their local set points.

Zone airflow was determined via a balance of outdoor air fraction and flowrates demanded by cooling. The unit is designed to provide a supply air flowrate of 6,000 CFM with an outdoor air flowrate of approximately 1,600 CFM to achieve an OA fraction of 0.25. Modulating dampers will allow for control over the ventilation flowrates during occupied hours based upon demand-controlled ventilation of the Innovation Labs via CO_2 sensors located in the

respective labs. The air handling unit is sized for full economizing based upon an adjustable dry bulb temperature setpoint.

A separate fan-powered air-to-air energy recovery unit is to be included. This unit will provide the exhaust for the required spaces such as the restrooms and janitor's closet. This unit is to utilize ECM fans with airstream filters to provide constant exhaust and energy recovery during occupied hours. The supply flow of the unit will connect to the ventilation air stream before entering the AHU to provide consistent tempered ventilation air during occupied hours.

AHU-2: Truck Driving Laboratory

The Truck Driving and Flex Bay space will be served by a dedicated variable-speed air handling unit which connects to centralized supply duct and exhaust ducts located high up within the space. The space is provided as heating only with calculations for a heating setpoint of 69/60 °F (adjustable) depending on occupancy. Cooling is not provided within this space based on input from ATCC facilities staff and the design team during the Schematic Design Phase.

The air handler is equipped with VFD-controlled supply and return fans, a fixed-plate latent core air-to-air heat exchanger, hydronic heating coil, pre-filter (MERV 8), final filter (MERV 13), and return air filter (MERV 8). A fixed plate enthalpic core was selected to reduce maintenance while providing effective energy and humidity recovery. The unit will be constructed as 24-gauge galvanized steel with R-13 injected foam. Air handlers flow rates are dictated by the required general exhaust for the space, which was determined to be 0.75 CFM/ft^2 for a repair garage as dictated by Table 403.3.1.1 of the 2020 MN Mechanical Code. This results in a total exhaust volume of approximately 6,400 CFM provided by the air handler's return fan. Exhaust rates will be controlled based upon CO and NO_2 contaminant sensors located in multiple locations along the space's perimeter. The supply airflow will be controlled to provide approximately 95% of the exhaust rate as fresh air (6,000 CFM) to keep a slight negative pressure in order to maintain separation of the zone's airflow from adjacent spaces. It is expected for the contaminated exhaust to be passed through the static-plate energy recovery core (passing first through a MERV 8 filter) in order to reduce the energy demanded by the AHU's make up air. Assuming full exhaust and make-up airflow on design heating day provides the size of the AHU heating coil at: (6,000 CFM)*(1.085)*(35° ΔT) = 224 MBH to provide the space with 70 °F air.

Ventilation air provided during occupied periods without exhaust shall be provided by a modulating outdoor air damper controlled by a CO_2 sensor located within the main return duct. The unit is capable of full economizing based upon an adjustable enthalpy setpoint to prevent a flux of high-moisture air which could affect air quality and spatial conditions. Static pressure of the supply air fan was calculated to be 0.75" and 0.5" for the exhaust fan, Additionally, the air handler is to have an interlock in order to shut off if any of the space's garage doors are opened greater than 10% (adjustable).

Four (4) hydronic unit heaters located along the perimeter and by the garage doors will help keep the space warm during unoccupied periods while also tempering infiltration air or outdoor air coming into the space from the open garage doors. These will be controlled by local thermostats set to 60 °F (adjustable).

Two large destratification fans located central to the main room are expected to provide both convective cooling during warm periods as well as sufficient mixing to ensure effective ventilation and heat to the occupied zone. These units will contain wall mounted controllers as well as a default control system to activate when the space's temperature becomes too stratified.

AHU-3: 1st Year Diesel Laboratory

This 10,427 square foot space is to serve as a workshop classroom for diesel mechanic students. It is served by a dedicated variable-speed air handling unit which connects to centralized supply duct and return ducts located high

up within the space. The space is provided as heating only with calculations for a heating setpoint of 69/60 °F (adjustable) depending on occupancy. Cooling is not provided within this space based on input from ATCC facilities staff and the design team during the Schematic Design Phase.

The air handler is equipped with VFD-controlled supply and return fans, a fixed-plate latent core air-to-air heat exchanger, hydronic heating coil, pre-filter (MERV 8), final filter (MERV 13), and exhaust air filter (MERV 8). A fixed plate enthalpic core was selected to reduce maintenance while providing effective energy and humidity recovery. The unit will be constructed as 24-gauge galvanized steel with R-13 injected foam. Air handlers flow rates are dictated by the required exhaust for the space, which was determined to be 0.75 CFM/ft^2 for a repair garage as dictated by Table 403.3.1.1 of the 2020 MN Mechanical Code. This results in a total exhaust volume of approximately 7,900 CFM extracted by the air handler's exhaust fan. Exhaust rates will be controlled based upon CO and NO_2 contaminant sensors located in multiple along the space's perimeter. The supply airflow will be controlled to provide approximately 95% of the exhaust rate as fresh air (7,500 CFM) to keep a slight negative pressure in order to maintain separation of the zone's airflow from adjacent spaces. It is expected for the contaminated exhaust to be passed through the static-plate energy recovery core (passing first through a MERV 8 filter) in order to reduce the energy demanded by the AHU's make up air. Assuming full exhaust and make-up airflow on design heating day provides the size of the AHU heating coil at: (7,900 CFM)*(1.085)*(35° ΔT) = 275 MBH to provide the space with just around 70 °F air.

Ventilation air provided during occupied periods without exhaust shall be provided by a modulating outdoor air damper controlled by a CO_2 sensor located within the main return duct. The unit is capable of full economizing based upon an adjustable enthalpy setpoint to prevent a flux of high-moisture air which could affect air quality and spatial conditions. Static pressure of the supply air fan was calculated to be 0.75" and 0.75" for the return fan, Additionally, the air handler is to have an interlock in order to shut off if any of the space's garage doors are opened greater than 10%.

Two large destratification fans are to provide both convective cooling during warm periods as well as sufficient mixing to ensure effective ventilation and heat to the occupied zone. These units will contain wall mounted controllers as well as a default control system to activate when the space's temperature becomes too stratified. Three (3) hydronic unit heaters located along the perimeter and by the garage doors will help keep the space warm during unoccupied periods while also tempering infiltration air or outdoor air coming into the space from the open garage doors. These will be controlled by local thermostats set to 60 °F (adjustable).

AHU-4: 2nd Year Diesel Laboratory & Wash Bay

This 10,263 square foot space is to serve as a workshop classroom for diesel mechanic students. It is served by a dedicated variable-speed air handling unit which connects to centralized supply duct and exhaust ducts located high up within the space. The space is provided as heating only with calculations for a heating setpoint of 69/60 °F (adjustable) depending on occupancy. Cooling is not provided within this space based on input from ATCC facilities staff and the design team during the Schematic Design Phase.

The air handler is equipped with VFD-controlled supply and return fans, a fixed-plate latent core air-to-air heat exchanger, hydronic heating coil, pre-filter (MERV 8), final filter (MERV 13), and exhaust air filter (MERV 8). A fixed plate enthalpic core was selected to reduce maintenance while providing effective energy and humidity recovery. The unit will be constructed as 24-gauge galvanized steel with R-13 injected foam. Air handlers flow rates are dictated by the required exhaust for the space, which was determined to be 0.75 CFM/ft^2 for a repair garage as dictated by Table 403.3.1.1 of the 2020 MN Mechanical Code. This results in a total exhaust volume of approximately 7,900 CFM provided by the air handler's return fan. Exhaust rates will be controlled based upon CO and NO_2 contaminant sensors located in multiple along the space's perimeter. The supply airflow will be controlled to provide approximately 95% of the exhaust rate as fresh air (7,500 CFM) to keep a slight negative pressure in order to maintain separation of the zone's airflow from adjacent spaces. It is expected for the

contaminated exhaust to be passed through the static-plate energy recovery core (passing first through a MERV 8 filter) in order to reduce the energy demanded by the AHU's make up air. Assuming full exhaust and make-up airflow on design heating day provides the size of the AHU heating coil at: (8,700 CFM)*(1.085)*(35° ΔT) = 327 MBH to provide the lab and wash bay concurrently with 70 °F air.

Ventilation air provided during occupied periods without exhaust shall be provided by a modulating outdoor air damper controlled by a CO2 sensor located within the main return duct. The unit is capable of full economizing based upon an adjustable enthalpy setpoint to prevent a flux of high-moisture air which could affect air quality and spatial conditions. Static pressure of the supply air fan was calculated to be 0.75" and 0.75" for the return fan. Additionally, the air handler is to have an interlock in order to shut off if any of the space's garage doors are opened greater than 10%.

Two large destratification will provide both convective cooling during warm periods as well as sufficient mixing to ensure effective ventilation and heat to the occupied zone. These units will contain wall mounted controllers as well as a default control system to activate when the space's temperature becomes too stratified. Three (3) hydronic unit heaters located along the perimeter and by the garage doors will help keep the space warm during unoccupied periods while also tempering infiltration air or outdoor air coming into the space from the open garage doors. These will be controlled by local thermostats set to 60 °F (adjustable).

Wash Bay

The wash bay will also be served by AHU-4 with a dedicated terminal unit to provide controllable airflow to the space. A 1,000 CFM roof mounted exhaust fan with floor-level exhaust pickup will be used based upon contaminant sensors located within the space. This flow rate was determined to be 0.75 CFM/ft^2 for a repair garage as dictated by Table 403.3.1.1 of the 2020 MN Mechanical Code. The supply airflow will be controlled to provide approximately 95% of the exhaust rate as fresh air (950 CFM) to keep a slight negative pressure in order to maintain separation of the zone's airflow from adjacent spaces.

A hydronic unit heater located by the garage door will keep the space warm during unoccupied periods while also tempering infiltration air or outdoor air coming into the space from the open garage door. The existing hot water pressure washer (440 MBH) will be served by a softened water line and natural gas connection supplied at 0.5 PSI.

Fuel Storage

The fuel storage room is designed to contain various chemicals and fluids, such as diesel fuel, used oil, engine coolant, etc. Based upon the stored volumes and flammability's of the chemicals, it was determined not to be a high-hazard group space. However, it was determined to require constant exhaust airflow to remove the potential for any dangerous or intoxicating vapor build-up. A ceiling-hung inline exhaust fan designed at 1 CFM/ft^2 is included to discharge the air outside a sidewall louver.

Dynamometer System

The dynamometer space includes a dedicated outdoor air louver, roof-mounted exhaust fan, engine exhaust vent stack, and hydronic unit heater. The exhaust fan and outdoor air damper are to be interlinked with the operation of the dynamometer unit located in the space to provide guaranteed exhaust and ventilation air for both the occupants and equipment. A hydronic unit heater is located within the exterior corner in order to provide the space with heat as there is no dedicated ventilation system to centrally heat the space.

Data Room Cooling

The sensible load of the data room was determined to be between 9,000 and 12,000 BTU/hr based upon the quantity and type of equipment as determined by the technology consultant (PMY Group). A 24,000 BTU/hr split

system is provided in order to accommodate for a safety factor and additional equipment potentially needed in the future. The split system condenser is proposed to be a floor-mounted unit below the roof access stairs within the central mechanical mezzanine. The heat output from this unit is expected to help mitigate any demand for hydronic backup heat provided by a unit heater located near the perimeter. The mezzanine is not expected to be consistently occupied so there is no concern for the space overheating during the summertime.

Non-Ventilated Auxiliary Spaces

Vestibules are provided with hydronic unit heaters with a capacity of 17,800 BTU/hr which is expected to sufficiently cover the space's heating during winter design months. Energy model calculations, included within the Appendix, show the total heating loss of these spaces to be approximately 8,000 BTU/hr which includes an artificially high infiltration rate used to simulate the doors opening. The fire riser and electrical rooms are expected to be unoccupied spaces with a lower acceptable heating setpoint, approximately 60 °F. These rooms do not contain any dedicated airflow systems. Hydronic finned tube radiation and electric baseboard are to be installed within the Fire Riser and Electrical room, respectively, in order to help pick up any heat losses from the exterior wall.

The fuel storage room is to be provided with a hydronic unit heater located near the garage door in order to provide the space with consistent heat. Sizing of the unit heater was based upon the room's envelope and infiltration losses as determined by the energy modeling software.

Vehicle Exhaust Systems

Vehicle exhaust systems located in the Diesel Laboratories are included based upon programming within the spaces. Instructional staff requested that ten (10) units are to be located within the 1st Year Lab and eight (8) units are to be located in the 2nd Year Lab, located on both sides between the garage door lanes. Units are proposed to include unitary fans for each exhaust unit in order to provide optimal control and full airflow. Fans are sized at 1,200 CFM based upon guidance from the manufacturer for an idle, full-sized diesel engine. Fans were selected to provide this flowrate at static pressure of 4" to accommodate narrow exhaust ducts and the gravity relief hoods. Each fan will be connected to a joist-mounted hose reel with 8" of hose rated for high temperature operation. Single stack exhaust systems were assumed for each unit; however, dual-stack hoses and units can be included at the request of the ATCC facilities staff during the review process. Hose reels are to have motorized control in order to provide ease of use. Exhaust to be relieved via centralized ductwork connected to roof-mounted relief hoods located on a raised curb. Dampers will be used in each exhaust duct to prevent crossflow of exhaust streams between extraction ducts and fans.

To compensate for the flowrates of the vehicle exhaust systems, a make-up air system is designed using centralized gravity intake hoods with interlocked motorized dampers. During the operation of a vehicle exhaust fan, a corresponding fresh air damper is to open to allow for balanced pressure and flowrates associated with the space's central air handler. The make-up air system is intended to be heavily insulated and include a drain pan and hose to mitigate concerns of condensation during periods of colder weather. Systems intended to condition the incoming air or reclaim heat from the exhaust streams were considered but ultimately removed due to concerns over the use diversity of the vehicle exhaust systems and the expectation for heavy contamination of energy recovery coils within the exhaust duct.

Snowmelt Systems

Two separate snowmelt systems are designed for the eastern and western entryways at the building's northern perimeter. These systems will utilize buried hydronic PEX-A pipes with 50% propylene glycol to prevent freezing. The hydronic loops will tie into plate-and-frame heat exchangers taken off of the building's heating water system. Pipe manifolds will be located in the fire-riser room and the north-western corner of the 2nd-Year Diesel lab space.

Dedicated circulations pumps will be used and the control system will tie into the campus control network using the same control schematics as existing snowmelt systems across the campus.

PLUMBING & SERVICE HOT WATER SYSTEMS

Domestic hot water will be supplied off the fire protection riser using a double-check backflow preventer. Cold water will be supplied via two separate piping systems: one unsoftened pipe main connected to the building's hose bibbs and wall hydrants while the other pipe system is to be softened and used to serve all other plumbing fixtures as well as the wash-bay hose bibb.

Service hot water will be provided by a plate and frame hydronic heat exchanger tapping off of the building level heating water supply. A master mixing valve will be used to provide hot water at 120 °F. The cold water entering the hot water service will be provided from the softened water system.

Five separate emergency eyewash stations will be served by softened and tempered water that is provided by a central ASSE 1017 mixing valve located in the western mechanical mezzanine.

Floor drain locations serve emergency eyewash fixtures, restrooms, and mechanical/plumbing equipment as outlined within the Minnesota State Facilities Design Standards. Large, centralized pre-cast trench drains with extra-heavy duty heel-proof cast iron grates will be located throughout the truck driving, diesel lab, wash bay, and fuel storage spaces. These will connect into a 2500-gallon, below-grade oil waste separator located on the eastern side of the 1st Year Diesel Shop to separate any contamination entering the drain systems. The unit will contain multiple cast-iron riser covers used for access to the trap when it requires pumping. A 65-cu ft concrete sand trap will be used for the wash bay's trench drain to prevent any solids from clogging, eroding, or corroding the waste system. The sand trap will also use a pair of heavy-duty cast-iron covers for cleaning access. Sizing of these units corresponds to the parameters within Chapter 10 of the 2020 MN Plumbing Code.

Storm drainage is served by roof drains as laid out by the roofing consultant. Roof drain selection was determined to be Josam drains as laid out in the Owner's design standards. Drainpipe sizing is calculated using 4" of rainfall per hour with sizing dictated using 2020 MN Plumbing Code Section 1103.4. The storm drain systems are designed to terminate in a new storm pond as designed by the project civil engineer. Overflow is served by roof drains using a 2" weir and connects to separate drainpipes. These systems are designed to terminate through the exterior walls with a cow's tongue fittings and drain tiles to prevent water from draining into the building's foundation and footings. Locations of the overflow drains are subject to change based upon Owner input but are currently located nearby entrances in order to promote visibility of the drainage and alert maintenance staff.

A 10-hp air compressor with specialized construction for quiet operation is included within the building's central mechanical mezzanine. Rigid air piping will be installed high up along the building's perimeter in the diesel lab, truck driving, and dyno spaces. The piping will connect to drop-locations as determined by the program faculty and facilities team.

RENEWABLE ENERGY SYSTEMS

The building is not expected to not require any renewable energy systems or subscriptions to achieve the SB 2030 energy use requirement within B3. However, the project is planning to incorporate a 27-kW array of monocrystalline solar panels with premium efficiency (>20%) via a future proposal request. The array is expected to be installed on an elevated steel structure in order to provide a canopy feature for shading and community interaction. The panels will be slightly sloped, likely around 2° (similar to that of a solar carport structure) in order to shed water. The electrical design of the panels is expected to use central inverters and contain associated disconnect infrastructure within the building's main electrical room.

SECTION 00 41 13

BID FORM

ATCC-23 TRANSPORTATION CENTER – BID CATEGORY 7L ROOFING RE-BID

BID DUE: 2:00PM local time on August 20, 2026

DELIVER BIDS TO: Dalton Hauer @ dhauer@terragc.com via email

BID PROPOSAL FOR: ATCC-23 TRANSPORTATION CENTER – BID CATEGORY 7L ROOFING RE-BID

SUBMITTED BY: _____

Company Name – Hereinafter referred to as the "Bidder"

ADDENDA

We acknowledge the receipt of Addenda Numbers: _____, _____, _____, _____, _____

We, the undersigned, being familiar with the local conditions affecting the cost of the Work and with the Contract Documents, including the Advertisement for Bids, Bid Form, General Conditions of the Contract for Construction as amended therein, Special Conditions, Drawings, Specifications and Addenda. All Addenda shall become part of this bid and the Contract. In submitting this bid it is understood that the Construction Manager and Owner reserve the right to reject any and all bids. It is agreed that this cannot be withdrawn until after sixty (60) calendar days have passed from the date of the bid opening, if the Construction Manager and Owner has not yet acted thereon.

BID CHECKLIST:

HAVE YOU INCLUDED THE REQUIRED FORMS (If applicable):

- Subcontractor Prequalification Packet

SPEC SECTION 00 4313: RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE ___Yes ___No

BASE BID: ***See Spec Section 01 1202 for Bid Category Descriptions***

Base Bid for Bid Category No. _____ Title _____

Bid Amount: _____ $ _____
(Amount in words)

Base Bid for Bid Category No. _____ Title _____

Bid Amount: _____ $ _____
(Amount in words)

ALTERNATES: ***See Spec Section 01 2300 for Alternates Description***

Alternate #01 – Paint Precast Walls in Primary Labs

Bid Amount: _____ $ _____

(Amount in words)

Alternate #02 – Lab Floor Finish

Bid Amount: _____ $ _____
(Amount in words)

Alternate #03 – 3D Modeling / BIM Coordination (Reference Spec Section 013100)

Bid Amount: _____ $ _____
(Amount in words)

COMBINED BASE BID:
If bidding more than one (1) Bid Category, include numbers and titles on which Combined Bid includes:

Bid Category No. _____ Title: _____

Bid Category No. _____ Title: _____

Combined Bid Amount: _____$_____
(Amount in words)

BID CERTIFICATION

COMPANY NAME:

_____
(Insert Company Name)

STATE OF INCORPORATION: For corporations, please list the state of incorporation:
_____

NAMES OF PARTNERS: For partnerships, please list the full names of the partners:

_____

_____

By: _____ By: _____
(Print or Type) (Print or Type)

Signature: _____ Signature: _____
Title: _____ Title: _____
Date: _____ Date: _____

Company's Official Address:
_____

_____

_____

Company's Telephone Number: _____

Company's E-mail Address: _____

END OF SECTION

Terra Construction

Subcontractor Request for Qualification

Alexandria Technical and Community College (ATCC)
Transportation Center Project

REQUEST FOR QUALIFICATIONS (RFQ) FOR SUBCONTRACTOR PREQUALIFICATION

Project Title:
ATCC-23 Student Services and Transportation Center

Project Location:
Alexandria Technical and Community College
1601 Jefferson Street
Alexandria, MN 56308

Owner:
Alexandria Technical Community College (ATCC)

Architect:
LBH
701 Washington Ave N, Suite 200
Minneapolis, MN 55401

Construction Manager (CM):
Terra Construction
21025 Commerce Blvd., Suite 1000
Rogers, MN 55374

RFQ Issue Date:
7/29/2026

RFQ Response Deadline:
8/20/2026 – 2:00pm

Delivery of Responses:
All responses must be submitted electronically via email to **Dalton Hauer** with Terra Construction: **dhauer@terragc.com**

INTRODUCTION

Terra Construction is soliciting qualifications from interested subcontractors for prequalification to re-bid on Bid Category #07L for the **ATCC-23 Student Services and Transportation Center Project** under the Construction Manager at Risk (CM@R) delivery method for Minnesota State Colleges and Universities.

This RFQ is issued by **Terra Construction** ("CM"), who has been selected to manage the project on behalf of the Owner. The purpose of this RFQ is to establish a list of qualified subcontractors eligible to participate in subsequent Requests for Bids (RFBs) for construction trade work.

PROJECT DESCRIPTION

General Overview

- **Project Type:** New Construction
- **Project Description:** The college's major objective is to improve programmatic synergies for high-demand, signature transportation programs by constructing a new facility for a total program footprint of 43,000 GSF. The Transportation Center will co-locate the Professional Truck Driver and Diesel Technician programs and provide high-bay academic instructional programming facilities. The project is required to follow Version 3.2r01 of the State of Minnesota Sustainable Building Guidelines (B3 Guidelines). Subcontractors will be asked to follow Terra's waste management plan and goals for onsite recycling, as well as potentially provide additional sustainability documentation related to materials used on the project.
- **Estimated Construction Budget:** $20M
- **Anticipated Construction Start:** Spring 2026
- **Anticipated Substantial Completion:** Summer 2027
- **Delivery Method:** Construction Manager at Risk (AIA A133-2009 and AIA A201-2017)

WORK SCOPES

Subcontractor work scopes are grouped by trade divisions and may be combined where appropriate without limiting participation.

RFQ TIMELINE

Milestone	Date
Sub RFQ and Roofing Re-Bid Documents Issued	7/29/2026

Milestone	Date
Sub RFQ and Bid Due	8/20/2026 – 2:00pm
Notification of Low Bid	8/21/2026
Submittals Due to Terra by Selected Contractor	9/3/2026
Roofing Preinstall Meeting	9/24/2026
Roof Related Carpentry and Roofing Begin Onsite	10/5/2026

SELECTION CRITERIA

Prequalification will be based on the following objective criteria per ***Minnesota Statute 16C.34, subd. 3(e):***

- ***Experience:***
  - *Firm's experience and technical competence in similar projects.*
  - *Capacity and qualifications of key personnel.*
- ***Past Performance:***
  - *Previous project performance, including schedule adherence, quality, safety record (EMR, OSHA logs), and compliance with state and federal laws.*
- ***Capability to Perform:***
  - *Current workload and capacity to meet schedule.*
  - *Financial stability and bonding capability.*
- ***Availability and Familiarity:***
  - *Proximity to the project site and familiarity with regional requirements and conditions.*
- ***Compliance and Responsibility:***
  - *Responsible Contractor Verification and Certification of Compliance (Attachment A).*
- ***TGB Evaluation:***
  - *Terra Construction & Minnesota State is committed to participation of TGB groups. Minnesota State's Preference and Veteran-Owned Preference will be included at bidding.*
  - *All subcontractors are to make a good faith effort to achieve workforce percentage goals. Monthly workforce reporting will be required.*
- ***Additional CM-Defined Criteria:***
  - *Subcontractor must actively participate in Last Planner System® pull planning sessions to support schedule reliability and workflow coordination.*
  - *Subcontractor is expected to participate in weekly work planning meetings, providing updates on manpower, look-ahead schedules, and constraints.*

- *Attendance and engagement in weekly subcontractor coordination meetings are mandatory to ensure field alignment and proactive issue resolution.*
- *Subcontractor must have personnel with the appropriate experience and communication skills to participate effectively in collaborative planning processes.*

RFQ SUBMISSION REQUIREMENTS

Each respondent shall submit:

- Completed Attachment B-Subcontractor Qualification Questionnaire. Including:
    1. Current letter from surety verifying bonding capacity and certificate of insurance.
    2. Attach a copy of your firm's Safety Program Table of Contents.
- Completed Attachments:
    1. Attachment A: Responsible Contractor Verification Form.
    2. Division 00 45 36 Department of Human Rights Workforce and Equal Pay Declaration Page (DIV00.4537).
    3. Workforce Participation Goals form.
    4. Affidavit of Non-Collusion (Form CC.70).
    5. Certificate of Insurance

Submissions must be received by the deadline stated in Section 3. Failure to submit any required form may result in disqualification.

EVALUATION AND PREQUALIFICATION

- The CM and Campus Project Manager, in consultation with the Architect/Engineer, will evaluate all RFQ responses.
- ***Only prequalified subcontractors will be eligible to submit bids during the upcoming Request for Bid (RFB) phase.***
- If no subcontractors meet minimum qualifications for a specific trade, the RFQ may be reissued.
- If only one qualified subcontractor is identified, the CM may elect to reissue the RFQ.

ADDITIONAL REQUIREMENTS

All subcontractors must comply with:

- Government Data Practices Act.
- Prevailing wage requirements. Douglas County, MN.

- MDHR Requirements. Preconstruction Reporting and Monthly Reporting.
- Performance and payment bond obligations. All subcontractors will be required to obtain a Performance and Payment bond.
- Applicable federal, state, and local laws and codes.

QUESTIONS

All questions are due by 8/13/2026, they must be submitted in writing via email to:
Dalton Hauer; dhauer@terragc.com

DISCLAIMER

The Owner and CM reserve the right to reject any or all RFQ responses, waive irregularities, or request additional information without obligation to any respondent. Prequalification does not guarantee an award of work.

End of RFQ

Attachment B – Subcontractor Qualification Questionnaire

Section 1: General Information

Company Name: _____
Address: _____
City, State, ZIP: _____
Phone: _____
Website: _____

Primary Contact Person: _____
Title: _____
Email: _____
Cell: _____

Trade Division(s) Applying For: _____
Minnesota Contractor Registration Number: _____

Type of Firm: ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ LLC ☐ Joint Venture
Year Established: _____
Federal Tax ID Number: _____

Minnesota State Preference
Are you a Certified, Targeted Group Prime Contract Bidder? ☐ No ☐ Yes
Are you a Certified, Economically Disadvantaged Prime Contractor? ☐ No ☐ Yes

Section 2: Experience and Capabilities

1. **Number of Years in Business under Current Name:** _____
2. **Average Annual Volume in Revenue (last 3 years):**
    - 2023: $_____
    - 2024: $_____
    - 2025 (anticipated): $_____
3. **Largest Single Contract Value (past 3 years):** $_____
4. **Typical Project Size Range:** $_____ to $_____
5. **Geographic Area(s) of Operation:** _____

6. **Distance From Project Location:** _____

7. **Similar Project Experience**: List up to five (5) recent projects most similar in scope, size, and delivery method to this project:

Project Name & Location	GC/CM	Architect	Contract Value	Completion Date	Reference Contact & Phone

Attach additional sheets as needed.

Section 3: Key Personnel

List personnel proposed to be assigned to this project.

Name	Title/Role	Years with Firm	Relevant Project Experience

Attach resumes if available.

Section 4: Safety Record

1. **Current Experience Modification Rate (EMR):** _____
    - 2022: _____ 2023: _____ 2024: _____
2. **OSHA Recordable Incident Rate (past 3 years):** _____
3. **Has your firm received any OSHA citations in the last 3 years?**
   ☐ No ☐ Yes (attach explanation)

4. **Safety Program:**
   ☐ Written Safety Program ☐ Drug Testing Policy ☐ Site Safety Orientation Program ☐ AWAIR Program

Section 5: Legal and Compliance

1. **Has your firm or any officer been involved in any litigation or arbitration related to construction performance in the last 5 years?**
   ☐ No ☐ Yes (attach details)
2. **Is your firm currently or previously under investigation by OSHA, the Minnesota Department of Labor, or any state/federal agency?**
   ☐ No ☐ Yes (attach explanation)

Section 6: Financial Information

1. **Bonding Agent Name & Contact Info:** _____
2. **Surety Company:** _____
3. **Bonding Capacity:**
   - **Single Project Limit:** $_____
   - **Aggregate Limit:** $_____
4. **Current Value of Work Under Contract (Bonded):** $_____
5. **Current Value of Work Under Contract (Not-Bonded):** $_____
6. **Bank Reference:**

   Name: _____ **Contact:** _____

   Phone: _____

Section 7: References

Provide at least three (3) professional references for similar projects completed within the past five years.

Company	Contact Name	Title	Phone	Email

Section 8: Supplemental Pass / Fail Requirements

In addition to the information above being evaluated, your firm must pass all the following questions:

A.	Firm has, or anyone with a financial interest in the firm, been the subject of any criminal indictment or judgment of conviction for any business related conduct constituting a crime under state or federal law, within the past 3 years?	Yes	☐
	(If answered yes, bidder fails to meet the qualifications)	No	☐
B.	Firm been debarred, suspended, or otherwise declared ineligible to bid public work in any jurisdiction?	Yes	☐
	(If answered yes, bidder fails to meet the qualifications)	No	☐
C.	Firm has reviewed all of the RFQ documents and included the required scope?	Yes	☐
	(If answered no, bidder fails to meet the qualifications)	No	☐
D.	Firm has previously failed to complete a contract?	Yes	☐
	(If answered yes, bidder fails to meet the qualifications)	No	☐
E.	Firm has completed projects of similar size and scope?	Yes	☐
	(If answered no, bidder fails to meet the qualifications)	No	☐
F.	Firm is able to provide the necessary management, labor, material and equipment to complete this project as specified?	Yes	☐
	(If answered no, bidder fails to meet the qualifications)	No	☐
G.	Firm will provide payment and performance bonds for this project as specified?	Yes	☐
	(If answered no, bidder fails to meet the qualifications)	No	☐
H.	Firm will provide insurance coverage for the limits outlined for this project?	Yes	☐
	(If answered no, bidder fails to meet the qualifications)	No	☐
I.	Firm has a written safety and health program called the A Workplace Accident and Injury Reduction (AWAIR) program?	Yes	☐
	(If answered no, bidder fails to meet the qualifications)	No	☐
J.	Firm has more than three (3) serious OSHA citations in the past three years?	Yes	☐
	(If answered yes, bidder fails to meet the qualifications)	No	☐
K.	Firm has more than two (2) willful OSHA citations in the past three years?	Yes	☐
	(If answered yes, bidder fails to meet the qualifications)	No	☐

Section 9: Acknowledgments and Signature

The undersigned certifies that all information contained herein is true and accurate, and that submission of this questionnaire constitutes agreement to comply with all RFQ and prequalification requirements.

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

Submission Instructions

Submit this completed form and all attachments electronically to:
Dalton Hauer; dhauer@terragc.com
by 8/13/2026 - 2:00pm

End of Attachment B – Subcontractor Qualification Questionnaire

MINNESOTA STATE

ATTACHMENT A: RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: *ATCC Transportation Center*

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, MINIMUM CRITERIA**. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	The Contractor: (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with the 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 the 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) and clauses (8) and (9).
(8)	The contractor or related entity has been in business under the current business name or Federal Employer ID number for a minimum of two (2) years prior to the issuance of this Request for Bids.
(9)	The contractor or related entity has not had any willful or repeated OSHA safety citations within the past two (2) years.

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 Attachments A and A-1 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, see Section 00 43 36 for Attachment A-2, 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 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. 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.

MINNESOTA STATE

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 minimum criteria or 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.o2 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, and

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:**
Title:	**Date:**
Company Name:	

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.

END OF SECTION

MINNESOTA STATE
SECTION 00 45 36
MINNESOTA DEPARTMENT OF HUMAN RIGHTS

PART 1 GENERAL

1.1 SUMMARY

Section Includes:

1. Administrative requirements for Workforce Certification, Equal Pay Certification, and Workforce participation under equal employment opportunity.
2. Procedures and requirements for affirmative action compliance.

Related Sections:

1. Section 00 72 00 – General Conditions of the Contract for Construction
2. Section 00 73 46 – Prevailing Wage Rate Requirements and Project Specific Wage Rates

1.2 WORKFORCE AND EQUAL PAY CERTIFICATES OF COMPLIANCE

A. It is hereby agreed between the parties that MN Statues, Section 363A.36 and MN Rules, Parts 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it.

Workforce and Equal Pay Declaration Page

1. For all contracts estimated to be in excess of $100,000, responders are required to complete the State of Minnesota – Workforce and Equal Pay Declaration Page and submit it with their response.

2. **A copy of the Workforce and Equal Pay Declaration Page is attached as an appendix following this section 00 45 37 for reference purposes.**

3. **A copy of the contractor's Workforce or Equal Pay Certification(s) must be submitted with the bid, as applicable.**

4. As required Minnesota Rule 5000.3600," It is hereby agreed between the parties that Minn. Stat. §363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it". A copy of Minn. Stat. § 363.36 and Minn. R.5000.3400 - 5000.3600 are available upon request from the contracting agency."

5. For all contracts estimated to be in excess of $100,000, responders must obtain a Workforce Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to executing a contract. This certification requires employers to actively work to hire, train, promote, and retain people of color, Indigenous people, women, and/or people with disabilities to ensure that Minnesota's workforce reflects Minnesota's demographics. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

6. For all contracts estimated to be in excess of $500,000, responders must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to executing a contract. This certification requires employers to pay men and women equal wages for equal work. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

1.3 NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The offeror's or bidder's attention is called to the "equal opportunity clause" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

MINNESOTA STATE
SECTION 00 45 36
MINNESOTA DEPARTMENT OF HUMAN RIGHTS

WORKFORCE GOALS		
Counties	**People of Color and Indigenous People**	**Women**
Hennepin and Ramsey	32%	20%
Anoka, Carver, Dakota, Scott, and Washington	22%	15%
Central Minnesota: Benton, Chisago, Isanti, Kanabec, Kandiyohi, McLeod, Meeker, Mille Lacs, Pine, Renville, Sherburne, Stearns, Wright	15%	12%
Southwest Minnesota: Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Faribault, Jackson, Lac Qui Parle, Le Sueur, Lincoln, Lyon, Martin, Murray, Nicollet, Nobles, Pipestone, Redwood, Rock, Sibley, Swift, Waseca, Watonwan, Yellow Medicine	15%	9%
Southeast Minnesota: Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmstead, Rice, Steele, Wabasha, Winona	15%	9%
Northeast Minnesota: Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis	12%	9%
Northwest: Becker, Beltrami, Cass, Clay, Clearwater, Crow Wing, Douglas, Grant, Hubbard, Kittson, Lake of the Woods, Mahnomen, Marshall, Morrison, Norman, Otter Tail, Pennington, Polk, Pope, Red Lake, Roseau, Stevens, Todd, Traverse, Wadena, Wilkin	12%	9%

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

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

Section 363A.36 and part 5000.3520. Compliance with the goals will be measured against the total work hours performed.

3. The contractor must provide written notification to the Compliance Division of the Minnesota Department of Human Rights within 10 (ten) working days of award of any construction subcontract at any tier for construction work under the contract resulting from the solicitation. The notification must list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the geographical area where the contract is to be performed. The contracting state agency shall insert the description of the geographical areas where the contract is to be performed describing the State, County, City, Town, or Municipality of the geographical area in this notice and in the contract resulting from this solicitation.

5. Goals are available on Minnesota Department of Human Rights website at Workforce Goals / Minnesota.gov (mn.gov) and are incorporated by reference.

6. As of July 17, 2017, Workforce goals apply to contracts in excess of $100,000 per the table below. If there is a discrepancy between the table below and the Workforce Goals published on the https://mn.gov/mdhr/certificates/workforce-goals/ website, then the website goals shall govern.

   For more information, contact Minnesota Department of Human Rights at compliance.mdhr@state.mn.us or call 651-539-1095.

7. To ensure contractors are making good faith efforts to meet Workforce Goals, MDHR requires contractors to complete a Preconstruction Packet before a construction project begins and submit Monthly Project Reports throughout the project. Minnesota State reserves the right to withhold payment until the contractor submits the Preconstruction Packet or if the contractor fails to submit Monthly Project Reports in a timely manner.

MINNESOTA STATE
SECTION 00 45 36
MINNESOTA DEPARTMENT OF HUMAN RIGHTS

1.4 STANDARD STATE EQUAL EMPLOYMENT OPPORTUNITY

A. Construction Contract Specifications.

1. The contractor must implement the specific affirmative action standards provided in paragraphs 4.a. through o. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor shall be reasonably be able to achieve in each construction trade in which it has employees in the covered area. The contractor shall make substantially uniform progress toward its goals in each craft during the period specified.

2. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specification, Minnesota Statutes, Section 363A.36 of the Minnesota Human Rights Act, of the rules adopted under the act.

3. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.

4. The contractor must take specific affirmative action to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Make a good faith effort to maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's

obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If the individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the State of Minnesota. The contractor shall provide notice of these programs to the sources compiled under b.

f. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in

the company newspaper, annual report etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction is performed.

g. Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assigning, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and subject matter discussed and disposition of the subject matter.

h. Disseminate the contractor's equal employment opportunity policy externally by including it in an advertising in the news media, specifically including minority and female news media, and providing written notification to and discussion the contractor's equal employment opportunity policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later the one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Conduct, at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek to prepare for, through appropriate training, such opportunities.

l. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.

m. Ensure that all facilities and company activities are non-segregated except the separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n. Document and maintain a record of all solicitations of offers for subcontract from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contract associations and other business associations.

o. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's equal employment opportunities policies and affirmative action obligations.

5. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations 4.a. to o. The efforts of a contractor association, join contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 4.a. to o. of these specifications provided that the contractor actively participates in the group, make every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply shall not be defense for the contractor's noncompliance.

6. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of part 5000.3520 if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women general, the contractor may be in violation of part 5000.5320 if a specific minority group of women is underutilized).

7. The contractor must not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, national origin, and marital status, status with regard to public assistance, disability, age, or sexual orientation.

8. The contractor must not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes 363A.36.

9. The contractor shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, 363A.36, and its implementing rules. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section 363A.36.

10. The contractor, in fulfilling its obligations under these specifications, must implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 4 so as to achieve maximum results for its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirement of Minnesota Statutes, Section 363A.36, its implementing rules, or these specifications, the commissioner shall proceed in accordance with part 5000.3570.

11. The contractor must designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights, and to keep

records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of change in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

12. Nothing provided in this part will be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

1.5 DISABLED PERSONS AFFIRMATIVE ACTION CLAUSE

A. Affirmative Action for Disabled Workers

a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) The contractor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

c) In the event of the contractor’s noncompliance with the requirements of this clause, actions for noncompliance may be take in accordance with Minnesota Statutes, Section 363A.36, and rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contract is bound by the terms of Minnesota Statutes, Section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

END OF SECTION

Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

Select one:

- ☐ Businesses executing a contract with **State or Metropolitan agencies** in excess of $100,000 (Workforce Certificate) and, if applicable, $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of $100,000 (Workforce Certificate) and, if applicable, $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of $250,000 (Workforce Certificate) and, if applicable, $1,000,000 (Equal Pay Certificate)

Select all that apply:

We are a certificate holder:

- ☐ Workforce Certificate under the name: _____
- ☐ Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): _____
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- ☐ Our company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce Certificate and, if applicable, Equal Pay Certificate, or approved exemption by the Minnesota Department of Human Rights is required before a contract can be executed.

We are Exempt:

- ☐ We attest to the Minnesota Department of Human Rights that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. The Minnesota Department of Human Rights may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.
- ☐ We believe our company is exempt because _____. The Minnesota Department of Human Rights will review and determine if your company is exempt.

Business Information

Vendor/Supplier ID	**Business Name**	**Name of Contracting Agency**
Authorized Signatory Name	**Title**	**Date**
Signature	**Email**	**Phone**

For assistance with this form, email the Minnesota Department of Human Rights **Compliance.MDHR@state.mn.us**

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: _____

Instructions: Please return your completed form as part of the Response submittal.

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder
Firms Name: _____

Print name of
Authorized Representative _____ Title: _____

Authorized Signature _____ Date _____
(mm/dd/yyyy)

Notary Public

Subscribed and sworn to before me this:

_____ day of _____, _____

_____
Notary Public signature

_____
Commission Expires (mm/dd/yyyy)

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MINNESOTA STATE

MINNESOTA STATE

ATTACHMENT A: RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: ATCC Transportation Center

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, MINIMUM CRITERIA**. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	The Contractor: (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with the 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 the 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) and clauses (8) and (9).
(8)	The contractor or related entity has been in business under the current business name or Federal Employer ID number for a minimum of two (2) years prior to the issuance of this Request for Bids.
(9)	The contractor or related entity has not had any willful or repeated OSHA safety citations within the past two (2) years.

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 Attachments A and A-1 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, see Section 00 43 36 for Attachment A-2, 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 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. 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 minimum criteria or 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.o2 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, and

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:**
Title:	**Date:**
Company Name:	

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.

END OF SECTION

MINNESOTA STATE
SECTION 00 45 36
MINNESOTA DEPARTMENT OF HUMAN RIGHTS

PART 1 GENERAL

1.1 SUMMARY

Section Includes:

1. Administrative requirements for Workforce Certification, Equal Pay Certification, and Workforce participation under equal employment opportunity.
2. Procedures and requirements for affirmative action compliance.

Related Sections:

1. Section 00 72 00 – General Conditions of the Contract for Construction
2. Section 00 73 46 – Prevailing Wage Rate Requirements and Project Specific Wage Rates

1.2 WORKFORCE AND EQUAL PAY CERTIFICATES OF COMPLIANCE

A. It is hereby agreed between the parties that MN Statues, Section 363A.36 and MN Rules, Parts 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it.

Workforce and Equal Pay Declaration Page

1. For all contracts estimated to be in excess of $100,000, responders are required to complete the State of Minnesota – Workforce and Equal Pay Declaration Page and submit it with their response.

2. **A copy of the Workforce and Equal Pay Declaration Page is attached as an appendix following this section 00 45 37 for reference purposes.**

3. **A copy of the contractor's Workforce or Equal Pay Certification(s) must be submitted with the bid, as applicable.**

4. As required Minnesota Rule 5000.3600," It is hereby agreed between the parties that Minn. Stat. §363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it". A copy of Minn. Stat. § 363.36 and Minn. R.5000.3400 - 5000.3600 are available upon request from the contracting agency."

5. For all contracts estimated to be in excess of $100,000, responders must obtain a Workforce Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to executing a contract. This certification requires employers to actively work to hire, train, promote, and retain people of color, Indigenous people, women, and/or people with disabilities to ensure that Minnesota's workforce reflects Minnesota's demographics. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

6. For all contracts estimated to be in excess of $500,000, responders must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to executing a contract. This certification requires employers to pay men and women equal wages for equal work. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

1.3 NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The offeror's or bidder's attention is called to the "equal opportunity clause" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

MINNESOTA STATE
SECTION 00 45 36
MINNESOTA DEPARTMENT OF HUMAN RIGHTS

WORKFORCE GOALS		
Counties	**People of Color and Indigenous People**	**Women**
Hennepin and Ramsey	32%	20%
Anoka, Carver, Dakota, Scott, and Washington	22%	15%
Central Minnesota: Benton, Chisago, Isanti, Kanabec, Kandiyohi, McLeod, Meeker, Mille Lacs, Pine, Renville, Sherburne, Stearns, Wright	15%	12%
Southwest Minnesota: Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Faribault, Jackson, Lac Qui Parle, Le Sueur, Lincoln, Lyon, Martin, Murray, Nicollet, Nobles, Pipestone, Redwood, Rock, Sibley, Swift, Waseca, Watonwan, Yellow Medicine	15%	9%
Southeast Minnesota: Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmstead, Rice, Steele, Wabasha, Winona	15%	9%
Northeast Minnesota: Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis	12%	9%
Northwest: Becker, Beltrami, Cass, Clay, Clearwater, Crow Wing, Douglas, Grant, Hubbard, Kittson, Lake of the Woods, Mahnomen, Marshall, Morrison, Norman, Otter Tail, Pennington, Polk, Pope, Red Lake, Roseau, Stevens, Todd, Traverse, Wadena, Wilkin	12%	9%

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

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

Section 363A.36 and part 5000.3520. Compliance with the goals will be measured against the total work hours performed.

3. The contractor must provide written notification to the Compliance Division of the Minnesota Department of Human Rights within 10 (ten) working days of award of any construction subcontract at any tier for construction work under the contract resulting from the solicitation. The notification must list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the geographical area where the contract is to be performed. The contracting state agency shall insert the description of the geographical areas where the contract is to be performed describing the State, County, City, Town, or Municipality of the geographical area in this notice and in the contract resulting from this solicitation.

5. Goals are available on Minnesota Department of Human Rights website at Workforce Goals / Minnesota.gov (mn.gov) and are incorporated by reference.

6. As of July 17, 2017, Workforce goals apply to contracts in excess of $100,000 per the table below. If there is a discrepancy between the table below and the Workforce Goals published on the https://mn.gov/mdhr/certificates/workforce-goals/ website, then the website goals shall govern.

   For more information, contact Minnesota Department of Human Rights at compliance.mdhr@state.mn.us or call 651-539-1095.

7. To ensure contractors are making good faith efforts to meet Workforce Goals, MDHR requires contractors to complete a Preconstruction Packet before a construction project begins and submit Monthly Project Reports throughout the project. Minnesota State reserves the right to withhold payment until the contractor submits the Preconstruction Packet or if the contractor fails to submit Monthly Project Reports in a timely manner.

MINNESOTA STATE
SECTION 00 45 36
MINNESOTA DEPARTMENT OF HUMAN RIGHTS

1.4 STANDARD STATE EQUAL EMPLOYMENT OPPORTUNITY

A. Construction Contract Specifications.

1. The contractor must implement the specific affirmative action standards provided in paragraphs 4.a. through o. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor shall be reasonably be able to achieve in each construction trade in which it has employees in the covered area. The contractor shall make substantially uniform progress toward its goals in each craft during the period specified.

2. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specification, Minnesota Statutes, Section 363A.36 of the Minnesota Human Rights Act, of the rules adopted under the act.

3. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.

4. The contractor must take specific affirmative action to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Make a good faith effort to maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's

obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If the individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the State of Minnesota. The contractor shall provide notice of these programs to the sources compiled under b.

f. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in

the company newspaper, annual report etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction is performed.

g. Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assigning, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and subject matter discussed and disposition of the subject matter.

h. Disseminate the contractor's equal employment opportunity policy externally by including it in an advertising in the news media, specifically including minority and female news media, and providing written notification to and discussion the contractor's equal employment opportunity policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later the one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Conduct, at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek to prepare for, through appropriate training, such opportunities.

l. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.

m. Ensure that all facilities and company activities are non-segregated except the separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n. Document and maintain a record of all solicitations of offers for subcontract from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contract associations and other business associations.

o. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's equal employment opportunities policies and affirmative action obligations.

5. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations 4.a. to o. The efforts of a contractor association, join contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 4.a. to o. of these specifications provided that the contractor actively participates in the group, make every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply shall not be defense for the contractor's noncompliance.

6. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of part 5000.3520 if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women general, the contractor may be in violation of part 5000.5320 if a specific minority group of women is underutilized).

7. The contractor must not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, national origin, and marital status, status with regard to public assistance, disability, age, or sexual orientation.

8. The contractor must not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes 363A.36.

9. The contractor shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, 363A.36, and its implementing rules. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section 363A.36.

10. The contractor, in fulfilling its obligations under these specifications, must implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 4 so as to achieve maximum results for its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirement of Minnesota Statutes, Section 363A.36, its implementing rules, or these specifications, the commissioner shall proceed in accordance with part 5000.3570.

11. The contractor must designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights, and to keep

records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of change in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

12. Nothing provided in this part will be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

1.5 DISABLED PERSONS AFFIRMATIVE ACTION CLAUSE

A. Affirmative Action for Disabled Workers

a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) The contractor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

c) In the event of the contractor’s noncompliance with the requirements of this clause, actions for noncompliance may be take in accordance with Minnesota Statutes, Section 363A.36, and rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contract is bound by the terms of Minnesota Statutes, Section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

END OF SECTION

Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

Select one:

- ☐ Businesses executing a contract with **State or Metropolitan agencies** in excess of $100,000 (Workforce Certificate) and, if applicable, $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of $100,000 (Workforce Certificate) and, if applicable, $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of $250,000 (Workforce Certificate) and, if applicable, $1,000,000 (Equal Pay Certificate)

Select all that apply:

We are a certificate holder:

- ☐ Workforce Certificate under the name: _____
- ☐ Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): _____
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- ☐ Our company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce Certificate and, if applicable, Equal Pay Certificate, or approved exemption by the Minnesota Department of Human Rights is required before a contract can be executed.

We are Exempt:

- ☐ We attest to the Minnesota Department of Human Rights that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. The Minnesota Department of Human Rights may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.
- ☐ We believe our company is exempt because _____. The Minnesota Department of Human Rights will review and determine if your company is exempt.

Business Information

Vendor/Supplier ID	**Business Name**	**Name of Contracting Agency**
Authorized Signatory Name	**Title**	**Date**
Signature	**Email**	**Phone**

For assistance with this form, email the Minnesota Department of Human Rights **Compliance.MDHR@state.mn.us**

MINNESOTA STATE

MINNESOTA STATE PREFERENCE FORM

Eligible certified targeted group (T.G.) prime Bidders and certified economically disadvantaged (E.D.) prime Bidders will receive a six percent (6%) preference. Preference will only be allowed if the Bidder is certified prior to the scheduled bid opening. Both the targeted group (T.G.) preference and the economically disadvantaged (E.D.) preference are applied only to the first $2,000,000 of the bid. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract. To be eligible for the targeted group (TG) preference, Bidders must be certified by one of Minnesota State's recognized certifying agencies:

a. State of Minnesota – Department of Administration
b. Central CERT Certification Program (CERT)
c. North Central Minority Supplier Development Council (NCMSDC)
d. Women's Business Development Center (WBENC)

The Bidder shall designate their company's status in below.

ARE YOU A CERTIFIED, TARGETED GROUP PRIME CONTRACT BIDDER? ___Yes ___No

ARE YOU A CERTIFIED, ECONOMICALLY DISADVANTAGED PRIME CONTRACTOR? ___Yes ___No

---

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the targeted group or economically disadvantaged preference.

Claim the Preference

By signing below I confirm that:

My company is claiming targeted group or economically disadvantaged preference afforded by Minn. Stat. § 16C.16. By making this claim, I verify that:

- The business has been certified by one of Minnesota State's recognized certifying agencies as being a targeted group (TG) business.
- [NAME OF COMPANY] [INSERT DATE mm/dd/yyyy]
- Authorized Signature: _____ [TELEPHONE NUMBER]
- [PRINTED NAME] [INSERT TITLE]

Attach a copy of your firm's letter indicating certification by one of the recognize certifying agencies and sign and return this form with your solicitation response to claim the TG/ED preference.

MINNESOTA STATE

MINNESOTA STATE VETERAN-OWNED PREFERENCE FORM

Minnesota State has elected to award a 6% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - *See* Minn. Stat. § 16C.19(d):

1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

ARE YOU A CERTIFIED, VETERAN OWNED OR DISABLED VETERAN OWNED SMALL BUSINESS PER EITHER REQUIREMENT ABOVE? ☐Yes ☐ No

[INSERT COMPANY NAME]

Authorized Signature: _____

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference.

Claim the Preference
By signing below I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.
  or
- My company's principal place of business is in Minnesota **and** the United States Department of Veteran's Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business (Supported By Attached Documentation)

[INSERT NAME OF COMPANY] [INSERT DATE]

Authorized Signature: _____ [INSERT TELEPHONE NUMBER]

[PRINTED NAME] [INSERT TITLE]

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.
Information regarding certification by the United States Department of Veterans Affairs may be found at:
https://www.va.gov/osdbu/

SECTION 00 52 00

CONTRACT FORMS INCORPORATED BY REFERENCE

The successful bidder will be required to enter into contract with Terra General Contractors, LLC dba Terra Construction. (Terra) The contract also includes, but is not limited to, the following documents:

- Terra Subcontractor Agreement – *Draft contract included in this section.*
- Certificate of Insurance (naming Terra as Certificate Holder and OWNER, ARCHITECT as additional insureds.) *Insurance requirements and limits are described in the attached draft contract.*
- Performance and Payment Bonds (Naming Terra General Contractors, LLC dba Terra Construction as Obligee.)

Draft Contract Included CONTINUED>>>

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT ("Agreement") is entered into as of {FLPM2030_V.FL2030_ISSUED_DATE_MONTH} {FLPM2030_V.FL2030_ISSUED_DATE_DAY}, {FLPM2030_V.FL2030_ISSUED_DATE_YEAR} by and between:

TERRA GENERAL CONTRACTORS, LLC D/B/A TERRA CONSTRUCTION ("Contractor")	**{FLPM2030_V.FL2030_VEN_BP_NAME}** ("Subcontractor")
21025 Commerce Blvd., #1000 Rogers, MN 55374	{FLPM2030_V.FL2030_VENADD_ADD1}, {FLPM2030_V.FL2030_VENADD_ADD2} {FLPM2030_V.FL2030_VENADD_ADD3}, {FLPM2030_V.FL2030_VENADD_REGION_CODE} {FLPM2030_V.FL2030_VENADD_POSTAL_CODE}
Main Phone: 763.463.0220	Main Phone: {FLPM2030_V.FL2030_VENADD_PHONE}
Contractor Representative: {FLPM2030_V.FL2030_MNGR_CONT_NAME}	Subcontractor Representative: {FLPM2030_V.FL2030_VEN_CONTACT_NAME}
E-mail: {FLPM2030_V.FL2030_MNGR_EMAIL}	E-mail: {SYSCONTACT.SYSC_EMAIL1}
Project Number: **{FLPM2030_V.FL2030_JOB_CODE}**	

regarding the following project ("Project"):

{FLPM2030_V.FL2030_JOB_NAME}
{FLPM2030_V.FL2030_PMP_ADD_LINE1}, {FLPM2030_V.FL2030_PMP_ADD_LINE2}
{FLPM2030_V.FL2030_PMP_ADD_LINE3}, {FLPM2030_V.FL2030_PMP_REGION_CODE}
{FLPM2030_V.FL2030_PMP_POSTAL_CODE}

involving the following additional persons or entities:

Owner:

{FLPM2030_V.FL2030_OWNER_PARTN_NAME} ("Owner")
{FLPM2030_V.FL2030_OWNER_ADD_LINE1}, {FLPM2030_V.FL2030_OWNER_ADD_LINE2}
{FLPM2030_V.FL2030_OWNER_ADD_LINE3}, {FLPM2030_V.FL2030_OWNER_REGION_CODE}
{FLPM2030_V.FL2030_OWNER_POSTAL_CODE}

Architect/Design Professional

{FLPM2030_V.FL2030_ARCH_PARTN_NAME} ("Design Professional")
{FLPM2030_V.FL2030_ARCH_ADD_LINE1}, {FLPM2030_V.FL2030_ARCH_ADD_LINE2}
{FLPM2030_V.FL2030_ARCH_ADD_LINE3}, {FLPM2030_V.FL2030_ARCH_REGION_CODE}
{FLPM2030_V.FL2030_ARCH_POSTAL_CODE}

Prevailing Wage / Certified Payroll Project: {PREVAILING WAGES/ CERT PAYROLL.UDF_FIELD_VALUE}

All invoices and reports must be emailed to Accounting at accounting@terragc.com by the 25th of each month to be processed prior to Contractor's payment deadline.

Payment Bond Required: {PAYMENT BOND.UDF_FIELD_VALUE}

Performance Bond Required: {PERFORMANCE BOND.UDF_FIELD_VALUE}

Parties to Be Named as Additional Insureds: {ADDITIONAL INSUREDS.UDF_FIELD_VALUE}

RECITALS

WHEREAS, Contractor desires to retain the services of the Subcontractor for the specific work set forth below in connection with the Project and under the terms and conditions of this Agreement;

WHEREAS, Subcontractor desires to provide such services and materials for Contractor, under the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between Contractor and Subcontractor:

ARTICLE 1. SCOPE OF WORK

1.1. This Agreement shall govern all labor and materials Subcontractor provides ("Work") to Contractor for the Project.

1.2. Subcontractor understands and acknowledges that Contractor has entered into or will enter into an agreement ("Prime Contract") with the Owner or the Prime Contractor to perform the Project. Subcontractor agrees that it will be subject to and abide by the terms of the Prime Contract for the Project, and all incorporated or related documents, including but not limited to any plans, specifications and Project manuals or guidelines prepared by Contractor or any third-party architect, designer or engineer (collectively "Design Professionals") and Contractor's quality control inspection forms. The Prime Contract, along with all plans, specifications, general conditions, special conditions, schedules, contract cover letter, notice to proceed and all incorporated and related Project documents listed are collectively referred to herein as the "Project Documents." Subcontractor acknowledges receipt of the Project Documents and that it has reviewed and understands them.

1.3. The scope of Subcontractor's Work for the Project ("the Work") is described and defined in attached **Exhibit A** ("Scope of Work"). Subcontractor's Work shall include all labor and materials necessary or incidental to completing the Work in a manner which complies with the Project Documents. Subcontractor shall not be authorized, nor is Subcontractor under any obligation, to complete any work which is outside the Scope of Work, except as set forth in Article 5 regarding Change Orders. Unless otherwise provided in the Project Documents, Subcontractor agrees to commence the Work no later than three (3) days after Contractor provides notice to Subcontractor to commence the Work.

1.4. Subcontractor shall furnish all licenses, permits, labor, equipment, tools, and materials specified in the Project Documents, the Addenda, and as necessary to complete the Work.

1.5. Subcontractor shall supply a representative who looks and acts as a qualified and professional tradesman for all contact with Owner and Contractor ("Subcontractor Representative"). Subcontractor shall at all times maintain a competent Subcontractor Representative at the Project Site who shall have full authority to act on any and all matters pertaining to the Work and whose acts shall be binding upon the Subcontractor to the fullest extent. Subcontractor shall not change the designated and approved Subcontractor Representative without Contractor's written consent. If Contractor determines that the Subcontractor Representative is not satisfactory for any reason whatsoever, Contractor may in its sole discretion direct Subcontractor to immediately replace the Subcontractor Representative.

ARTICLE 2. SUBMITTALS AND RECORD DOCUMENTS

2.1. Subcontractor is required to provide, at its own expense, submittals, samples and mock-ups per the specifications and the requirements of the Project Documents, for all material or products being furnished for this Project. Submittals to be provided no later than four (4) weeks from the date of this contract unless otherwise specified within the Project Documents. Any delay to submitting later than four (4) weeks must be approved in writing by the Contractor. Subcontractor shall submit a complete submittal package for the entire scope of work. Any partial submittals shall be deemed incomplete. Specific color selectors, color charts, samples, etc. are to be sent to Contractor's office via overnight delivery. All submittals must be approved prior to fabrication of the Materials. All submittals should be sent directly to Contractor for approval by the Design Professional and/or Owner, including:

2.1.1. Plans and details signed by the responsible person licensed to prepare the respective documents showing sizes, locations, and clearances for the respective equipment, piping, ductwork, conduit, fixtures and all other valves, devices and/or accessories pertinent to the installation. Subcontractor to field verify existing conditions and field measure dimensions prior to fabrication of material, unless agreed to in writing by the Contractor. Subcontractor to verify quantities of material required.

2.1.2. Shop drawings and/or product data for each specific material or item to be used in the installation.

2.1.3. Begin no fabrication or work until return of submittals with Contractor's or Design Professional's approval. Subcontractor shall be responsible for all products or materials supplied and/or installed without approval. Removal and/or replacement of non-approved materials or products will be at Subcontractor's expense.

2.2. Record Drawings:

2.2.1. Subcontractor shall keep one complete set of the contract working drawings on the jobsite or stored electronically on which they shall record any deviations or changes from such contract drawings made during construction.

2.2.2. Record drawings shall be kept clean and undamaged and shall not be used for any purpose other than recording deviations from working drawings.

2.2.3. After the Project is completed these sets of record drawings shall be delivered to the Contractor in good condition, as a permanent record of the installation as actually constructed.

2.3. **Permits**: Subcontractor shall arrange and pay for all engineering, licensing, permits, bonds, tests and inspections as required by the governing authorities for the execution of the Work under this Agreement.

ARTICLE 3. PAYMENT TERMS

3.1. Contractor shall pay Subcontractor Subcontract Price as described in **Exhibit A**. The Subcontract Price shall not be increased based upon future increases in the costs or pricing for Subcontractor's materials or labor under the theories of force majeure, impracticability or impossibility of performance, or as result of the impacts of supply chain issues, pandemics or other factors not within Subcontractor's control.

3.2. Subcontractor shall submit to Contractor for Contractor's review and approval a proposed schedule of values for the Work identifying the various components of the Work, including quantities, aggregating the Subcontract Price. In Contractor's discretion, Progress payments shall be based on the approved schedule of values. The proposed schedule of values shall be submitted prior to submittal of Subcontractor's first application for payment.

3.3. Subcontractor shall accompany each application for payment with (i) an itemization of the labor, materials and other charges comprising the Work for which payment is being requested; (ii) evidence satisfactory to Contractor that all of Subcontractor's independent contractors, subcontractors, employees, material suppliers, and laborers ("Subcontractor Vendors") have been paid in full; (ii) if applicable, documents complying with any Payroll Requirements in proper form and all other similar documents required by the Owner or federal or state law; and (iii) all other documentation Contractor

reasonably requires. Subcontractor agrees to utilize any electronic means used by Owner or Contractor for submitting certified payrolls and other information. Payments made on account of materials delivered or Work completed shall not be construed as acceptance of defective or faulty workmanship or materials. Contractor, in its sole discretion, may make payment directly to Subcontractor Vendors and deduct the amount of said direct payment from the amounts owed to Subcontractor. Simultaneous with receiving a payment from Contractor, Subcontractor shall provide Contractor with lien waivers signed by Subcontractor and Subcontractor Vendors in connection with said payment.

3.4. **Payment Schedule**: Subcontractor must submit invoices to Contractor no more than monthly for completed Work for which Subcontractor seeks payment. Invoices shall be due no later than the 25th of the month. Upon receipt of payment from Owner, Contractor shall pay Subcontractor all undisputed amounts within ten (10) days after Contractor receives payment from the Owner for Subcontractor's timely invoiced Work. Subcontractor must be in compliance with Article 11 before any payment of any invoice shall be paid to Subcontractor and Contractor may hold a percentage of Subcontractor's payment necessary to cover the labor portion of the Work until the appropriate insurance evidence is provided. Notwithstanding the foregoing, Contractor and the Subcontractor expressly agree that Contractor's receipt of payment from the Owner for the Subcontractor's work is an absolute condition precedent to the Subcontractor's right to receive payment from Contractor of any and all monies otherwise payable to the Subcontractor under this Subcontract, be they progress payments or final payment, except to the extent that the Owner's/Prime Contractor's failure to make payment to Contractor for the Subcontractor's work was due to the fault of Contractor. The Subcontractor acknowledges that it has accepted the risk of the Owner's/Prime Contractor's insolvency or other inability to pay for the Subcontractor's work and that Contractor does not bear any portion of such risk.

3.5. **Retainage**: Subcontractor agrees that Contractor may hold back five percent (5%) retainage from progress payments in Contractor's sole discretion or as required by the Project Documents.

3.6. **Withholding**: Contractor may withhold from payment(s) to Subcontractor up to one hundred fifty percent (150%) of all costs and expenses, including Contractor's attorneys' fees, related to any claims, issues or defective workmanship caused or allegedly caused by Subcontractor or otherwise arising out of the Work or related to Subcontractor's other failure to comply with the terms of this Agreement, including but not limited to failure to comply with any applicable Payroll Requirements.

3.7. **Cooperation**: Subcontractor agrees to cooperate with Contractor in all efforts (including appeals) to obtain payment or a final judgment or other award against the Owner for unpaid amounts due to Contractor.

3.8. **Final Payment**: Final payment shall be made to Subcontractor after the Project is fully complete and accepted by Contractor and Owner. Subcontractor shall provide all final invoices and Contractor's inspection checklists signed by Subcontractor for the Project to Contractor no less than three (3) days after Contractor's request. If Subcontractor's Work is not complete, the amount necessary to complete the Work will be deducted from the Subcontract Price. Contractor shall not be obligated to pay any of Subcontractor's invoices provided to Contractor after Contractor has collected the final payment for the Project from the Owner. In addition to the contingencies set forth in this Section, Subcontractor agrees that all progress payments and final payment to Subcontractor are contingent upon and subject to Contractor's and Owner's/Prime Contractor's acceptance of the Work.

ARTICLE 4. TIME OF COMPLETION

4.1 Subcontractor shall commence its work as soon as the Project is ready for such work or, within three (3) days after notification from Contractor. Subcontractor shall keep an adequately sized and properly trained crew on the Project Site so as to complete its Work and the Project within the number of days specified in the Project Documents and/or the Project schedule Contractor or Design Professionals prepares ("Project Schedule") contained in the Project Documents. Subcontractor's Work shall be performed in strict compliance with the Project Schedule. Contractor or Design Professionals may amend or modify the Project Schedule as necessary to accommodate the Project Documents and any Change Orders, and Subcontractor shall comply and perform the Work in accordance with any Project Schedule modifications at no additional cost to Contractor or Owner unless such additional cost is

agreed to pursuant to a written Change Order under Article 5. Subcontractor understands that multiple mobilizations may be required. When, at the sole discretion of the Contractor, it becomes necessary to accelerate the Work, Subcontractor shall increase its work force or transfer personnel an equipment to other points of the Project in order to comply with Contractor's directions. The Contractor's or any Design Professional's decision or interpretation as to the true construction and meaning of the Project Documents shall be final. Time is of the essence in connection with this Agreement and any Addenda, and Subcontractor shall perform all Work in accordance with the dates and deadlines indicated in the Project Schedule or as otherwise directed by Contractor unless Contractor provides written notice to the contrary. It is Subcontractor's responsibility to ensure that all materials are procured to avoid 1) added material costs from Subcontractor's vendors and/or manufacturers; and 2) lead times that impact the Project Schedule.

4.2 Subcontractor shall be responsible to reimburse and shall pay Contractor for all additional costs or damages Contractor incurs as a result, in whole or in part, of Subcontractor's failure to perform in accordance with the Project Schedule. Subcontractor shall verify that the necessary materials and labor for its Work are available or present at the Project Site. Material to be delivered to the jobsite. Delivery to be when the Contractor is ready to accept the material onsite. Material to be distributed to the install location and/or as requested by the Contractor. Subcontractor shall provide immediate notice to Contractor and other subcontractors or vendors ("Other Trades") working on the Project if Subcontractor will not perform in accordance with the Project Schedule or if any of Subcontractor's unfinished work, materials or equipment will block access for or otherwise impede or delay the work of Other Trades on the Project. Subcontractor shall not be entitled to any extension of time unless a written claim is presented to Contractor within 72 hours after the commencement of such delay.

4.3 Subcontractor's sole remedy in the event it experiences delays in completing its Work shall be an extension of time, and in no event shall Subcontractor be entitled to any compensation or claim of damages related to delays, and Subcontractor hereby waives all such claims. No extension to the Project Schedule as it relates to Subcontractor's Work shall be made unless immediate written notice of the delay is presented to Contractor after the commencement of the delay ("Delay Notice"). Notwithstanding the foregoing, under no circumstances shall an extension of time be granted in an amount which will prevent Contractor from completing the Project within the time provided in the Prime Contract or otherwise required of Contractor under the Project Schedule. If Subcontractor fails to immediately provide a Delay Notice then Subcontractor shall be deemed to have waived all claims for an extension of time related to such delay.

ARTICLE 5. CHANGE ORDERS

5.1 All changes to the Work, additional Work beyond the Scope of the Project Documents, or any increase or decrease in the Subcontract Price ("Change in the Work") must be documented pursuant to a written Change Order provided by Contractor. Unless the Change in the Work as has been approved by Contractor through a Change Order, Subcontractor shall not i) proceed with any Change in the Work, or ii) include in an application for payment any costs or other charges related to any Change in the Work. If there is a change in the Subcontract Price related to a Change in the Work, such change must be submitted by Subcontractor to Contractor no later than ten (10) days, unless noted otherwise, from the time the change is identified by or known to Subcontractor ("Change Request Period"). If the Subcontractor fails to submit the requested change in Subcontract Price within the Change Request Period, Contractor shall determine an amount to paid, if any, for the applicable Change in the Work and the Subcontractor will be limited to such amount as determined by Contractor. Any Change in the Work Subcontractor performs shall be at Subcontractor's sole risk and expense unless a corresponding Change Order is provided by the Contractor prior to the performance of the Change in the Work. No alterations, additions, or small changes may be made in the Work or method of the performance without a written Change Order provided by the Contractor.

5.2 If the Subcontract Price will increase as a result of a Change Order, Subcontractor shall provide sufficient detail of the basis for the increase in the Purchase Price to satisfy Contractor, in Contractor's sole discretion, and Subcontractor represents that such increase in Purchase Price shall be sufficient to cover and encompass all necessary labor and materials to complete the Change in the Work permitted by the Change Order, unless otherwise noted and agreed to in writing by Contractor. Such sufficient detail may include, but not be limited to: units, unit rates, hours, hourly rates, markups, small

tool charges, delivery charges, detailed description, etc. or as requested to satisfy the Contractor, Owner or Design Professional. Labor rates shall be no higher than the current rates established by applicable collective bargaining agreements or the current prevailing wage rates published by Project State. Subcontractor's overhead and profit on any Change in the Work shall be limited to a maximum of ten percent (10%) or the amount stated in the Contract Documents, whichever is less. Contractor shall not be liable or responsible to pay for any Change in the Work not documented by a Change Order. Subcontractor shall notify Contractor in writing, within the Change Request Period, if Subcontractor believes any Change in the Work will be necessary. Subcontractor shall also inform Contractor if any Change in the Work requested by Contractor, Owner or Design Professionals will cause an increase in the Subcontract Price. If Subcontractor fails to inform Contractor within the Change Request Time that the Change in the Work will increase and would not be included in the Subcontract Price, then neither Contractor nor Owner shall be liable to pay Subcontractor for any such Change in the Work that exceeds the Subcontract Price unless and until the Owner executes a Change Order regarding and actually pays Contractor for said Change in the Work. A Change Order must be approved by Contractor and Owner, and provided by Contractor prior to the performance of any Change in the Work. Subcontractor shall not take direction or instruction or requests for Change in the Work from Owner or Design Professionals, and shall not agree with Owner or Design Professionals to perform any Change in the Work, or incur any additional expenses Owner or Design Professionals might request unless Contractor approves such Change in the Work and it is documented by a Change Order. Subcontractor shall not discuss changes in the Project Documents with or quote prices for such changes to Owner or Design Professionals without Contractor's specific written authorization.

ARTICLE 6. INSPECTION OF WORK AND QUALITY OF WORKMANSHIP

6.1 Subcontractor shall properly inspect its Work and ensure that it has been performed in a good and workmanlike manner and in accordance with the Project Documents, and that such Work complies with and passes all applicable national, state or local codes ("Codes") and commonly recognized and accepted industry standards regarding the Work.

6.2 Subcontractor shall procure, coordinate and obtain all required inspections related to its Work and shall promptly notify Contractor of the date and time of any such inspections. Subcontractor or the Subcontractor Representative must meet with any inspectors to perform any required inspections.

6.3 Subcontractor's Work shall be performed in a good, skillful, prompt, diligent, and workmanlike manner so as not to interfere with or delay the Work of the Contractor, the Owner or the Work of Other Trades, and shall be performed in strict accordance with the Project Documents and Codes. Any work that will disrupt and/or impact others shall be coordinated with Contractor a minimum of four (4) weeks in advance. All Work and materials provided as part of the Work are subject to Contractor's and Owner's satisfaction and acceptance. Notwithstanding the foregoing, acceptance of and payment for completed Work shall not discharge Subcontractor's obligation to provide satisfactory materials and/or Work and to remedy subsequently discovered defects, or limit any warranties stated in this Agreement. No payment made under this Agreement shall imply the proper performance of Work under this Agreement, either in whole or in part, and no payment shall be construed to be an acceptance of defective or improper Work or materials. Subcontractor acknowledges that the quality of its workmanship and materials is of prime importance and failure to provide Work acceptable to Contractor and Owner shall be a breach of this Agreement. Subcontractor warrants and guarantees that the materials it supplies shall be new, free of defects, and of equal to or greater quality than as specified in the Project Documents or as otherwise communicated by Contractor.

6.4 Subcontractor shall be responsible to properly store and care for its own materials and Contractor's materials in Subcontractor's custody or control. Subcontractor shall store materials and equipment at the Project Site in areas Contractor designates. Subcontractor shall retain and bear all risk of loss of and damage to any materials and equipment it stores on the Project Site.

6.5 Before performing any aspect of the Work, Subcontractor shall confer with Contractor to verify and confirm that:

6.5.1 Subcontractor is using and supplying the correct materials for the Work; and

6.5.2 That Subcontractor understands and will comply with the correct layout and/or any special conditions associated with the Work and the Project.

6.5.3 If Subcontractor fails to comply with Sections 6.5.1 and 6.5.2 and installs incorrect materials or incorrectly performs the Work, Subcontractor shall immediately, upon receipt of written notice of improper work, replace the applicable materials and correct the applicable Work at its sole expense, including but not limited to the cost of demolishing, repairing and otherwise again completing all work by Other Trades affected by Subcontractor's errors.

6.6 Before beginning its Work, Subcontractor shall inspect previous work by Other Trades to ensure that nothing about said work will prevent Subcontractor from performing according to the terms of this Agreement, the Addenda, and the Project Documents. By commencing its Work for a Project, Subcontractor accepts the condition of all base surfaces and acknowledges that they are acceptable to receive its Work. After such acceptance, Subcontractor shall be responsible for correcting and shall at its sole expense correct all unsatisfactory Work that does not meet Contractor's and/or Owner's/Prime Contractor's reasonable approval.

6.7 Subcontractor agrees to guarantee its performance under this Subcontract and the Work to the same extent that Contractor is obligated to guarantee its work under the General Contract, but in any event Subcontractor guarantees its Work against all defects in material or workmanship for a period of one (1) year from the later of the date of acceptance of the entire Project, or the applicable portion of the Subcontractor's Work, by the Owner.

6.8 Subcontractor shall promptly repair and/or replace at its sole expense all Work discovered to be i) substandard; ii) defective; iii) not performed in accordance with applicable construction codes and standards; iv) not performed in accordance with this Agreement or the Project Documents; or v) that otherwise a claim for negligence or breach of contract (collectively "Defective Work"). If any Defective Work is discovered before final payment has been made to Subcontractor for the Work, Contractor may withhold payment to Subcontractor until Defective Work is remedied. Contractor shall notify Subcontractor of any Defective Work in writing ("Defective Work Notice"). Subcontractor shall respond to all Defective Work Notices within twenty-four (24) hours of delivery as defined in Section 20.4.

6.9 **Punch Lists**: The Contractor and/or Owner may inspect Subcontractor's Work and may issue a Punch List describing all items requiring correction ("Punch List"). Subcontractor shall immediately address, complete, and correct the Punch List items so as to prevent any delays in the Work, construction of the Project and/or scheduling of other subcontractors or trades. Time is of the essence in addressing, completing and correcting any Punch List items. If Subcontractor fails to complete any Punch List in accordance with this section, Contractor may hire another subcontractor to complete the Punch List and all costs associated therewith shall be back charged to Subcontractor and set off against and deducted from any payments due to Subcontractor under this Agreement. Subcontractor's Work shall not be considered complete, and Contractor shall not be required to pay Subcontractor unless and until all Punch List items are completed by Subcontractor and approved by Contractor and/or Owner.

ARTICLE 7. CLEAN-UP

7.1. Subcontractor shall clean up all of its debris and trash, including but not limited to its Project waste and debris related to its Work, lunch or snack trash, drink cans, food wrappers and any similar items (collectively "Debris") prior to leaving the Project each day. Upon completion of one or more phases of its Work, Subcontractor shall remove from the Project Site all Debris, and all surplus materials, tools, supplies and equipment belonging to Subcontractor. If Subcontractor fails to remove its Debris Contractor may clean up or otherwise dispose of the Debris at a rate of $100.00 per hour, which amounts shall be assessed and back charged to Subcontractor. Contractor shall provide, at its expense, a trash container for Subcontractor to place its Debris.

7.2. Unless otherwise provided in this Agreement or the Project Documents, Subcontractor shall be responsible for the management and disposal, of any and all hazardous waste generated by its Work, including the costs of all such management and disposal. Subcontractor acknowledges that if its Work generates hazardous waste, it may be required to register with the EPA to be licensed as a Hazardous Waste Generator as required by law, or alternatively at Subcontractor's sole expense contract with a third party qualified to dispose of such hazardous waste.

ARTICLE 8. PROJECT SAFETY

8.1. Subcontractor acknowledges receipt of and that it has read Contractor's Safety Plan. Subcontractor shall exercise all precautions necessary to prevent accidents or injuries to itself, its workers, and to others. Subcontractor shall at its own expense comply with the Safety Plan any and all current applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property, including but not limited to the Occupational Safety and Health Act, state OSHA plan required programs, and all laws, rules and regulations amendatory and supplementary thereto (collectively "Safety Regulations"). Additionally, Subcontractor shall comply with any and all other safety initiatives, rules, and procedures implemented by Contractor, and those required by the Contract Documents. In the event a conflict arises between any of the aforementioned requirements, the most stringent or strictest interpretation shall be followed. Subcontractor shall defend, hold Contractor harmless from, and be responsible for penalties of any nature assessed by such agencies for noncompliance with Safety Regulations by Subcontractor or its employees, agents, subcontractors, vendors or suppliers. Without limiting the foregoing, Subcontractor shall be solely responsible for and comply with all Safety Regulations applicable to Subcontractor's Work.

8.2. Subcontractor shall have a responsible, competent representative on site at all times whose duties shall be to oversee safety, health and the prevention of accidents for their organization. Subcontractor's Project Supervisor or Foreman shall be that representative, unless Contractor is notified otherwise, and has full and complete responsibility for the safety and health of their employees and the employees of all lower-tier subcontractors. In no case will the presence of any Contractor employees relieve the Subcontractor's Supervisor or Foreman of their responsibility.

8.3. Subcontractor acknowledges that it has had an opportunity to review the Contract Documents and existing conditions prior to beginning their work. Further, Subcontractor will inspect jobsite conditions prior to beginning their work and throughout the performance of their work to identify any hazards. Subcontractor acknowledges that it either has an existing safety or health compliance program and/or procedure for each hazard, or will develop one prior to beginning their work.

8.4. Subcontractor acknowledges that it has, or will, conduct all training required for its employees for any hazards that they may be exposed to at the jobsite, as required by current Occupational Safety and Health Act regulations; and all applicable state and local statutes, regulations and ordinances, and will maintain all documentation required for such training and make it available for inspection by Contractor, if requested.

8.5. Subcontractor shall have copies, on site, of all equipment and/or training certifications for each employee operating equipment and/or tools on site that requires certification, including but not limited to: aerial work platforms, forklifts, cranes, earthmoving and/or other heavy equipment, and powder actuated devices.

8.6. Subcontractor shall ensure their employees, and the employees of lower-tier subcontractors are all equipped with and using proper PPE which are all compliant with current standards.

8.7. Subcontractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

8.7.1. Everyone on the work site and all other persons who may be affected thereby;

8.7.2. All the work and all materials and equipment to be incorporated herein, whether in storage on or off the site, under the care, custody or control of Subcontractor or any of their lower-tier subcontractors, and;

8.7.3. Other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

8.7.4. Subcontractor shall erect and maintain as required by existing conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs and

other warnings against hazards, promulgating safety regulations, and notifying any parties which might be affected by the work of Subcontractor.

8.7.5. Subcontractor shall maintain and replace all safety protection systems damaged or removed by their operations.

8.8. All damage or loss to any property caused in whole or in part by Subcontractor or any of their lower-tier subcontractors or anyone directly or indirectly employed by any of them shall be remedied by Subcontractor at Subcontractor's sole expense.

8.9. In addition to any state OSHA or other jurisdictional notification requirements, Subcontractor shall report all accidents/near-misses, property damage, and general public incidents to the Contractor's Superintendent immediately. A written accident investigation report shall be submitted to Contractor within 24 hours of all accident/near-misses, property damage, and general public incidents.

8.10. Subcontractor shall have each employee working on the site attend a Contractor site safety orientation prior to commencing work on site. The site safety orientation will be performed at the Contractor's jobsite office. This orientation shall apply to general instructions regarding safety rules of the Project. Subcontractor shall conduct daily safety meetings with all their employees and lower-tier subcontractor employees.

8.11. Prior to beginning their work Subcontractor shall perform a Job Hazard Analysis encompassing the complete scope of their work as it relates to the specific jobsite conditions.

8.12. Subcontractor shall conduct periodic (frequency determined by activity and equipment utilized) jobsite safety inspections of their work area and the work area of their lower-tier subcontractors. The inspections shall be documented. Contractor reserves the right to request copies of this documentation upon request.

8.13. Subcontractors or their employee(s) involved in unsafe acts or conditions may be directed to cease the work activity(s) until the condition(s) is brought into compliance with the safety requirements and regulations. The costs to bring the work activity into compliance shall be incurred by Subcontractor and at no time will costs be charged to Contractor. If Subcontractor fails to take the necessary actions to correct unsafe conditions, Contractor may correct the deficiency and back-charge Subcontractor.

8.14. Any employee of a Subcontractor who refuses to comply with any of Contractor's jobsite safety rules including the wearing of proper personal protective equipment, clothing, and footwear; and safe handling of equipment and tools will be removed from the jobsite.

8.15. Additionally, anyone may be removed from the jobsite for such things as: criminal activities, fighting, harassment, and/or any other disruptive behavior.

8.16. If any of Subcontractor's employees are removed from the Project as a result of safety violations, they cannot be transferred to another Project being constructed by Contractor.

8.17. The removal of any Subcontractor's employees from the Project shall in no manner affect Subcontractor's obligation to perform its work in accordance with the Project Schedule.

8.18. The failure of Contractor to take any such action shall in no manner relieve Subcontractor of any of its safety responsibilities set forth in this Subcontract.

ARTICLE 9. PAYMENT FOR LABOR, MATERIALS, SERVICES, AND TAXES

9.1. Payments from Contractor to Subcontractor are exclusive of any present or future federal, state, county, municipal, or other income, sales, use, excise, employment or similar taxes with respect to the services, materials or labor Subcontractor or its employees, officers, directors, owners, agents or Subcontractor Vendors provide under this Agreement. Subcontractor shall independently comply with all such tax requirements and directly pay any such tax obligations. Neither the Subcontractor nor its employees, officers, directors, owners, agents, Subcontractor Vendors shall be deemed employees of Contractor. Contractor shall not be liable for wage withholding and shall pay Subcontractor based on invoices Subcontractor submits. Contractor may provide Subcontractor with a 1099 form, as required by federal and state law, or such other forms as required, if any, reflecting payments made to

Subcontractor under this Agreement. Subcontractor shall indemnify, hold harmless and defend Contractor against any and all taxes payable in connection with Subcontractor or its employees, officers, directors, owners, agents or Subcontractor Vendors.

9.2. Subcontractor shall promptly pay its employees and other Subcontractor Vendors to ensure that the Project and Owner's/Prime Contractor's real property remain free and clear of all claims, encumbrances, mechanics' liens and bond claims. Subcontractor shall further hold in trust any payment from Contractor for amounts owed to Subcontractor Vendors related to the Work and will promptly pay all Subcontractor Vendors and secure lien waivers, thereby preventing any mechanics' lien or payment bond claims, and remove any mechanic's liens or payment bond claims filed by its Subcontractor Vendors at its sole expense. Failure to comply with the terms of this Section will constitute a breach of this Agreement and the Contractor may at its option terminate the Agreement in accordance with Article 9. Contractor may also take such other protective measures as Contractor deems necessary, and Contractor may, at its option and without notice to Subcontractor, pay any unpaid amounts to Subcontractor Vendors and deduct from any amounts due to Subcontractor the amounts paid to Subcontractor Vendors and Contractor's or Owner's/Prime Contractor's costs and attorneys' fees associated with obtaining a lien waiver or satisfaction of a mechanic's lien, construction lien or bond claim. Further, Contractor may elect in its discretion to make direct payments to or issue joint checks in connection with any Subcontractor Vendors.

9.3. **Prevailing Wages / Certified Payroll Obligations**. If the Project is designated on page two of this Agreement as requiring payment of prevailing wages and/or submission of certified payroll documentation, the applicable requirements to which Subcontractor agrees and with which Subcontractor shall comply are attached hereto as **Exhibit C** ("Payroll Requirements").

9.4. **Payroll Records**. Subcontractor shall, within fifteen (15) days of a written request by Contractor provide Contractor with:

9.4.1. Payroll records containing sufficient information to prove Subcontractor's full payment of salary, wages (and if applicable fringe benefit contributions) to Subcontractor's employees pursuant to Minnesota Statutes Section 181.165;

9.4.2. Payroll records of any of Subcontractor's sub-subcontractors and vendors ("Vendors"), which contain sufficient information to prove the Vendors' full payment of salary, wages (and if applicable fringe benefit contributions) to the Vendor's employees pursuant to Minnesota Statutes Section 181.165;

9.4.3. The names of all employees and Vendors of the Subcontractor working on the Project, including the names of all those designated as independent contractors, and: i) the employee or Vendor's anticipated first date of work on the Project; (ii) their anticipated duration of the employee or Vendor's work on the Project; (iii) when applicable, any local unions with which and Vendor is a signatory contractor; and (iv) the name, email address, and telephone number for all employees and a primary contact person for all Vendors.

9.4.4. Failure to furnish the foregoing information shall constitute a breach of this Agreement and shall entitle Contractor to withhold payments from Subcontractor until compliance is achieved and shall be grounds for termination pursuant to the terms of this Agreement.

ARTICLE 10. INDEMNIFICATION

10.1. Subcontractor agrees to defend, indemnify, and hold Contractor and its officers, directors, shareholders, owners, members, employees, and agents, Contractor's surety, the Owner, and their consultants, agents and employees, including the Design Professionals ("Indemnified Parties") harmless from and against any and all claims, suits, losses or liability, including attorneys' fees and litigation expenses, for or on account of injury to or death of persons, including Subcontractor's employees, Subcontractor Vendors or their employees, or damage to or destruction of property, or any bond obtained for same, caused, in whole or in part, by any act or omission, or alleged act or

omission, of Subcontractor, its employees or agents, whether caused in part by a party indemnified hereunder, arising out of or relating to Subcontractor's Work.

10.2. To the fullest extent permitted by law, Subcontractor shall fully indemnify, defend, and hold harmless the Indemnified Parties for, from, and against any and all claims, demands, causes of action, damages (including without limitation any liquidated damages under the Project Documents), liens, bond claims, costs, penalties, fines, liability, and expenses, including without limitation reasonable attorneys' fees, which Indemnified Parties may at any time suffer or sustain or become liable for by reason of any damages or injury either to person (including death) or property, including without limitation the Project or adjoining property to the extent caused by Subcontractor's breach of this Agreement or its or its employees' or Subcontractor Vendors' negligent acts or omissions, even though the same may have resulted from the joint, concurring, or contributory act, omission, or negligence, whether passive or active, of Contractor, other Indemnified Parties or any other person or entity, unless the same was caused by an Indemnified Party's willful or intentional misconduct.

10.3. Subcontractor's indemnification and defense obligations hereunder shall apply during the term hereof and shall extend to all claims occurring after this Agreement is terminated, and shall continue until any and all causes of action against the Indemnified Parties are fully and finally barred by applicable statutes of limitation.

10.4. Subcontractor shall be responsible for damage to:

10.4.1. Construction work or materials of Contractor or other subcontractors, suppliers or vendors;

10.4.2. The property, buildings or structures on, adjacent or near the Project Site, to the extent the performance of their work directly or indirectly impacted the property, buildings or structures;

10.4.3. Bodily injury to members of the public, and/or workers or other persons or animals in the Project Site area, when such damage of injury occurs from carelessness or neglect of Subcontractor or its employees or Subcontractor Vendors.

10.5. Subcontractor waives all rights it might have against Contractor for loss or damage to Subcontractor's Work, property, materials, or equipment, unless such damage is caused by Contractor's willful or intentional acts. Neither Contractor nor Owner shall have any responsibility for theft, damage, destruction, or disposal of Subcontractor's equipment, tools, or materials.

10.6. If the conduct of Subcontractor, its employees, or Subcontractor Vendors causes damage to the Owner's/Prime Contractor's property or to any installed Work or materials, whether installed by Subcontractor or Other Trades, Subcontractor shall pay for all amounts necessary to replace or repair the damaged items.

10.7. The cost of any materials that Subcontractor, its employees, or Subcontractor Vendors waste or otherwise use inefficiently shall be deducted from and set off against any amounts due to Subcontractor.

ARTICLE 11. INSURANCE

11.1. During the term of this Agreement Subcontractor shall, at its own expense, maintain and carry the minimum insurance coverages described in and provide a Certificate of Insurance in substantially the form attached to **Exhibit B** on a project-specific basis as applicable and at all times that Subcontractor performs Work hereunder.

11.2. There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted and licensed in the Project State and shall be reasonably acceptable to Contractor. Subcontractor shall name Contractor and Owner as an additional insured on a primary and noncontributory basis.

11.3. Commercial General Liability insurance required under this Article 11 shall be on an occurrence basis and be on ISO Form CG 00 01 or its equivalent and include coverage for Products/Completed Operations which shall be maintained for a period of three (3) years after completion of the Work or such longer period as the contract documents may require and shall specifically cover as "insured

contracts" the Subcontractor's indemnity obligations under this Subcontract and other contractual indemnities assumed by the Subcontractor under the this Agreement and any contract documents. Policies written on a claims-made or modified claims-made basis are prohibited. The subcontractor shall endorse its Commercial General Liability policy to include the general aggregate limit to apply on a per-project basis. The Commercial General Liability policy shall prohibit exclusions for residential work. Commercial Automobile Liability insurance shall also include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's work, shall be maintained for a period of three (3) years after completion of the work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.

11.4. Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy. The Subcontractor shall endorse its Commercial General Liability policy to add the Contractor and the Owner as "additional insureds" with respect to liability arising out of (a) operations performed for the Contractor or the Owner by the Subcontractor, (b) acts or omissions of the Contractor or the Owner in connection with their general supervision of the Subcontractor's operations and (c) claims for bodily injury or death brought against the Contractor or the Owner by the Subcontractor's employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under this Subcontract. Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner and shall include completed operations. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy shall be on ISO Form CG 2010 07 04 and CG 2037 07 04 or its equivalent.

11.5. All Subcontractor insurance carriers must maintain an AM Best rating not less than A-VII. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation. The insurance coverage required under the above paragraph shall be on a project-specific basis of sufficient type, scope, and duration to ensure coverage for the Contractor or Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor or Owner in relation to the Project(s). If the Subcontractor fails to procure and maintain the insurance coverage set forth herein, Contractor may, but shall not be obligated to, obtain such insurance and back charge all costs for such insurance to the Subcontractor.

11.6. Subcontractor agrees to maintain the above insurance for the benefit of Contractor and Owner through the expiration of the applicable statute of repose. Each Certificate of Insurance shall provide that the insurer must give the Contractor at least 30 days prior written notice of cancellation and/or termination of the Contractor's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply the Contractor with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Contractor and Owner as set forth above. Additionally, and prior to commencement of the Work, the Subcontractor shall provide the Contractor with a Certificate of Insurance and the applicable insurance endorsement showing liability insurance coverage for the Subcontractor and any employees, agents, or Sub-Subcontractors of the Subcontractor for all insurance policies covered hereunder. Such Certificates of Insurance shall be in a form acceptable to the Contractor and shall provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including evidence that the Contractor, the Owner and the Design Professional have been added as "additional insureds." If requested, Subcontractor shall provide Contractor with copies of all of Subcontractor's insurance policies. Subcontractor shall be responsible to pay for all amounts of deductibles related to claims against any policies of insurance owned by Subcontractor, Contractor or Owner arising out of the Work or otherwise in whole or in part as result of the actions or inaction of Subcontractor or Subcontractor Vendors.

11.7. The Subcontractor agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, or in any manner connected with the Work provided for in this Subcontract or occurring or resulting from the use by the Subcontractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Owner, the Subcontractor, or third

parties, and to the fullest extent permitted by law, the Subcontractor agrees to defend, indemnify and save harmless the Contractor and the Owner, their agents and employees from all such claims, provided that any such liabilities, claims, damages, costs, loss or expense (1) are attributable to personal or bodily injury, sickness, disease or death of any person (including Subcontractor's employees), or damage to or destruction of tangible property, including the loss of use resulting therefrom and (2) are caused in whole or in part by any act or omission of Subcontractor, any sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the active or passive negligence of the Contractor or the Owner, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph, and the Subcontractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage as will insure the provisions of this Paragraph, to the fullest extent available.

11.8. In any and all claims against the Contractor or the Owner or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone for whose acts the Subcontractor may be liable, the indemnification under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under any Workers' or Workmen's Compensation acts, disability acts or other employee benefit acts.

11.9. To the extent of coverage afforded by commercial general liability insurance, worker's compensation insurance, builder's risk or any other first party property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of the Subcontractor, the Contractor or the Owner or their respective subcontractors and agents, the Contractor and the Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and the Contractor and any of their contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such first party insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

11.10. **Waiver of Subrogation**: Subcontractor shall obtain from each of its insurers a waiver of subrogation on all required insurance policies in favor of Contractor and Owner with respect to claims or losses arising out of or in connection with the Work or otherwise in whole or in part as result of the actions or inaction of Subcontractor or Subcontractor Vendors.

11.11. **Subcontractor Vendors' Insurance**: Subcontractor shall require and ensure that all Subcontractor Vendors providing Work on the Project Site also comply with the foregoing insurance and additional insured requirements. Subcontractor shall obtain a Certificate of Insurance from all such Subcontractor Vendors evidencing these requirements.

11.12. **No Exclusion for Subcontractor Vendor Work:** Subcontractor agrees, warrants and represents that in no event shall any of its policies of insurance exclude or purport to exclude coverage for the labor or materials supplied by Subcontractor Vendors.

11.13. **No Representation of Adequacy of Insurance Coverages**: The Contractor does not represent that any builder's risk or property insurance applicable to the Work, if any, is adequate to protect the interests of the Subcontractor. It shall be the obligation of the Subcontractor to determine whether such insurance is in effect and provides adequate protection for its insurable interests, or whether the Subcontractor should purchase and maintain supplementary property insurance that it deems necessary to protect its interests in the Work.

11.14. **Bonds**: If payment or performance bonds are stated to be required on page one of this Agreement, they shall be written with a penal sum equal to the Subcontract Price and delivered to the Contractor

upon request, but not later than seven (7) days before the Work is scheduled to commence. The premiums for the bonds shall be paid by Subcontractor and are included in the Subcontract Price.

ARTICLE 12. DEFAULT

12.1. If Contractor deems any one of the following items as true, Subcontractor shall be considered in default under this Agreement if Subcontractor:

12.1.1. Fails to follow or adhere to or otherwise breaches any terms of this Agreement, any Addenda, or the Project Documents including, but not limited to, meeting standards for quality of workmanship and materials and complying with the Project Schedule;

12.1.2. Is at any time adjudged insolvent, adjudicated as bankrupt, makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of its insolvency;

12.1.3. Refuses or neglects to supply a sufficient number of properly skilled workers, or a sufficient quantity of materials of proper quality;

12.1.4. Fails to make prompt payment to its subcontractors or suppliers for materials or labor or if a Subcontractor Vendor files a mechanic's lien or construction lien in connection with a Project which Subcontractor fails to satisfy or otherwise causes to be released within ten (10) days after the mechanic's lien is filed;

12.1.5. Fails in any respect to prosecute its Work with promptness and diligence;

12.1.6. Encounters any work stoppage caused by a strike, picketing, boycott or other voluntary or involuntary cessation of work by Subcontractor's employees or employees of Subcontractor Vendors which delays the progress of the Work; or

12.1.7. Persistently disregards laws, ordinances, rules, regulations, Codes, or orders of any public authority having jurisdiction.

12.2. If Subcontractor breaches the terms of this Agreement, Contractor may terminate this Agreement by providing written notice to Subcontractor ("Termination Notice"). This Agreement shall be deemed terminated if Subcontractor fails to cure or remedy the breach to Contractor's satisfaction within forty-eight (48) hours after Contractor provides the Termination Notice by personal delivery or facsimile or electronic mail transmission, or within seventy-two hours after Contractor provides the Termination Notice by regular mail.

12.3. Upon termination of this Agreement Contractor may self-perform and/or hire a third party to correct and/or complete Subcontractor's Work and deduct the cost thereof from any amounts then due or thereafter to become due to Subcontractor. For purposes of completing the Work Contractor may take possession and use of all of Subcontractor's drawings, materials, tools, equipment and appliances at the Project Site ("Subcontractor's Property"), and may employ any other person or persons to finish the Work using Subcontractor's Property.

12.4. Subcontractor shall not be entitled to receive any further payment under this Agreement until its Work has been completed. If the unpaid balance Contractor owes to Subcontractor exceeds Contractor's expenses in completing the Work, Contractor shall pay such excess to Subcontractor. If Contractor's expenses in completing the work exceed the unpaid balance Contractor owes to Subcontractor, then Subcontractor shall pay the difference to the Contractor within five (5) days after receiving written notice of the amount due. If Subcontractor fails to pay the amounts due hereunder within five (5) days, Contractor may set off against amounts it owes to Subcontractor on any and all Projects.

12.5. If this Agreement is terminated due to Subcontractor's breach, Subcontractor shall be responsible and liable for and shall pay all of Contractor's costs and/or damages, including but not limited to Contractor's attorneys' fees and costs.

12.6. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall at Contractor's option be settled and adjudicated by in accordance with Project Documents. If no dispute resolution process is described in the Project Documents, then at Contractor's sole option all disputes shall be settled and adjudicated through binding arbitration using the Construction Industry Rules of the American Arbitration Association but conducted through a private arbitration proceeding employing an arbitrator mutually agreeable to Contractor and Subcontractor. If Contractor elects to pursue binding arbitration, Contractor may commence the arbitration proceeding by serving a Demand for Arbitration upon Subcontractor, the service of which shall toll all applicable statutes of limitation regarding Contractor's potential claims against Subcontractor. Judgment upon an award rendered by an arbitrator may be entered in any court having jurisdiction. Alternatively, Contractor in its discretion may elect to settle any controversy or claim arising out of or relating to this Agreement, or the breach thereof, through the state or federal district courts having jurisdiction. Any claim by Subcontractor must be commenced by serving a demand for arbitration within ninety (90) days after the date that the alleged default by Contractor occurred or else all such claims and causes of action are hereby agreed to be waived and shall be void and barred.

12.7. Except to the extent federal law applies, the laws of the state where the Project is located ("Project State") shall govern this Agreement and, regardless of Subcontractor's registered office or business address, Subcontractor hereby submits to and agrees to be subject to jurisdiction in and of the state or federal courts in Project State and that any legal actions shall be venued in the Project State.

12.8. Should any part, term, or provision of this Agreement be held unenforceable or in conflict with any applicable laws, the validity of the remaining portions or provisions shall not be affected thereby. Notwithstanding the foregoing, at Contractor's option it may assert third-party indemnity and related claims ("Indemnity Claims") against Subcontractor in the state or federal courts in relation to or as part of any legal action between Contractor and an Owner or any other party, and Subcontractor agrees that the requirement of binding arbitration shall not apply to any Indemnity Claims in Contractor's sole discretion.

ARTICLE 13. CITIZENSHIP OR AUTHORIZATION TO WORK

13.1 Subcontractor warrants that all its employees and other Subcontractor Vendors are United States citizens or are otherwise authorized to work in the United States. Subcontractor is solely responsible to comply with the rules and regulations of the Immigration and Naturalization Service ("INS") of the United States Department of Justice, which includes verifying Subcontractor's employees' and possibly Subcontractor's independent contractors' eligibility to work in the United States. Subcontractor shall defend, indemnify and hold Contractor harmless from any and all immigration and citizenship issues in connection with Subcontractor or Subcontractor Vendors. A violation of this section shall be grounds for Contractor's immediate termination of this Agreement and Subcontractor's Work without a Termination Notice.

ARTICLE 14. INDEPENDENT CONTRACTOR STATUS

14.1 Subcontractor is an independent contractor and neither Subcontractor nor its employees nor any Subcontractor Vendors are, nor shall they be deemed to be, Contractor's employees. Subcontractor has complied with the licensing and/or registration requirements of independent contractors or construction contractors as required in the Project State and has provided or will provide Contractor with proof of the same upon signing this Agreement or otherwise upon Contractor's request.

ARTICLE 15. DRUG-FREE WORKPLACE

15.1. The Project Site is a drug-free workplace. Use of controlled substances, illegal drugs, or alcohol, and marijuana ("Prohibited Substances") on any Project Site is prohibited. Use or possession by Subcontractor, its employees or Subcontractor vendors of Prohibited Substances on a Project Site, shall entitle Contractor or Owner to require any applicable persons to immediately leave Project Site and shall constitute a breach of this Agreement.

ARTICLE 16. ASSIGNMENT

16.1. Subcontractor shall not sublet, assign, or transfer its rights, duties or obligations pursuant to this Agreement or any Addenda, or any part thereof, without Contractor's written consent. Any such assignment without Contractor's written consent is void. Subcontractor shall require any of its approved Subcontractor Vendors to execute a writing agreeing to be bound by the terms and conditions of this Agreement. Subcontractor shall be responsible for enforcing such compliance and for reimbursing Contractor for any and all damages resulting from noncompliance.

ARTICLE 17. MISCELLANEOUS

17.1. **Binding Effect**: This Agreement shall bind the parties hereto, their successive heirs, permitted successors and assigns.

17.2. **Conflict in Documents**: The terms of this Agreement shall control in the event of any conflict between the terms of this Agreement and the Project Document or any other agreement or document.

17.3. **Attorneys' Fees and Costs**: Contractor shall be entitled to recover from Subcontractor, and Subcontractor agrees to pay, Contractor's attorneys' fees, employee time, costs and expenses incurred in protecting Contractor's rights or otherwise enforcing this Agreement.

17.4. **Termination for Convenience:** Contractor may, at any time, terminate this Agreement for Contractor's convenience and without cause. Subcontractor shall be entitled to receive payment for Work properly executed through the date of termination for convenience, but shall not be entitled to and waives all claims for overhead and profit on the Work not yet executed through the date of termination for convenience.

17.5. **Notice**: Subcontractor shall provide written notice to Contractor of all claims for extras, for extensions of time and for damage for delays or otherwise in accordance with the General Contract, allowing Contractor to give timely notice to the Owner. Timely notice shall mean three (3) business days prior to the expiration of the relevant notice period in the General Contract. Any written notice which may be or is required to be given pursuant to the provisions of this Agreement shall be deemed sufficient if delivered or sent by facsimile, electronic mail ("E-mail"), personal delivery, or certified mail, postage prepaid, return receipt requested, to the address listed herein. Notices given by facsimile or E-mail shall be deemed delivered on the date they were transmitted. Notices given by personal delivery shall be deemed delivered on the date the personal delivery is made. Notices by certified mail shall be deemed delivered two (2) business days after the date of mailing. The parties mailing addresses are stated on Page one of this Agreement.

17.6. **Meetings**: Subcontractor to attend meetings as indicated within the Project Documents and/or as requested by the Contractor. Includes but not limited to, coordination meetings, pre-installation meetings, trade meetings, schedule meetings, etc. Attendees to include the subcontractors project manager, project foreman and any other necessary industry manufacturers' representatives.

17.7. **Closeout Documents**: Subcontractor to provide all requested closeout documents to Contractor no less than three (3) business days after Contractor's request.

IN WITNESS WHEREOF, Contractor and Subcontractor have executed this Agreement as of the date first written above.

TERRA GENERAL CONTRACTORS, LLC D/B/A TERRA CONSTRUCTION			**{FLPM2030_V.FL2030_VEN_BP_NAME}**	
By:			By:	
Printed Name:			Printed Name:	

Its:			Its:	
Dated:			Dated:	

EXHIBIT A

PAYMENT METHOD / SCOPE OF WORK

Payment Method:

{CONTRACT TYPE.UDF_FIELD_VALUE}

Subcontract Price: **$**{FLPM2030_V.FL2030_CONT_AMT_NUM}

Scope of Work:

{FLPM2030_V.FL2030_SCOPE_DESC}

EXHIBIT B

INSURANCE REQUIREMENTS

Commercial General Liability: To include, without limitation, comprehensive form; premises-operations, underground explosion and collapse hazard, products-completed operations, broad form property damage, and personal injury coverages. Subcontractor is required to name Contractor, Owner and Design Professional as an additional insured on a primary and noncontributory basis on a project-specific basis. The additional insured form should be blanket and incorporate the ISO CG 2010 and ISO CG 2037 (07/04 edition) language or its equivalents. Subcontractor agrees to maintain blanket additional insured coverage, products and completed operations coverage, and excess liability coverage as required by law in Project State.

	Each Occurrence	Aggregate (per project)
Bodily Injury and Property Damage Combined	$1,000,000	$2,000,000
Personal Injury	$1,000,000	$2,000,000
Damage to Rented Premises	$50,000	---
Medical Expenses	$5,000	---
Products-Completed Operations	$1,000,000	$2,000,000

Automobile Liability: To Include all owned autos (private passenger and other than private passenger), hired and non-owned auto.

	Per Occurrence	
Bodily Injury and Property Damage Combined	$1,000,000	

Excess Liability: To include all owned autos (private passenger and other than private passenger), hired and non-owned auto.

	Per Occurrence	Aggregate
Bodily Injury and Property Damage Combined	$1,000,000	$1,000,000

Workers' Compensation: To include coverage A-statutory (which may be satisfied by self-insurance program meeting the requirements of applicable State law) the greater of the amounts required by applicable law or as follows:

Coverage B		
Each Accident	$500,000	
Disease – Policy Limit	$500,000	
Disease – Each Employee	$500,000	

Pollution Liability: Required for Work involving all Earthwork, Site Utilities, Spray Foam Insulation, Plumbing, Fire Protection, and HVAC subcontracts.

	Per Occurrence	Aggregate
Pollution Liability	$1,000,000	$1,000,000

Professional Liability: Required for all design/build Work including Structural Precast Concrete, Structural Metal Framing, Structural Wood Framing, Plumbing, Fire Protection, HVAC and Electrical subcontract:

	Per Occurrence	Aggregate
Professional Liability	$1,000,000	$1,000,000

Employer's Liablity: Including "Stop Gap" coverage and USL&H, if applicable:

Each Accident Disease-policy limit Disease – each employee	$1,000,000 $1,000,000 $1,000,000	

EXHIBIT C

PREVAILING WAGE / CERTIFIED PAYROLL REQUIREMENTS

{PV WAGES.UDF_FIELD_VALUE}

END OF SECTION

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT ("Agreement") is entered into as of {FLPM2030_V.FL2030_ISSUED_DATE_MONTH} {FLPM2030_V.FL2030_ISSUED_DATE_DAY}, {FLPM2030_V.FL2030_ISSUED_DATE_YEAR} by and between:

TERRA GENERAL CONTRACTORS, LLC D/B/A TERRA CONSTRUCTION ("Contractor")	**{FLPM2030_V.FL2030_VEN_BP_NAME}** ("Subcontractor")
21025 Commerce Blvd., #1000 Rogers, MN 55374	{FLPM2030_V.FL2030_VENADD_ADD1}, {FLPM2030_V.FL2030_VENADD_ADD2} {FLPM2030_V.FL2030_VENADD_ADD3}, {FLPM2030_V.FL2030_VENADD_REGION_CODE} {FLPM2030_V.FL2030_VENADD_POSTAL_CODE}
Main Phone: 763.463.0220	Main Phone: {FLPM2030_V.FL2030_VENADD_PHONE}
Contractor Representative: {FLPM2030_V.FL2030_MNGR_CONT_NAME}	Subcontractor Representative: {FLPM2030_V.FL2030_VEN_CONTACT_NAME}
E-mail: {FLPM2030_V.FL2030_MNGR_EMAIL}	E-mail: {SYSCONTACT.SYSC_EMAIL1}
Project Number: **{FLPM2030_V.FL2030_JOB_CODE}**	

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regarding the following project ("Project"):

{FLPM2030_V.FL2030_JOB_NAME}
{FLPM2030_V.FL2030_PMP_ADD_LINE1}, {FLPM2030_V.FL2030_PMP_ADD_LINE2}
{FLPM2030_V.FL2030_PMP_ADD_LINE3}, {FLPM2030_V.FL2030_PMP_REGION_CODE}
{FLPM2030_V.FL2030_PMP_POSTAL_CODE}

involving the following additional persons or entities:

Owner:

{FLPM2030_V.FL2030_OWNER_PARTN_NAME} ("Owner")
{FLPM2030_V.FL2030_OWNER_ADD_LINE1}, {FLPM2030_V.FL2030_OWNER_ADD_LINE2}
{FLPM2030_V.FL2030_OWNER_ADD_LINE3}, {FLPM2030_V.FL2030_OWNER_REGION_CODE}
{FLPM2030_V.FL2030_OWNER_POSTAL_CODE}

Architect/Design Professional

{FLPM2030_V.FL2030_ARCH_PARTN_NAME} ("Design Professional")
{FLPM2030_V.FL2030_ARCH_ADD_LINE1}, {FLPM2030_V.FL2030_ARCH_ADD_LINE2}
{FLPM2030_V.FL2030_ARCH_ADD_LINE3}, {FLPM2030_V.FL2030_ARCH_REGION_CODE}
{FLPM2030_V.FL2030_ARCH_POSTAL_CODE}

Prevailing Wage / Certified Payroll Project: {PREVAILING WAGES/ CERT PAYROLL.UDF_FIELD_VALUE}

Pay application, sworn statement and reports must be emailed to Accounting at accounting@terragc.com by the 25th of each month to be processed prior to Contractor's payment deadline.

Payment Bond Required: {PAYMENT BOND.UDF_FIELD_VALUE}

Performance Bond Required: {PERFORMANCE BOND.UDF_FIELD_VALUE}

Parties to Be Named as Additional Insureds: {ADDITIONAL INSUREDS.UDF_FIELD_VALUE}

RECITALS

WHEREAS, Contractor desires to retain the services of the Subcontractor to provide the specific labor and materials set forth herein in connection with the Project and under the terms and conditions of this Agreement; and

WHEREAS, Subcontractor desires to provide such labor and materials for Contractor in connection with the Project, under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between Contractor and Subcontractor as follows:

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ARTICLE 1. SCOPE OF WORK

1.1. This Agreement shall govern all labor and materials Subcontractor provides ("Work") to Contractor for the Project.

1.2. Subcontractor understands and acknowledges that Contractor has entered into or will enter into an agreement ("Prime Contract") with the Owner or the Prime Contractor to perform the Project. Subcontractor agrees that it will be subject to and abide by the terms of the Prime Contract for the Project, and all incorporated or related documents, including but not limited to any plans, specifications and Project manuals or guidelines prepared by Contractor or any third-party architect, designer or engineer (collectively "Design Professionals") and Contractor's quality control inspection forms. The Prime Contract, along with all plans, specifications, general conditions, special conditions, schedules, contract cover letter, notice to proceed and all incorporated and related Project documents referenced herein are collectively referred to herein as the ("Project Documents"). Subcontractor acknowledges receipt of the Project Documents and that it has reviewed and understands them.

1.3. The scope of Subcontractor's Work for the Project is described and defined in attached **Exhibit A** ("Scope of Work"). Subcontractor's Work shall include all labor and materials necessary or incidental to completing the Scope of Work in a manner which complies with the Project Documents. Subcontractor shall not be authorized, nor is Subcontractor under any obligation, to complete any work which is outside the Scope of Work, except as set forth in Article 5 regarding Change Orders (defined below).

1.4. Subcontractor shall furnish all licenses, permits, labor, equipment, tools, and materials specified in the Project Documents, this Agreement, and as necessary to complete the Scope of Work.

1.5. Subcontractor shall supply a representative who shall be a qualified and professional tradesman for all contact with Owner and Contractor ("Subcontractor Representative"). Subcontractor shall at all times maintain a competent Subcontractor Representative at the site of the Project ("Project Site") who shall have full authority to act on any and all matters pertaining to the Work and whose acts shall be binding upon the Subcontractor to the fullest extent. Subcontractor shall not change the designated and approved Subcontractor Representative without Contractor's written consent. If Contractor determines that the Subcontractor Representative is not satisfactory for any reason

whatsoever, Contractor may in its sole discretion direct Subcontractor to immediately replace the Subcontractor Representative.

ARTICLE 2. SUBMITTALS AND RECORD DOCUMENTS

2.1. Subcontractor is required to provide, at its own expense, submittals, samples and mock-ups per the specifications and the requirements of the Project Documents (the "Submittals"), for all material or products being furnished in the Scope of Work for the Project. Subcontractor shall provide all Submittals no later than four (4) weeks from the date of this Agreement unless otherwise specified within the Project Documents. Any extension of time in providing the Submittals must be approved in writing by the Contractor in its sole and absolute discretion. Any partial Submittals shall be deemed incomplete. Specific color selections, color charts, samples, etc., are to be sent to Contractor's office via overnight delivery. All Submittals must be approved prior to fabrication. Subcontractor shall not fabricate any materials until return of the Submittals with Contractor's or Design Professionals' written approval; Subcontractor shall be responsible for all products or materials supplied and/or installed without Contractor's or Design Professionals' prior written approval and shall be responsible for removal and/or replacement of all non-approved materials and products at Subcontractor's sole expense and all other associated costs including but not limited to the cost of demolishing, repairing and otherwise again completing all work by Other Trades (defined below) affected. All Submittals should be sent directly to Contractor for approval by the Design Professional and/or Owner, including:

2.1.1. Plans and details signed by the responsible person licensed to prepare the respective documents showing sizes, locations, and clearances for the respective equipment, piping, ductwork, conduit, fixtures and all other valves, devices and/or accessories pertinent to the installation. Subcontractor to field verify existing conditions and field measure dimensions prior to fabrication of material, unless agreed to in writing by the Contractor. Subcontractor to verify and provide quantities of material required.

2.1.2. Shop drawings and/or product data for each specific material or item included in the Submittals.

2.2. Record Drawings:

2.2.1. Subcontractor shall keep one complete set of the Project drawings on the Project Site or stored electronically on which they shall record any deviations or changes from such original Project drawings made during performance of its Work.

2.2.2. Project drawings shall be kept clean and undamaged and shall not be used for any purpose other than recording deviations from the original Project drawings.

2.2.3. After the Project is completed these sets of Project drawings shall be delivered to the Contractor in good condition with all Subcontractor's deviations and changes from the original Project drawings recorded, as a permanent record of the installation as actually performed by Subcontractor.

2.3. **Permits**: Subcontractor shall arrange and pay for all engineering, licensing, permits, bonds, tests and inspections as required by the governing authorities for the execution of the Work under this Agreement.

ARTICLE 3. PAYMENT TERMS

3.1. Contractor shall pay Subcontractor the Subcontract Price as described in **Exhibit A**. The Subcontract Price shall not be increased based upon future increases in the costs or pricing for Subcontractor's materials or labor under the theories of force majeure, impracticability or impossibility of performance, or as result of the impacts of supply chain issues, pandemics or other factors not within Subcontractor's control.

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3.2. Subcontractor shall submit to Contractor for Contractor's review and approval a proposed schedule of values for the Work identifying the various components of the Work, including quantities, aggregating the Subcontract Price. In Contractor's discretion, Progress payments shall be based on the approved schedule of values. The proposed schedule of values shall be submitted prior to submittal of Subcontractor's first application for payment.

3.3. Subcontractor shall accompany each application for payment with (i) an itemization of the labor, materials and other charges comprising the Work for which payment is being requested; (ii) evidence satisfactory to Contractor that all of Subcontractor's independent contractors, subcontractors, employees, material suppliers, and laborers ("Subcontractor Vendors") have been paid in full; (iii) a completed Subcontractor's Sworn Statement utilizing the Contractors form; (iv) if applicable, documents complying with any Payroll Requirements (defined below) in proper form and all other similar documents required by the Owner or federal or state law; and (v) all other documentation Contractor reasonably requires. Subcontractor agrees to utilize any electronic means used by Owner or Contractor for submitting certified payrolls and other information. Payments made on account of materials delivered or Work completed shall not be construed as acceptance of defective or faulty workmanship or materials. Contractor, in its sole discretion, may make payment directly to Subcontractor Vendors and deduct the amount of said direct payment from the amounts owed to Subcontractor. Simultaneous with receiving a payment from Contractor, Subcontractor shall provide Contractor with lien waivers signed by Subcontractor and Subcontractor Vendors in connection with said payment, which lien waivers shall be a precondition of payment to Subcontractor.

3.4. **Payment Schedule**: Subcontractor must submit invoices to Contractor no more than monthly for completed Work for which Subcontractor seeks payment. Invoices shall be due no later than the 25th of the month. Upon receipt of payment from Owner, Contractor shall pay Subcontractor all undisputed amounts within ten (10) days after Contractor receives payment from the Owner for Subcontractor's timely invoiced Work. Subcontractor must be in compliance with Article 11 before any payment of any invoice shall be paid to the Subcontractor and Contractor may hold a percentage of Subcontractor's payment necessary to cover the labor portion of the Work until the appropriate insurance evidence is provided. Notwithstanding the foregoing, Contractor and the Subcontractor expressly agree that Contractor's receipt of payment from the Owner for the Subcontractor's Work is an absolute condition precedent to the Subcontractor's right to receive payment from Contractor of any and all monies otherwise payable to the Subcontractor under this Subcontract, be they progress payments or final payment, except to the extent that the Owner's/Prime Contractor's failure to make payment to Contractor for the Subcontractor's work was due to the fault of Contractor. The Subcontractor acknowledges that it has accepted the risk of the Owner's/Prime Contractor's insolvency or other inability to pay for the Subcontractor's Work and that Contractor does not bear any portion of such risk.

3.5. **Retainage**: Subcontractor agrees that Contractor may hold back five percent (5%) retainage from progress payments in Contractor's sole discretion or as required by the Project Documents.

3.6. **Withholding**: Contractor may withhold from payment(s) to Subcontractor up to two hundred fifty percent (250%) of all costs and expenses, in addition to Contractor's attorneys' fees, related to any claims, issues or defective workmanship caused or allegedly caused by Subcontractor or otherwise arising out of the Work or related to Subcontractor's other failure to comply with the terms of this Agreement or the Project Documents, including but not limited to failure to comply with any applicable Payroll Requirements.

3.7. **Cooperation**: Subcontractor agrees to cooperate with Contractor in all efforts (including appeals) to obtain payment or a final judgment or other award against the Owner for unpaid amounts due to Contractor.

3.8. **Final Payment**: Final payment shall be made to Subcontractor after the Project is fully complete and accepted by Contractor and Owner. Subcontractor shall provide all final invoices and Contractor's inspection checklists signed by Subcontractor for the Project to Contractor no less

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than three (3) days after Contractor's request. If Subcontractor's Work is not complete, the amount necessary to complete the Work will be deducted from the Subcontract Price. Contractor shall not be obligated to pay any of Subcontractor's invoices provided to Contractor after Contractor has collected the final payment for the Project from the Owner. In addition to the contingencies set forth in this Article, Subcontractor agrees that all progress payments and final payment to Subcontractor are contingent upon and subject to Contractor's and Owner's/Prime Contractor's acceptance of the Work.

ARTICLE 4. TIME OF COMPLETION

4.1 Subcontractor shall commence performance of the Work upon the earlier of the following: as soon as the Project is ready for such work; the date provided in the Project Documents; or within three (3) days after notification from Contractor. Subcontractor shall keep an adequately sized and properly trained crew on the Project Site so as to complete its Work and the Project within the number of days specified in the Project Documents and/or the Project schedule Contractor or Design Professionals prepares ("Project Schedule") contained in the Project Documents. Subcontractor's Work shall be performed in strict compliance with the Project Schedule. Contractor or Design Professionals may amend or modify the Project Schedule as necessary to accommodate the Project Documents and any Change Orders, and Subcontractor shall comply and perform the Work in accordance with any Project Schedule modifications at no additional cost to Contractor or Owner unless such additional cost is agreed to pursuant to a written Change Order under Article 5. Subcontractor understands that multiple mobilizations may be required. When, at the sole discretion of the Contractor, it becomes necessary to accelerate the Work, Subcontractor shall increase its work force or transfer personnel and equipment to other points of the Project in order to comply with Contractor's directions. The Contractor's or any Design Professional's decision or interpretation as to the true construction and meaning of the Project Documents shall be final. Time is of the essence in connection with this Agreement and any Addenda, and Subcontractor shall perform all Work in accordance with the dates and deadlines indicated in the Project Schedule or as otherwise directed by Contractor, unless Subcontractor provides written notice to the contrary. It is Subcontractor's responsibility to ensure that all materials are procured to avoid 1) added material costs from Subcontractor's vendors and/or manufacturers; and 2) lead times that impact the Project Schedule.

4.2 Subcontractor shall be responsible to reimburse and shall pay Contractor for all additional costs or damages Contractor incurs as a result, in whole or in part, of Subcontractor's failure to perform in accordance with the Project Schedule. Subcontractor shall verify that the necessary materials and labor for its Work are available or present at the Project Site. Material shall be delivered to the Project Site when the Contractor is ready to accept the material at the Project Site. Materials shall be distributed to the Job Site and/or as requested by the Contractor. Subcontractor shall provide immediate notice to Contractor and other subcontractors or vendors ("Other Trades") working on the Project if Subcontractor will not perform in accordance with the Project Schedule or if any of Subcontractor's unfinished work, materials or equipment will block access for or otherwise impede or delay the work of Other Trades on the Project.

4.3 Subcontractor's sole remedy in the event it experiences delays in completing its Work shall be to request an extension of time from Contractor as provided for below. In no event shall Subcontractor be entitled to any compensation or claim of damages related to delays, and Subcontractor hereby waives all such claims. No extension to the Project Schedule as it relates to Subcontractor's Work shall be made unless immediate written notice of the delay and a request for additional time is presented to Contractor upon commencement of the delay ("Delay Notice"), which request may be conditioned, delayed or denied by Contractor in its sole discretion. Notwithstanding the foregoing, under no circumstances shall an extension of time be granted in an amount which will prevent Contractor from completing the Project within the time provided in the Prime Contract or otherwise required of Contractor under the Project Schedule. If Subcontractor fails to immediately provide a Delay Notice then Subcontractor shall be deemed to have waived all claims for an extension of time related to such delay.

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ARTICLE 5. CHANGE ORDERS

5.1 All changes to the Work, additional Work beyond the Scope of Work of the Project Documents, or any increase or decrease in the Subcontract Price ("Change in the Work") must be documented pursuant to a written change order provided by Contractor ("Change Order"). Unless the Change in the Work has been approved by Contractor through a Change Order, Subcontractor shall not (i) proceed with any Change in the Work, or (ii) include in an application for payment any costs or other charges related to any Change in the Work. If there is a change in the Subcontract Price related to a Change in the Work, such change must be submitted in writing by Subcontractor to Contractor no later than ten (10) days from the time the change is identified by or known to Subcontractor ("Change Request Period"). If the Subcontractor fails to submit the requested change in Subcontract Price within the Change Request Period, Contractor shall determine an amount to paid in its sole discretion, if any, for the applicable Change in the Work and the Subcontractor will be limited to such amount as determined by Contractor. Any Change in the Work Subcontractor performs shall be at Subcontractor's sole risk and expense unless a corresponding Change Order is provided by the Contractor prior to the performance of the Change in the Work. No alterations, additions, or small changes may be made in the Work or method of the performance without a written Change Order provided by the Contractor.

5.2 If the Subcontract Price will increase as a result of a Change Order, Subcontractor shall provide sufficient detail of the basis for the increase in the Purchase Price to satisfy Contractor, in Contractor's sole discretion, and Subcontractor represents that such increase in Purchase Price shall be sufficient to cover and encompass all necessary labor and materials to complete the Change in the Work permitted by the Change Order, unless otherwise noted and agreed to in writing by Contractor. Such sufficient detail may include, but not be limited to: units, unit rates, hours, hourly rates, markups, small tool charges, delivery charges, detailed description, etc. or as requested to satisfy the Contractor, Owner or Design Professional. Labor rates shall be no higher than the current rates established by applicable collective bargaining agreements or the current prevailing wage rates published by Project State (defined below). Subcontractor's overhead and profit on any Change in the Work shall be limited to a maximum of ten percent (10%) or the amount stated in the Project Documents, whichever is less. Contractor shall not be liable or responsible to pay for any Change in the Work not documented by a Change Order. Subcontractor shall notify Contractor in writing, within the Change Request Period, if Subcontractor believes any Change in the Work will be necessary. Subcontractor shall also inform Contractor if any Change in the Work requested by Contractor, Owner or Design Professionals will cause an increase in the Subcontract Price. If Subcontractor fails to inform Contractor within the Change Request Period that the Change in the Work will increase and would not be included in the Subcontract Price, then neither Contractor nor Owner shall be liable to pay Subcontractor for any such Change in the Work that exceeds the Subcontract Price unless and until the Owner executes a Change Order regarding and actually pays Contractor for said Change in the Work. A Change Order must be approved by Contractor and Owner and provided by Contractor prior to the performance of any Change in the Work. Subcontractor shall not take direction or instruction or requests for Change in the Work from Owner or Design Professionals, and shall not agree with Owner or Design Professionals to perform any Change in the Work, or incur any additional expenses Owner or Design Professionals might request unless Contractor approves such Change in the Work and it is documented by a Change Order. Subcontractor shall not discuss changes in the Project Documents with or quote prices for such changes to Owner or Design Professionals without Contractor's specific written authorization.

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ARTICLE 6. INSPECTION OF WORK AND QUALITY OF WORKMANSHIP

6.1 Subcontractor shall properly inspect its Work and ensure that it has been performed in a good and workmanlike manner and in accordance with the Project Documents, and that such Work complies with and passes all applicable national, state or local codes ("Codes") and commonly recognized and accepted industry standards regarding the Work.

6.2 Subcontractor shall procure, coordinate and obtain all required inspections related to its Work and shall promptly notify Contractor of the date and time of any such inspections. Subcontractor or the Subcontractor Representative must meet with any inspectors to perform any required inspections.

6.3 Subcontractor's Work shall be performed in a good, skillful, prompt, diligent, and workmanlike manner so as not to interfere with or delay the Work of the Contractor, the Owner or the Work of Other Trades, and shall be performed in strict accordance with the Project Documents and Codes and Project Schedule. Any work that will disrupt and/or impact others shall be coordinated with Contractor a minimum of four (4) weeks in advance. All labor and materials provided as part of the Work are subject to Contractor's and Owner's satisfaction and acceptance. Notwithstanding the foregoing, acceptance of and payment for completed Work shall not discharge Subcontractor's obligation to perform the Work in strict compliance with this Agreement, the Project Documents, and Codes and to remedy subsequently discovered defects. No payment made under this Agreement shall imply the proper performance of Work under this Agreement, either in whole or in part, and no payment shall be construed to be an acceptance of defective or improper Work or materials. Subcontractor acknowledges that the quality of its workmanship and materials is of prime importance and failure to provide Work acceptable to Contractor and Owner shall be a breach of this Agreement. Subcontractor warrants and guarantees that the materials it supplies shall be new, free of defects, and of equal to or greater quality than as specified in the Project Documents or as otherwise communicated by Contractor.

6.4 Subcontractor shall be responsible to properly store and care for its own materials and Contractor's materials in Subcontractor's custody or control. Subcontractor shall store materials and equipment at the Project Site in areas Contractor designates. Subcontractor shall retain and bear all risk of loss of and damage to any materials and equipment it stores on the Project Site.

6.5 Before performing any aspect of the Work, Subcontractor shall confer with Contractor to verify and confirm that:

6.5.1 Subcontractor is using and supplying the correct materials for the Work; and

6.5.2 That Subcontractor understands and will comply with the correct layout and/or any special conditions associated with the Work and the Project.

6.5.3 If Subcontractor fails to comply with Sections 6.5.1 and 6.5.2 and installs incorrect materials or incorrectly performs the Work, Subcontractor shall immediately, upon receipt of written notice of improper work, replace the applicable materials and correct the applicable Work at its sole expense, including but not limited to the cost of demolishing, repairing and otherwise again completing all work by Other Trades affected by Subcontractor's errors.

6.6 Before beginning its Work, Subcontractor shall inspect previous work by Other Trades to ensure that nothing about said work will prevent Subcontractor from performing according to the terms of this Agreement, the Addenda, and the Project Documents. By commencing its Work for a Project, Subcontractor accepts the condition of all base surfaces and acknowledges that they are acceptable to receive its Work. After such acceptance, Subcontractor shall be responsible for correcting and shall at its sole expense correct all unsatisfactory Work that does not meet Contractor's and/or Owner's/Prime Contractor's reasonable approval.

6.7 Subcontractor agrees to guarantee its performance under this Subcontract and the Work to the same extent that Contractor is obligated to guarantee its work under the Prime Contract, but in any event Subcontractor guarantees its Work against all defects in material or workmanship for a period of one (1) year from the later of the date of acceptance of the entire Project, or the applicable portion of the Subcontractor's Work, by the Owner.

6.8 Subcontractor shall promptly repair and/or replace at its sole expense all Work discovered to be (i) substandard; (ii) defective; (iii) not performed in accordance with applicable construction codes and standards; (iv) not performed in accordance with this Agreement or the Project Documents; or (v) Work that otherwise gives rise to a claim for negligence or breach of contract (collectively "Defective Work"). If any Defective Work is discovered before final payment has been made to Subcontractor

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for the Work, Contractor may withhold payment to Subcontractor until Defective Work is remedied. Contractor shall notify Subcontractor of any Defective Work in writing ("Defective Work Notice"). Subcontractor shall respond to all Defective Work Notices within twenty-four (24) hours of delivery as defined in Section 17.5.

6.9 **Punch Lists**: The Contractor and/or Owner may inspect Subcontractor's Work and may issue a list describing all items requiring correction ("Punch List"). Subcontractor shall immediately address, complete, and correct the Punch List items so as to prevent any delays in the Work, construction of the Project, the Project Schedule and/or scheduling of the Other Trades. Time is of the essence in addressing, completing and correcting any Punch List items. If Subcontractor fails to complete any Punch List in accordance with this section, Contractor may hire another subcontractor to complete the Punch List and all costs associated therewith shall be back charged to Subcontractor and set off against and deducted from any payments due to Subcontractor under this Agreement. Subcontractor's Work shall not be considered complete, and Contractor shall not be required to pay Subcontractor unless and until all Punch List items are completed by Subcontractor and approved by Contractor and/or Owner.

ARTICLE 7. CLEAN-UP

7.1. Subcontractor shall clean up all of its debris and trash, including but not limited to its Project waste and debris related to its Work, lunch or snack trash, drink cans, food wrappers and any similar items (collectively "Debris") prior to leaving the Project each day. Upon completion of one or more phases of its Work, Subcontractor shall remove from the Project Site all Debris, and all surplus materials, tools, supplies and equipment belonging to Subcontractor. If Subcontractor fails to remove its Debris, Contractor may clean up or otherwise dispose of the Debris at a rate of $150.00 per hour, which amounts shall be assessed and back charged to Subcontractor. Contractor shall provide, at its expense, a trash container for Subcontractor to place its Debris.

7.2. Unless otherwise provided in this Agreement or the Project Documents, Subcontractor shall be responsible for the management and disposal, of any and all hazardous waste generated by its Work, including the costs of all such management and disposal. Subcontractor acknowledges that if its Work generates hazardous waste it may be required to register with the EPA to be licensed as a Hazardous Waste Generator as required by law, or alternatively at Subcontractor's sole expense contract with a third party qualified to dispose of such hazardous waste.

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ARTICLE 8. PROJECT SAFETY

8.1. Subcontractor acknowledges receipt of and that it has read Contractor's Safety Plan. Subcontractor shall exercise all precautions necessary to prevent accidents or injuries to itself, its workers, and to others. Subcontractor shall at its own expense comply with the Safety Plan any and all current applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property, including but not limited to the Occupational Safety and Health Act, state OSHA plan required programs, and all laws, rules and regulations amendatory and supplementary thereto (collectively "Safety Regulations"). Additionally, Subcontractor shall comply with any and all other safety initiatives, rules, and procedures implemented by Contractor, and those required by the Project Documents. In the event a conflict arises between any of the aforementioned requirements, the most stringent or strictest interpretation shall be followed. Subcontractor shall defend, hold Contractor harmless from, and be responsible for penalties of any nature assessed by such agencies for noncompliance with Safety Regulations by Subcontractor or its employees, agents, subcontractors, vendors or suppliers. Without limiting the foregoing, Subcontractor shall be solely responsible for and comply with all Safety Regulations applicable to Subcontractor's Work.

8.2. Subcontractor shall have a responsible, competent representative on site at all times whose duties shall be to oversee safety, health and the prevention of accidents for their organization. Subcontractor's Project Supervisor or Foreman shall be that representative, unless Contractor is notified otherwise, and has full and complete responsibility for the safety and health of their

employees and the employees of all lower-tier subcontractors. In no case will the presence of any Contractor employees relieve the Subcontractor's Supervisor or Foreman of their responsibility.

8.3. Subcontractor acknowledges that it has had an opportunity to review the Project Documents and existing conditions of the Project Site prior to beginning their Work. Further, Subcontractor will inspect the Project Site conditions prior to beginning their Work and throughout the performance of their Work to identify any hazards. Subcontractor acknowledges that it either has an existing safety or health compliance program and/or procedure for each hazard, or will develop one prior to beginning their Work.

8.4. Subcontractor acknowledges that it has, or will, conduct all training required for its employees for any hazards that they may be exposed to at the Project Site, as required by current Occupational Safety and Health Act regulations; and all applicable state and local statutes, regulations and ordinances, and will maintain all documentation required for such training and make it available for inspection by Contractor, if requested.

8.5. Subcontractor shall have copies, on the Project Site, of all equipment and/or training certifications for each employee operating equipment and/or tools on site that requires certification, including but not limited to: aerial work platforms, forklifts, cranes, earthmoving and/or other heavy equipment, and powder actuated devices.

8.6. Subcontractor shall ensure their employees, and the employees of lower-tier subcontractors are all equipped with and using proper PPE which are all compliant with current standards.

8.7. Subcontractor shall erect and maintain at the Project Site, as required by existing conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying any parties which might be affected by the Work of Subcontractor. Subcontractor shall maintain and replace all safety protection systems damaged or removed by their operations. Further, Subcontractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

8.7.1. Everyone on the Project Site and all other persons who may be affected thereby;

8.7.2. All the Work and all materials and equipment to be incorporated in the Project, whether in storage on or off the Project Site, under the care, custody or control of Subcontractor or any of their lower-tier subcontractors, and;

8.7.3. Other property at the Project Site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.8. All damage or loss to any property caused in whole or in part by Subcontractor or any of their lower-tier subcontractors or anyone directly or indirectly employed by any of them shall be remedied by Subcontractor at Subcontractor's sole expense.

8.9. In addition to any state OSHA or other jurisdictional notification requirements, Subcontractor shall report all accidents/near-misses, property damage, and general public incidents to the Contractor's Superintendent immediately. A written accident investigation report shall be submitted to Contractor within twenty-four (24) hours of all accident/near-misses, property damage, and general public incidents.

8.10. Subcontractor shall have each employee working on the Project Site attend a Contractor site safety orientation prior to commencing Work. The Project Site safety orientation will be performed at the Contractor's Project Site office. This orientation shall apply to general instructions regarding safety rules of the Project. Contractor's safety orientation shall in no manner relieve Subcontractor of any of its safety responsibilities set forth in this Agreement. Subcontractor shall conduct daily safety meetings with all their employees and lower-tier subcontractor employees.

8.11. Prior to beginning their Work Subcontractor shall perform a job hazard analysis encompassing the complete scope of their Work as it relates to the specific Project Site conditions.

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8.12. Subcontractor shall conduct periodic (frequency determined by activity and equipment utilized) jobsite safety inspections of their work area and the work area of their lower-tier subcontractors. The inspections shall be documented. Contractor reserves the right to request copies of this documentation upon request.

8.13. Subcontractor or their employee(s) involved in unsafe acts or conditions may be directed to cease the work activity(s) until the condition(s) is brought into compliance with the safety requirements and regulations. The costs to bring the work activity into compliance shall be incurred by Subcontractor and at no time will costs be charged to Contractor. If Subcontractor fails to take the necessary actions to correct unsafe conditions, Contractor may correct the deficiency and back-charge Subcontractor.

8.14. Any employee of a Subcontractor who refuses to comply with any of Contractor's jobsite safety rules including the wearing of proper personal protective equipment, clothing, and footwear; and safe handling of equipment and tools will be removed from the jobsite.

8.15. Additionally, anyone may be removed from the jobsite for such things as criminal activities, fighting, harassment, and/or any other behavior deemed disruptive by Contractor in its sole determination.

8.16. If any of Subcontractor's employees are removed from the Project as a result of safety violations, they cannot be transferred to another project being constructed by Contractor.

8.17. The removal of any of Subcontractor's employees from the Project shall in no manner affect Subcontractor's obligation to perform its work in accordance with the Project Schedule.

8.18. The failure of Contractor to take any such action shall in no manner relieve Subcontractor of any of its safety responsibilities set forth in this Agreement.

ARTICLE 9. PAYMENT FOR LABOR, MATERIALS, SERVICES, AND TAXES

9.1. Payments from Contractor to Subcontractor are exclusive of any present or future federal, state, county, municipal, or other income taxes, use, excise, employment or similar taxes with respect to the services, materials or labor Subcontractor or its employees, officers, directors, owners, agents or Subcontractor Vendors provide under this Agreement or the Project Documents. Subcontractor shall independently comply with all such tax requirements and directly pay any such tax obligations. Neither the Subcontractor nor its employees, officers, directors, owners, agents, Subcontractor Vendors shall be deemed employees of Contractor. Contractor shall not be liable for wage withholding and shall pay Subcontractor based on invoices Subcontractor submits as set forth herein. Contractor may provide Subcontractor with a 1099 form, as required by federal and state law, or such other forms as required, if any, reflecting payments made to Subcontractor under this Agreement. Subcontractor shall indemnify, hold harmless and defend Contractor against any and all taxes payable in connection with Subcontractor or its employees, officers, directors, owners, agents or Subcontractor Vendors.

9.2. Subcontractor shall promptly pay its employees and other Subcontractor Vendors to ensure that the Project Site and Owner's/Prime Contractor's real property remain free and clear of all claims, encumbrances, mechanics' liens and bond claims. Subcontractor shall further hold in trust any payment from Contractor for amounts owed to Subcontractor Vendors related to the Work and will promptly pay all Subcontractor Vendors and secure lien waivers, thereby preventing any mechanics' lien or payment bond claims, and remove any mechanic's liens or payment bond claims filed by its Subcontractor Vendors at its sole expense. Failure to comply with the terms of this Section will constitute a breach of this Agreement and the Contractor may at its option terminate the Agreement in accordance with Article 12 or Article 17. Contractor may also take such other protective measures as Contractor deems necessary, and Contractor may, at its option and without notice to Subcontractor, pay any unpaid amounts to Subcontractor Vendors and deduct from any amounts due to Subcontractor the amounts paid to Subcontractor Vendors and Contractor's or Owner's/Prime Contractor's costs and attorneys' fees associated with obtaining a lien waiver or satisfaction of a mechanic's lien, construction lien or bond claim. Further, Contractor may elect in

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its discretion to make direct payments to or issue joint checks in connection with any Subcontractor Vendors.

9.3. **Prevailing Wages / Certified Payroll Obligations**. If the Project is designated on page two of this Agreement as requiring payment of prevailing wages and/or submission of certified payroll documentation, the applicable requirements to which Subcontractor agrees and with which Subcontractor shall comply are attached hereto as **Exhibit C** ("Payroll Requirements").

9.4. **Payroll Records**. Subcontractor shall, within fifteen (15) days of a written request by Contractor provide Contractor with:

9.4.1. Payroll records containing sufficient information to prove Subcontractor's full payment of salary, wages (and if applicable fringe benefit contributions) to Subcontractor's employees pursuant to Minnesota Statutes Section 181.165;

9.4.2. Payroll records of any of Subcontractor's sub-subcontractors and vendors ("Vendors"), which contain sufficient information to prove the Vendors' full payment of salary, wages (and if applicable fringe benefit contributions) to the Vendor's employees pursuant to Minnesota Statutes Section 181.165;

9.4.3. The names of all employees and Vendors of the Subcontractor working on the Project, including the names of all those designated as independent contractors, and: i) the employee or Vendor's anticipated first date of work on the Project; (ii) their anticipated duration of the employee or Vendor's work on the Project; (iii) when applicable, any local unions with which and Vendor is a signatory Contractor; and (iv) the name, email address, and telephone number for all employees and a primary contact person for all Vendors.

9.4.4. Failure to furnish the foregoing information shall constitute a breach of this Agreement and shall entitle Contractor to withhold payments from Subcontractor until compliance is achieved and shall be grounds for termination pursuant to the terms of this Agreement.

ARTICLE 10 INDEMNIFICATION

10.1. To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify, and hold Contractor and its officers, directors, shareholders, owners, members, employees, and agents, Contractor's surety, the Owner and their consultants, agents and employees, including the Design Professionals ("Indemnified Parties") harmless from and against any and all claims, suits, losses or liability, including attorneys' fees and litigation expenses, for or on account of injury to or death of persons, including Subcontractor's employees, Subcontractor Vendors or their employees, or damage to or destruction of property, or any bond obtained for same, caused, in whole or in part, by any act or omission, or alleged act or omission, of Subcontractor, its employees or agents, whether caused in part by a party indemnified hereunder, arising out of or relating to Subcontractor's Work. Notwithstanding the foregoing, it is the express intent of the parties hereto that Subagent's indemnification obligations under this section shall be proportional to its fault, whether whole or in part, by any negligent act or omission, and shall not exceed an amount equal to the percentage of Subagent's fault. Subagent shall not be required to indemnify any indemnified party to the extent any such claim, damage, loss or expense was caused by the negligence or other fault of such indemnified party. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

10.2. To the fullest extent permitted by law, Subcontractor shall fully indemnify, defend, and hold harmless the Indemnified Parties for, from, and against any and all claims, demands, causes of action, damages (including without limitation any liquidated damages under the Project Documents), liens, bond claims, costs, penalties, fines, liability, and expenses, including without limitation reasonable attorneys' fees, which Indemnified Parties may at any time suffer or sustain or become liable for by reason of any damages or injury either to person (including death) or

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property, including without limitation the Project or adjoining property to the extent caused by Subcontractor's breach of this Agreement or its or its employees' or Subcontractor Vendors' negligent acts or omissions, even though the same may have resulted from the joint, concurring, or contributory act, omission, or negligence, whether passive or active, of Contractor, other Indemnified Parties or any other person or entity, unless the same was caused by an Indemnified Party's willful or intentional misconduct.

10.3. Subcontractor's indemnification and defense obligations hereunder shall apply during the term hereof and shall extend to all claims occurring after this Agreement is terminated, and shall continue until any and all causes of action against the Indemnified Parties are fully and finally barred by applicable statutes of limitation.

10.4. When the following damage or injury occurs related to or arising out of Subcontractor's performance of the Work, Subcontractor shall be responsible for damage to:

10.4.1. Construction work or materials of Contractor or other subcontractors, suppliers or vendors;

10.4.2. The property, buildings or structures on, adjacent or near the Project Site, to the extent the performance of their work directly or indirectly impacted the property, buildings or structures; and

10.4.3. Bodily injury to members of the public, and/or workers or other persons or animals on, adjacent or near the Project Site.

10.5. Subcontractor waives all rights it might have against Contractor for loss or damage to Subcontractor's Work, property, materials, or equipment, unless such damage is caused by Contractor's willful or intentional acts. Neither Contractor nor Owner shall have any responsibility for theft, damage, destruction, or disposal of Subcontractor's equipment, tools, or materials.

10.6. If the conduct of Subcontractor, its employees, or Subcontractor Vendors causes damage to the Project Site, the Owner's/Prime Contractor's real property or to any installed Work or materials, whether installed by Subcontractor or Other Trades, Subcontractor shall pay for all amounts necessary to replace or repair the damaged items.

10.7. The cost of any materials that Subcontractor, its employees, or Subcontractor Vendors waste or otherwise use inefficiently shall be deducted from and set off against any amounts due to Subcontractor.

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ARTICLE 11. INSURANCE

11.1. During the term of this Agreement Subcontractor shall, at its own expense, maintain and carry the minimum insurance coverages described in and provide a Certificate of Insurance in substantially the form attached to **Exhibit B** on a project-specific basis as applicable and at all times that Subcontractor performs Work hereunder.

11.2. There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted and licensed in the Project State and shall be reasonably acceptable to Contractor. Subcontractor shall name Contractor and Owner as "additional insureds" on a primary and noncontributory basis.

11.3. Commercial General Liability insurance required under this Article 11 shall be on an occurrence basis and be on ISO Form CG 00 01 or its equivalent and include coverage for Products/Completed Operations which shall be maintained for a period of three (3) years after completion of the Work or such longer period as the Project Documents may require and shall specifically cover as "insured contracts" the Subcontractor's indemnity obligations under this Agreement and other contractual indemnities assumed by the Subcontractor under the this Agreement and the Project Documents. Policies written on a claims-made or modified claims-made basis are prohibited. The Subcontractor shall endorse its Commercial General Liability policy to include the general aggregate limit to apply on a per-project basis. The Commercial General Liability policy shall prohibit exclusions for

residential work. Commercial Automobile Liability insurance shall also include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Scope of Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Agreement.

11.4. Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy. The Subcontractor shall endorse its Commercial General Liability policy to add the Contractor and the Owner as "additional insureds" with respect to liability arising out of (a) operations performed for the Contractor or the Owner by the Subcontractor, (b) acts or omissions of the Contractor or the Owner in connection with their general supervision of the Subcontractor's operations and (c) claims for bodily injury or death brought against the Contractor or the Owner by the Subcontractor's employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under this Subcontract. Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner and shall include completed operations. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy shall be on ISO Form CG 2010 07 04 and CG 2037 07 04 or its equivalent.

11.5. All Subcontractor insurance carriers must maintain an AM Best rating not less than A-VII. Coverage shall be afforded to the additional insureds whether or not a claim is in litigation. The insurance coverage required under this Article shall be on a project-specific basis of sufficient type, scope, and duration to ensure coverage for the Contractor or Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor or Owner in relation to the Project(s). If the Subcontractor fails to procure and maintain the insurance coverage as set forth herein, Contractor may, but shall not be obligated to, obtain such insurance and back charge all costs for such insurance to the Subcontractor.

11.6. Subcontractor agrees to maintain the above insurance for the benefit of Contractor and Owner through the expiration of the applicable statute of repose. Each Certificate of Insurance shall provide that the insurer must give the Contractor at least 30 days prior written notice of cancellation and/or termination of the Contractor's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply the Contractor with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement Certificate of Insurance and Additional Insured endorsement shall be similarly endorsed in favor of Contractor and Owner as set forth above. Additionally, and prior to commencement of the Work, the Subcontractor shall provide the Contractor with a Certificate of Insurance and the applicable insurance endorsement showing liability insurance coverage for the Subcontractor and any employees, agents, or Sub-Subcontractors of the Subcontractor for all insurance policies covered hereunder. Such Certificates of Insurance shall be in a form acceptable to the Contractor and shall provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including evidence that the Contractor, the Owner and the Design Professionals have been added as "additional insureds." If requested, Subcontractor shall provide Contractor with copies of all of Subcontractor's insurance policies. Subcontractor shall be responsible to pay for all amounts of deductibles related to claims against any policies of insurance owned by Subcontractor, Contractor or Owner arising out of the Work or otherwise in whole or in part as result of the actions or inaction of Subcontractor or Subcontractor Vendors.

11.7. The Subcontractor agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, or in any manner connected with the Work provided for in this Agreement or occurring or resulting

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from the use by the Subcontractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Owner, the Subcontractor, or third parties, and to the fullest extent permitted by law, the Subcontractor agrees to defend, indemnify and save harmless the Contractor and the Owner, their agents and employees from all such claims, provided that any such liabilities, claims, damages, costs, loss or expense (1) are attributable to personal or bodily injury, sickness, disease or death of any person (including Subcontractor's employees), or damage to or destruction of tangible property, including the loss of use resulting therefrom and (2) are caused in whole or in part by any act or omission of Subcontractor, its sub-subcontractors or by anyone employed by any of them, or by anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the active or passive negligence of the Contractor or the Owner, and legal fees and disbursements paid or incurred to enforce the provisions of this Section, and the Subcontractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage as will insure the provisions of this Paragraph, to the fullest extent available. Notwithstanding the foregoing, it is the express intent of the parties hereto that Subagent's indemnification obligations under this section shall be proportional to its fault, whether whole or in part, by any negligent act or omission, and shall not exceed an amount equal to the percentage of Subagent's fault. Subagent shall not be required to indemnify any indemnified party to the extent any such claim, damage, loss or expense was caused by the negligence or other fault of such indemnified party. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

11.8. In any and all claims against the Contractor or the Owner or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone for whose acts the Subcontractor may be liable, the indemnification under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under any Workers' or Workmen's Compensation acts, disability acts or other employee benefit acts.

11.9. To the extent of coverage afforded by commercial general liability insurance, worker's compensation insurance, builder's risk or any other first party property or equipment floater insurance applicable to the Work or Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of the Subcontractor, the Contractor or the Owner or their respective subcontractors and agents, the Contractor and the Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and the Contractor and any of their contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such first party insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

11.10. **Waiver of Subrogation**: Subcontractor shall obtain from each of its insurers a waiver of subrogation on all required insurance policies in favor of Contractor and Owner with respect to claims or losses arising out of or in connection with the Work or otherwise in whole or in part as result of the actions or inaction of Subcontractor or Subcontractor Vendors.

11.11. **Subcontractor Vendors' Insurance**: Subcontractor shall require and ensure that all Subcontractor Vendors providing Work on the Project Site also comply with the foregoing insurance and additional insured requirements. Subcontractor shall obtain a Certificate of Insurance from all such Subcontractor Vendors evidencing these requirements.

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11.12. **No Exclusion for Subcontractor Vendor Work:** Subcontractor agrees, warrants and represents that in no event shall any of its policies of insurance exclude or purport to exclude coverage for the labor or materials supplied by Subcontractor Vendors.

11.13. **No Representation of Adequacy of Insurance Coverages**: The Contractor does not represent that any builder's risk or property insurance applicable to the Work, if any, is adequate to protect the interests of the Subcontractor. It shall be the obligation of the Subcontractor to determine whether such insurance is in effect and provides adequate protection for its insurable interests, or whether the Subcontractor should purchase and maintain supplementary property insurance that it deems necessary to protect its interests in the Work.

11.14. **Bonds**: If payment or performance bonds are stated to be required on page one of this Agreement, they shall be written with a penal sum equal to the Subcontract Price and delivered to the Contractor upon request, but not later than seven (7) days before the Work is scheduled to commence. The premiums for the bonds shall be paid by Subcontractor and are included in the Subcontract Price.

ARTICLE 12. DEFAULT

12.1. If Contractor deems any one of the following items as true, Subcontractor shall be considered in default under this Agreement if Subcontractor:

12.1.1. Fails to follow or adhere to or otherwise breaches any terms of this Agreement, any Addenda, or the Project Documents including, but not limited to, meeting standards for quality of workmanship and materials and complying with the Project Schedule;

12.1.2. Is at any time adjudged insolvent, adjudicated as bankrupt, makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of its insolvency;

12.1.3. Refuses or neglects to supply a sufficient number of properly skilled workers, or a sufficient quantity of materials of proper quality;

12.1.4. Fails to make prompt payment to its subcontractors or suppliers for materials or labor or if a Subcontractor Vendor files a mechanic's lien or construction lien in connection with the Project which Subcontractor fails to satisfy or otherwise causes to be released within ten (10) days after the mechanic's lien is filed;

12.1.5. Fails in any respect to prosecute its Work with promptness and diligence;

12.1.6. Encounters any work stoppage caused by a strike, picketing, boycott or other voluntary or involuntary organization of Work by Subcontractor's employees or employees of Subcontractor Vendors which delays the progress of the Work; or

12.1.7. Persistently disregards laws, ordinances, rules, regulations, Codes, or orders of any public authority having jurisdiction.

12.2. If Subcontractor breaches the terms of this Agreement, Contractor may terminate this Agreement by providing written notice to Subcontractor ("Termination Notice"). This Agreement shall be deemed terminated if Subcontractor fails to cure or remedy the breach to Contractor's satisfaction within forty-eight (48) hours after Contractor provides the Termination Notice by personal delivery or facsimile or electronic mail transmission, or within seventy-two hours after Contractor provides the Termination Notice by regular mail, effective upon mailing.

12.3. Upon termination of this Agreement Contractor may self-perform and/or hire a third party to correct and/or complete Subcontractor's Work and deduct the cost thereof from any amounts then due or thereafter to become due to Subcontractor. For purposes of completing the Work Contractor may take possession and use of all of Subcontractor's drawings, materials, tools, equipment and appliances at the Project Site ("Subcontractor's Property"), and may employ any other person or persons to finish the Work using Subcontractor's Property.

12.4. Subcontractor shall not be entitled to receive any further payment under this Agreement until its Work has been completed. If the unpaid balance Contractor owes to Subcontractor exceeds

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Contractor's expenses in completing the Work, Contractor shall pay such excess to Subcontractor. If Contractor's expenses in completing the Work exceed the unpaid balance Contractor owes to Subcontractor, then Subcontractor shall pay the difference to the Contractor within five (5) days after receiving written notice of the amount due. If Subcontractor fails to pay the amounts due hereunder within five (5) days, Contractor may set off against amounts it owes to Subcontractor on any and all other projects.

12.5. If this Agreement is terminated due to Subcontractor's breach, Subcontractor shall be responsible and liable for and shall pay all of Contractor's costs and/or damages, including but not limited to Contractor's attorneys' fees and costs.

12.6. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall at Contractor's option be settled and adjudicated by in accordance with Project Documents. If no dispute resolution process is described in the Project Documents, then at Contractor's sole option all disputes shall be settled and adjudicated through binding arbitration using the Construction Industry Rules of the American Arbitration Association but conducted through a private arbitration proceeding employing an arbitrator mutually agreeable to Contractor and Subcontractor. If Contractor elects to pursue binding arbitration, Contractor may commence the arbitration proceeding by serving a Demand for Arbitration upon Subcontractor, the service of which shall toll all applicable statutes of limitation regarding Contractor's potential claims against Subcontractor. Judgment upon an award rendered by an arbitrator may be entered in any court having jurisdiction. Alternatively, Contractor in its discretion may elect to settle any controversy or claim arising out of or relating to this Agreement, or the breach thereof, through the state or federal district courts having jurisdiction. Any claim by Subcontractor must be commenced by serving a demand for arbitration within ninety (90) days after the date that the alleged default by Contractor occurred or else all such claims and causes of action are hereby agreed to be waived and shall be void and barred.

12.7. Except to the extent federal law applies, the laws of the state where the Project is located ("Project State") shall govern this Agreement, regardless of Subcontractor's registered office or business address, Subcontractor hereby submits to and agrees to be subject to jurisdiction in and of the state or federal courts in Project State and that any legal actions shall be venued in the Project State.

12.8. Should any part, term or provision of this Agreement be held unenforceable or in conflict with any applicable laws, the validity of the remaining portions or provisions shall not be affected thereby. Notwithstanding the foregoing, at Contractor's option it may assert third-party indemnity and related claims ("Indemnity Claims") against Subcontractor in the state or federal courts in relation to or as part of any legal action between Contractor and an Owner or any other party, and Subcontractor agrees that the requirement of binding arbitration shall not apply to any Indemnity Claims in Contractor's sole discretion.

12.9. If, after notice of termination for cause, it is determined that none of the conditions set forth in Article 12 have occurred, the termination shall be deemed to have been effected for the convenience of the Contractor in accordance with Article 17.

ARTICLE 13. CITIZENSHIP OR AUTHORIZATION TO WORK

13.1 Subcontractor warrants that all its employees and other Subcontractor Vendors are United States citizens or are otherwise authorized to work in the United States. Subcontractor is solely responsible to comply with the rules and regulations of the Immigration and Naturalization Service ("INS") of the United States Department of Justice, which includes verifying Subcontractor's employees' and possibly Subcontractor's independent contractors' eligibility to work in the United States. Subcontractor shall defend, indemnify and hold Contractor harmless from any and all immigration and citizenship issues in connection with Subcontractor or Subcontractor Vendors. A violation of this section shall be grounds for Contractor's immediate termination of this Agreement and Subcontractor's Work without a Termination Notice.

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ARTICLE 14. INDEPENDENT CONTRACTOR STATUS

14.1 Subcontractor is an independent contractor and neither Subcontractor nor its employees nor any Subcontractor Vendors are, nor shall they be deemed to be, Contractor's employees. Subcontractor has complied with the licensing and/or registration requirements of independent contractors or construction contractors as required in the Project State and has provided or will provide Contractor with proof of the same upon signing this Agreement or otherwise upon Contractor's request.

ARTICLE 15. DRUG-FREE WORKPLACE

15.1. The Project Site is a drug-free workplace. Use of controlled substances, illegal drugs, or alcohol, and marijuana ("Prohibited Substances") on any Project Site is prohibited. Use or possession by Subcontractor, its employees or Subcontractor vendors of Prohibited Substances on a Project Site, shall entitle Contractor or Owner to require any applicable persons to immediately leave Project Site and shall constitute a breach of this Agreement.

ARTICLE 16. ASSIGNMENT

16.1. Subcontractor shall not sublet, assign, or transfer its rights, duties or obligations pursuant to this Agreement or any Addenda, or any part thereof, without Contractor's written consent. Any such assignment without Contractor's written consent is void. Subcontractor shall require any of its approved Subcontractor Vendors to execute a writing agreeing to be bound by the terms and conditions of this Agreement. Subcontractor shall be responsible for enforcing such compliance and for reimbursing Contractor for any and all damages resulting from noncompliance.

ARTICLE 17. MISCELLANEOUS

17.1. **Binding Effect**: This Agreement shall bind the parties hereto, their successive heirs, permitted successors and assigns.

17.2. **Conflict in Documents**: The terms of this Agreement shall control in the event of any conflict between the terms of this Agreement and the Project Documents or any other agreement or document.

17.3. **Attorneys' Fees and Costs**: The prevailing party in any dispute arising out of, or relating to, this Agreement or its breach that is resolved by a dispute resolution procedure, including litigation, shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such dispute resolution process.

17.4. **Termination for Convenience**: Contractor may, at any time, terminate this Agreement for Contractor's convenience and without cause. Subcontractor shall be entitled to receive payment for Work properly executed through the date of termination for convenience, but shall not be entitled to and waives all claims for overhead and profit on the Work not yet executed through the date of termination for convenience.

17.5. **Notice**: Any written notice which may be or is required to be given pursuant to the provisions of this Agreement shall be deemed sufficient if delivered or sent by facsimile, electronic mail ("E-mail"), personal delivery, or certified mail, postage prepaid, return receipt requested, to the address listed herein. Notices given by facsimile or E-mail shall be deemed delivered on the date they were transmitted. Notices given by personal delivery shall be deemed delivered on the date the personal delivery is made. Notices by certified mail shall be deemed delivered two (2) business days after the date of mailing. The parties mailing addresses are stated on Page one of this Agreement.

17.6. **Meetings**: Subcontractor shall attend meetings as indicated within the Project Documents and/or as requested by the Contractor, including but not limited to coordination meetings, pre-installation meetings, trade meetings, schedule meetings, etc. Subcontractor's attendees shall include the Subcontractor's authorized decision-maker knowledgeable to the project, its project manager,

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project foreman and any other necessary representation from the office, field, vendors, industry manufacturers' representatives, etc.

17.7. **Closeout Documents**: Subcontractor shall provide all requested closeout documents to Contractor no less than three (3) business days after Contractor's request.

17.8. **Collaborative Planning and Production Control**: Subcontractor shall participate in the Project's collaborative planning and production control process, including implementation of the Last Planner System as a condition of performing the Work. This includes attendance by an authorized decision-maker at milestone planning, pull planning sessions, weekly coordination meetings, and look-ahead planning, and providing reliable commitments for assigned activities. Subcontractor shall prepare and maintain constraints logs, identify prerequisites to planned work, and update commitments as conditions change to support plan reliability. Failure to participate or to make and meet reliable commitments may be considered a breach of this Agreement and may result in corrective action as permitted by the Project Documents.

17.9. **Incorporation of Recitals**: The recitals are incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, Contractor and Subcontractor have executed this Agreement as of the date first written above.

TERRA GENERAL CONTRACTORS, LLC D/B/A TERRA CONSTRUCTION			**{FLPM2030_V.1_2030_VEN_BP_NAME}**	
By:			By:	
Printed Name:			Printed Name:	
Its:			Its:	
Dated:			Dated:	

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EXHIBIT A

PAYMENT METHOD / SCOPE OF WORK

Payment Method:

{CONTRACT TYPE.UDF_FIELD_VALUE}

Subcontract Price: ${FLPM2030_V.FL2030_CONT_AMT_NUM}

Scope of Work:

{FLPM2030_V.FL2030_SCOPE_DESC}

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EXHIBIT B

INSURANCE REQUIREMENTS

Commercial General Liability: To include, without limitation, comprehensive form; premises-operations, underground explosion and collapse hazard, products-completed operations, broad form property damage, and personal injury coverages. Subcontractor is required to name Contractor, Owner and Design Professional as an additional insured on a primary and noncontributory basis on a project-specific basis. The additional insured form should be blanket and incorporate the ISO CG 2010 and ISO CG 2037 (07/04 edition) language or its equivalents. Subcontractor agrees to maintain blanket additional insured coverage, products and completed operations coverage, and excess liability coverage as required by law in Project State.

	Each Occurrence	Aggregate (per project)
Bodily Injury and Property Damage Combined	$1,000,000	$2,000,000
Personal Injury	$1,000,000	$2,000,000
Damage to Rented Premises	$50,000	---
Medical Expenses	$5,000	---
Products-Completed Operations	$1,000,000	$2,000,000

Automobile Liability: To Include all owned autos (private passenger and other than private passenger), hired and non-owned auto.

	Per Occurrence	
Bodily Injury and Property Damage Combined	$1,000,000	

Excess Liability: To include all owned autos (private passenger and other than private passenger), hired and non-owned auto.

	Per Occurrence	Aggregate
Bodily Injury and Property Damage Combined	$5,000,000	$5,000,000

Workers' Compensation: To include coverage A statutory (which may be satisfied by self-insurance program meeting the requirements of applicable State law) the greater of the amounts required by applicable law or as follows:

Coverage B		
Each Accident	$500,000	
Disease – Policy Limit	$500,000	
Disease – Each Employee	$500,000	

Pollution Liability: Required for Work involving all Earthwork, Site Utilities, Spray Foam Insulation, Plumbing, Fire Protection, and HVAC subcontracts.

	Per Occurrence	Aggregate
Pollution Liability	$2,000,000	$2,000,000

Professional Liability: Required for all design/build Work including Structural Precast Concrete, Structural Metal Framing, Structural Wood Framing, Plumbing, Fire Protection, HVAC and Electrical subcontract:

	Per Occurrence	Aggregate
Professional Liability	$2,000,000	$2,000,000

Employer's Liablity: Including "Stop Gap" coverage and USL&H, if applicable:

Each Accident Disease-policy limit Disease – each employee	$1,000,000 $1,000,000 $1,000,000	

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EXHIBIT C

PREVAILING WAGE / CERTIFIED PAYROLL REQUIREMENTS

{PV WAGES.UDF_FIELD_VALUE}

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MINNESOTA STATE
SECTION 00 54 33

DIGITAL/ELECTRONIC PROTOCOL EXHIBIT

PART 1 - GENERAL

1.01 TERMS AND CONDITIONS FOR USE

A. Architect and its consultants shall grant Bidders and Contractors a limited license to use Electronic Documents issued by the Architect, exclusively for the use on the Project.

B. By using the Electronic Documents, Recipient agrees to the following terms and conditions.

C. Recipient may use the Electronic Documents for any purpose related to the Project, as long as Recipient is a separate consultant or contractor engaged by the Owner, or a sub-consultant, subcontractor, or supplier, of any tier, to anyone engaged by the Owner for the Project.

D. Electronic Documents are not Contract Documents. The printed copies of original Drawings and Specifications, signed and sealed by Architect or its consultants and incorporated in agreements between the Owner and any contractor for the Project are Contract Documents. Without limiting the generality of the foregoing, Electronic Documents that include a portion of the information contained in the Contract Documents are not Contract Documents.

E. Recipient may copy and use Electronic Documents that are preliminary, or are otherwise not incorporated in the final Contract Documents, for backgrounds for consultant drawings, scheduling, cost estimating, and other pre-construction purposes.

F. Recipient may copy and use Electronic Documents that are incorporated in the Contract Documents as backgrounds for Shop Drawings, layout, and other purposes related to the Project, provided (a) Recipient shall be responsible for verifying actual construction or field conditions, and (b) Recipient may rely on the Electronic Documents only to the extent Recipient has determined the Electronic Documents are consistent with the Contract Documents and field conditions.

G. Recipient shall be responsible for determining whether any changes made after Recipient receives the Electronic Documents affect any services or work Recipient provided using the Electronic Documents and for updating any such services or work to the extent necessary.

H. Recipients shall be responsible for determining if the Electronic Documents are sufficient for Recipient's purposes.

I. If the Architect provides the Electronic Documents in a format that is subject to copying, editing, or other manipulation by Recipient, Recipient may copy, edit, and use the Electronic Documents to produce drawings, specifications, Shop Drawings, cost estimates, material take-offs, and any other lawful purpose related to Recipient's duties on the Project, provided Recipient shall be solely responsible for Recipient's resulting documents and work.

J. Architect and the Client provide no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose for the Electronic Documents.

K. To the fullest extent allowed by law, Recipient agrees to indemnify, defend, and hold harmless Architect and its consultants from any costs (including attorneys' fees and costs), claims, or causes of action, to the extent arising from Recipient's negligent or wrongful use of the Electronic Documents, including Recipient's modification or unlicensed use of the Electronic Documents.

L. Architect shall not be responsible for any failure of Recipient to accurately reproduce the Electronic Documents. Recipient shall be responsible for confirming the compatibility of the Electronic Documents with Recipient's hardware and software. In the case of any discrepancies between information Recipient produces using the Electronic Documents and information Architect produces, printed copies produced by Architect shall control.

M. Architect shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Documents are stored, or for any unintentional transmission of computer viruses.

N. The Electronic Documents are the property of Architect , subject only to the rights, if any, of the Owner and Architect's consultants as defined in the agreement between Architect and its Owner. All Electronic Documents are to be treated as confidential and are not to be disclosed to or shared with others, except under the terms and conditions of this transmittal, without the express written consent of Architect.

O. These terms and conditions apply to all Electronic Documents issued by Architect or its consultants for the Project.

END OF SECTION

DEPARTMENT OF REVENUE

Form IC134 Instructions

Contractor Affidavit

No state agency or local unit of government can make final payment to a contractor until the Department of Revenue has certified that the contractor and any subcontractor have fulfilled the requirements of Minnesota withholding tax laws.

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must submit a Contractor Affidavit to the Department of Revenue to receive a certificate of compliance.

Use of Information

The Department of Revenue needs **all** the requested information to determine if you have met the state income tax withholding requirements. If all required information is not provided, Form IC134 will be returned to you for completion.

All information on this Contractor Affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy and certain government agencies as provided by law.

Minnesota Tax ID Number

You must have a Minnesota tax ID number if you have employees who work in Minnesota. You must enter your Minnesota tax ID number on Form IC134.

If you don't have a Minnesota tax ID number, apply online at www.revenue.state.mn.us or by calling our Business Registration Office at 651-282-5225 or 1-800-657-3605.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. Instead, enter your Social Security number in the space for Minnesota tax ID number and explain who did the work.

Submit Contractor Affidavit

Form IC134 cannot be processed by the Department of Revenue until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve your Form IC134.

If you are a subcontractor or sole contractor, submit the form when you have completed your part of the project.

If you are a prime contractor, submit the form when the entire project is completed and you have received certified Contractor Affidavits from all of your subcontractors.

If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Complete both the subcontractor and prime contractor areas on a single Form IC134.

You may submit your Contractor Affidavit either electronically **or** by mail. This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

For an immediate response: Complete and submit your Contractor Affidavit electronically. Go to www.revenue.state.mn.us and choose **Withholding Tax**. Under the File and Pay tab, click on Contractor Affidavit Information for Government Projects.

You may complete and mail Form IC134 to: Minnesota Revenue, Mail Station 6610, St. Paul, MN, 55146-6610. If you have fulfilled the requirements of Minnesota withholding tax laws, the department will sign your Form IC134 and return it to you.

To receive your final payment, submit the certified Contractor Affidavit to the government unit for which the work was done. If you are a subcontractor, submit the certified Contractor Affidavit to your prime contractor to receive your final payment.

Information and Assistance

Additional forms and information, including fact sheets and frequently asked questions, are available on our website.

Website: www.revenue.state.mn.us

Email: withholding.tax@state.mn.us

Phone: 651-282-9999 or 1-800-657-3594

This information is available in alternate formats.

MINNESOTA STATE
SECTION 00 72 00

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

GENERAL CONDITIONS

The "General Conditions of the Contract for Construction" for this Project shall be Minnesota State AIA Document **Minnesota State A201 - 2017 Edition,** Electronic Format, as amended by the Owner, and included hereinafter.

THIS IS A COVER PAGE
SEE ATTACHED AIA DOCUMENT A201-2017 ON THE FOLLOWING PAGES

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

RECS TEMPLATE

THE OWNER:
(Name, legal status and address)

State of Minnesota, Department of Administration
Real Estate and Construction Services
50 Sherburne Ave, Rm 309
St. Paul, MN 55155

THE ARCHITECT:
(Name, legal status and address)

FIRM NAME
ADDRES

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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User Notes: (69a1c5deea10dcce98f36ae4)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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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 a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's 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 the Owner and by Separate Contractors.

§ 1.1.5 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.

§ 1.1.6 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.

§ 1.1.7 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.

§ 1.1.8 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.

§ 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.

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§ 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 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model 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.

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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 designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 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 changes in existing facilities.

§ 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 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 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. 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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 prior approval of the Architect and the 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 Architect's 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 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 Architect in the Architect's 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 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 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 2.3.4, 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

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purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the 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 Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 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 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, 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 and 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. Unless the Architect 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 Work 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 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 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.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner 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 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.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work 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 Contractor shall secure and pay for the building permit as well as 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 and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect 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 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 and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that 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 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.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect 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 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 for the Owner's and Architect's information 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.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect'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 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 perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including 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 Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

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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 is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is 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 Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner 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 approved by the Architect.

§ 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 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 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

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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 and the Architect 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.

§ 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 Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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.

§ 3.14 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 or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and 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 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 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 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 or Architect. 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.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, 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

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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

§ 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 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The 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. The 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.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor 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 Contractor 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 Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 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. Review of such submittals 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 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 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 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 Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 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 rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests 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 a Separate Contractor or the subcontractors of a Separate Contractor.

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§ 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 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities 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 Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect 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 proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner 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 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 and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner 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.

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§ 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 and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. 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 separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 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 and Separate 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 or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify 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 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 Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor 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 a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 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 or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate 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 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, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner 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

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect 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.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner 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 Architect 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 Architect 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 Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.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 Architect 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 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 Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's 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 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 Architect will 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 Architect 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 Architect 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.

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§ 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.

§ 8.3 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 or Architect, of an employee of either, or of a Separate Contractor; (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 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 Architect 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 Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by 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 ten days before the date established for each progress payment, the Contractor shall submit to the Architect 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 or Architect require, such as copies of requisitions, and releases and waivers of liens 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 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

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whom the Contractor intends to pay.

§ 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.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor 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 Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, 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 entitled to payment in the amount certified. The foregoing representations 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 Architect. However, the issuance of a Certificate for Payment will not be a representation that the 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 Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The 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 previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from 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;
- **.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;

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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 withholds certification for payment under Section 9.5.1.3, 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 Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a 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 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 Architect 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 Architect and Owner 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 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.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after 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 Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner 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 that 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 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 Contractor's list, the Architect 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 Contractor's 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 to determine Substantial Completion.

§ 9.8.4 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; 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.

§ 9.9 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 shall 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.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, 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.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's 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 Architect's final 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 (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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the 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 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.

§ 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.

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.

§ 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;

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.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; and

.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.

§ 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 and 10.2.1.3 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 and 10.2.1.3. 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 or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either 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 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 and Substances

§ 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 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 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 and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

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by the Owner, the Owner shall propose another to whom the Contractor 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, Architect, 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 in the affected area 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, 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 to the Owner 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

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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 the Contractor 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 to the Contractor 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 Architect and Architect's consultants; and (3) 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 the Agreement 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 Architect, Architect's consultants, 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.

§ 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 and Architect for loss of use of the Owner's property, due to

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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 Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the 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 Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's 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 Architect has not specifically requested to examine prior to its being covered, the 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 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 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 promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner 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.

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§ 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.

§ 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 or Separate 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, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 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, 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 Architect timely notice of when and where tests and inspections are to be made so that the 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

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approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the 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 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 Architect of when and where tests and inspections are to be made so that the 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 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 Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the 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

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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;
- **.3** Because 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 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 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 and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and 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 or entities 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 and the Architect, terminate the Contract and recover from the Owner as provided in

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Section 14.1.3.

§ 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, and upon certification by the Architect that sufficient cause exists to justify such action, 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 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 be certified by the Initial Decision Maker, upon application, 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 Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. 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 the 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.

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§ 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 one of the parties 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 term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. 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.

§ 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 either the Owner or 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 notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party 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.

§ 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 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 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 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 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 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

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may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees 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 shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially

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similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for
AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

RECS TEMPLATE

State of Minnesota, Department of Administration
Real Estate and Construction Services

50 Sherburne Ave, Rm 309
St. Paul, MN 55155

FIRM NAME

ADDRES

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Certification of Document's Authenticity

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I, , 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 10:29:23 CST on 02/27/2026 under Order No. 20250122412 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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MINNESOTA STATE
SECTION 00 73 46

PREVAILING WAGE RATE REQUIREMENTS AND PROJECT SPECIFIC WAGE RATES

This project is subject to Minnesota Labor Standards and Wages requirements of Minnesota Statutes Chapter 177.

1. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this project contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

   For more information regarding prevailing wage and its application, contact:

   Minnesota Department of Labor and Industry
   Prevailing Wage unit
   443 Lafayette Road N.
   St. Paul, MN 55155
   Phone: (651) 284-5091
   E-mail: dli.prevwage@state.mn.us
   Web: https://www.dli.mn.gov/business/employment-practices/prevailing-wage-information

2. The Bidder shall review Specifications Section 00 73 46, Prevailing Wage Rate Requirements, to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this project contract.

A COPY OF THE APPLICABLE PREVAILING WAGE RATE DETERMINATION SCHEDULE FOR THIS PROJECT, AS PUBLISHED BY MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY, IS ATTACHED AS AN APPENDIX FOLLOWING THIS SECTION 00 73 46 FOR REFERENCE PURPOSES.

Submittal

The Contractor is solely responsible for payment of all required Prevailing Wage Rates. Further, the Owner will not be liable for increased labor cost, errors in the rates or classifications, or changes to same prior to or after the award of Contracts. The Contractor and all Subcontractors shall furnish to the contracting agency, copies of any or all payrolls **not more than 14 days after the end of each pay period**. The payrolls must contain all the data required by Minnesota Statutes Section 177.30.

The use of Minnesota State Form 073, Part 1 Prevailing Wage Payroll Information and Part 2 Statement of Compliance, is MANDATORY. This is a two part form and is made available for the convenience of Contractors and Subcontractors who are required to submit prevailing wage payroll information (see sample forms attached). These forms can be found and downloaded at: Minnesota State - eManual Version 2.0 for Vendors, under Project Phases, Construction (CO), CO.23 and CO.24.

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS

THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 21

County Name: DOUGLAS

Effective: 2025-12-22

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

County: DOUGLAS (21)

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2025-12-22	39.27	25.73	65.00
		2026-05-01	40.52	27.48	68.00
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2025-12-22	39.27	25.73	65.00
		2026-05-01	40.52	27.48	68.00
103*	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2025-12-22	31.66	22.78	54.44
104*	FLAG PERSON	2025-12-22	39.27	25.73	65.00
		2026-05-01	40.52	27.48	68.00
105	WATCH PERSON	2025-12-22	31.00	1.35	32.35

LABOR CODE AND CLASS			EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
106	BLASTER		FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
107*	PIPELAYER (WATER, SEWER AND GAS)		2025-12-22	38.00	24.26	62.26
108	TUNNEL MINER		FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
109*	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)		2025-12-22	36.00	24.26	60.26
110*	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	+$950,000	2025-12-22	28.11	17.69	45.80
		-$950,000	2025-12-22	26.36	17.69	44.05
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)		FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
SPECIAL EQUIPMENT (201 - 204)						
201*	ARTICULATED HAULER		2025-12-22	44.54	29.35	73.89
202*	BOOM TRUCK		2025-12-22	44.54	29.35	73.89
203*	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT		2025-12-22	31.66	22.78	54.44

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	(EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS				
204	OFF-ROAD TRUCK	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2 *		2025-12-22	36.03	29.17	65.20
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3 *		2025-12-22	34.96	29.17	64.13
		2026-05-04	35.93	30.77	66.70
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4 *		2025-12-22	36.90	2.52	39.42
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332					

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				
337	DIRECTIONAL BORING MACHINE				
338	DOPE MACHINE (PIPELINE)				
340	DUAL TRACTOR				
341	ELEVATING GRADER				
345	GPS REMOTE OPERATING OF EQUIPMENT				
347	HYDRAULIC TREE PLANTER				
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357	PUGMILL				
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360	SCRAPER				
361	SELF-PROPELLED SOIL STABILIZER				
362	SLIP FORM (POWER DRIVEN) (PAVING)				
363	TIE TAMPER AND BALLAST MACHINE				
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE				
GROUP 5 *		2025-12-22	32.64	29.17	61.81
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372	FORM TRENCH DIGGER (POWER)				
375	HYDRAULIC LOG SPLITTER				
376	LOADER (BARBER GREENE OR SIMILAR TYPE)				
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER				
379	POWER ACTUATED JACK				
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384	STUMP CHIPPER AND TREE CHIPPER				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
385	TREE FARMER (MACHINE)				
GROUP 6 *		2025-12-22	31.06	26.40	57.46
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
389	DREDGE DECK HAND				
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
393	LEVER PERSON				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
COMMERCIAL POWER EQUIPMENT OPERATOR					
GROUP 1 *		2025-12-22	48.89	29.35	78.24
501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)				
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 2		2025-12-22	49.80	29.36	79.16
		2026-05-04	51.52	30.96	82.48
504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)				
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 3 *		2025-12-22	48.23	29.36	77.59
		2026-05-04	49.89	30.96	80.85
508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)				
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)				
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)				
511	STATIONARY TOWER CRANE UP TO 200 FEET				
512	SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)				
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 4 *		2025-12-22	46.99	25.20	72.19
515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
516	FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
517	HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)				
518	LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)				
519	OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)				
520	TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 5		2025-12-22	45.21	29.36	74.57
		2026-05-04	46.41	30.96	77.37
521	AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522	CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523	CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525	FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526	FRONT END, SKID STEER 1 C YD AND OVER				
527	HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528	MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529	POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530	PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531	SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532	STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533	TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534	WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 6 *		2025-12-22	42.94	29.35	72.29
535	CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536	FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537	FRONT END, SKID STEER UP TO 1 C YD				
538	GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539	TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7		2025-12-22	42.29	29.36	71.65
		2026-05-04	43.38	30.96	74.34
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544					

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546	PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547	PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 8 *		FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
TRUCK DRIVERS					
GROUP 1		2025-12-22	28.00	0.84	28.84
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2 *		2025-12-22	23.10	6.91	30.01
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3 *		2025-12-22	25.00	6.91	31.91
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4 *		2025-12-22	23.00	6.76	29.76
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2025-12-22	55.34	33.85	89.19
		2026-06-08	59.39	33.85	93.24
702	BOILERMAKERS	2025-12-22	48.35	31.93	80.28
703	BRICKLAYERS	2025-12-22	44.37	29.94	74.31
		2026-05-04	47.87	29.94	77.81
704	CARPENTERS	2025-12-22	36.14	27.98	64.12
		2026-05-04	39.14	27.98	67.12
705*	CARPET LAYERS (LINOLEUM)	2025-12-22	34.23	25.38	59.61
706*	CEMENT MASONS	2025-12-22	48.21	24.97	73.18
707	ELECTRICIANS	2025-12-22	43.25	23.49	66.74
708*	ELEVATOR CONSTRUCTORS	2025-12-22	62.52	45.36	107.88
		2026-01-01	65.21	46.21	111.42
709	GLAZIERS	2025-12-22	38.65	22.89	61.54
710*	LATHERS	2025-12-22	23.50	0.92	24.42
712	IRONWORKERS	2025-12-22	46.35	37.86	84.21
		2026-05-03	49.50	37.86	87.36
714*	MILLWRIGHT	2025-12-22	42.95	37.81	80.76
		2026-05-01	46.15	37.81	83.96
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2025-12-22	33.13	26.14	59.27
		2026-05-01	35.73	26.14	61.87
716*	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2025-12-22	49.46	30.23	79.69

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
717	PIPEFITTERS . STEAMFITTERS	2025-12-22	46.34	21.34	67.68
		2026-05-01	49.64	21.34	70.98
718	PLASTERERS	2025-12-22	45.98	24.45	70.43
719	PLUMBERS	2025-12-22	46.34	21.34	67.68
		2026-05-01	49.64	21.34	70.98
720	ROOFER	2025-12-22	44.93	24.21	69.14
		2026-04-06	46.93	24.21	71.14
		2026-10-05	48.68	24.21	72.89
721	SHEET METAL WORKERS	2025-12-22	50.86	30.51	81.37
		2026-05-01	54.96	30.51	85.47
722*	SPRINKLER FITTERS	2025-12-22	45.93	27.26	73.19
		2026-04-01	48.71	28.56	77.27
723	TERRAZZO WORKERS	2025-12-22	30.66	10.53	41.19
724*	TILE SETTERS	2025-12-22	25.00	0.00	25.00
725*	TILE FINISHERS	2025-12-22	14.00	0.00	14.00
726	DRYWALL TAPER	2025-12-22	34.42	25.62	60.04
		2026-06-01	37.47	25.62	63.09
727*	WIRING SYSTEM TECHNICIAN	2025-12-22	47.73	22.24	69.97
728*	WIRING SYSTEMS INSTALLER	2025-12-22	33.44	17.82	51.26
729*	ASBESTOS ABATEMENT WORKER	2025-12-22	41.23	25.99	67.22
730*	SIGN ERECTOR	2025-12-22	34.91	20.31	55.22

SECTION 01 11 00

SUMMARY OF WORK

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. This Project Manual with Bidding Requirements, General Requirements, and Technical Specifications along with the accompanying Drawings and all issued Addenda are intended to describe and illustrate all work; including labor, materials and equipment; necessary to complete this project.

B. Coordination with Terra Construction and all other Trade Contractors on site will be required.

C. Terra Construction, by separate contracts will bid the Work as shown on the Drawings and indicated in the Technical Specifications.

2.01 TRADE CONTRACTORS' WORK SCOPES:

A. This is a Construction Management Project. There is no General Contractor. If the term "General Contractor" is used in the Contract Documents, it shall mean the "Contractor" or "Trade Contractor". The Construction Manager (Terra Construction) will award separate contracts for all bid categories described. The Project will be administered, managed and coordinated by Terra Construction.

B. Although each Contract involves an obvious and recognizable segment of "convention" subcontracting, multiple contract performance requires that adjustments be made to permit the completion of a contract as a construction unit. Each Contractor is to review the total scope of their responsibilities with respect to their work and provide for same in their proposal. Each statement or requirement in the Contract Documents is a directive to the applicable Contractor unless responsibility is specifically assigned to others.

C. All work relative to the Project is identified by the Contract Documents. Each Trade Contractor is required to review all portions of the Contract Documents to completely determine their Scope of Work, and to become familiar with the scope of work of others. Nothing contained in the work scope description shall be construed as overriding or changing the Contract Documents. Disputes concerning the assignment of work between Trade Contractors will be interpreted by Terra Construction, and recommendations for resolution of the dispute provided to the Architect.

D. The scope of each Trade Contractor's work is defined in Specification Sections 01 1201 and 01 1202. Each Trade Contractor shall familiarize themselves with the requirements of those contracts that interface with their own. The Trade Contractor shall consider the fact that their work follows the work of another Subcontractor and that still another Subcontractor will interface with the work of their own.

E. Nothing contained in the Contract Documents and especially in the work scope shall be construed as a work assignment to any construction industry trade. Each Trade Contractor is responsible for their own decision on work assignments and shall make them in accordance with the prevailing practice in the area of the project, and in such a way that neither their progress nor the progress of others shall be adversely affected by the Trade Contractor's decision.

3.01 START OF WORK / SUBSTANTIAL COMPLETION

A. Begin work when scheduled by Terra Construction. Start of work is 4/6/2026, weather dependent. Achieve Substantial Completion as scheduled to prevent delay in the work of others. Substantial completion is 8/3/2027.

B. Deviations from the schedule must be authorized by the Construction Manager.

4.01 CONSTRUCTION CONTRACTS

A. Terra Construction will award various contracts according to the quantity of Bid Categories. There will not be a General Contractor.

5.01 PROJECT SCHEDULE

A. Conform to starting dates, progress of the Work and completion dates of each portion of the work to the Project Schedule as established by Terra Construction.

B. All Trade Contractors shall prepare and submit to Terra Construction a Submittals Schedule for shop drawings, product data, and samples and a Material Status Report. All submittals and material deliveries shall support the Project Schedule as established by Terra Construction.

C. Submit schedule updates and Material Status Report updates with applications for payments as requested by Terra Construction.

D. Furnish manpower staffing information as requested by Terra Construction.

E. Coordinate subcontractors, material purchases, shop drawing submissions, delivery of materials, sequence of operations, etc., to conform to the Project Schedule and furnish proof of same as may be required by Terra Construction.

F. Terra Construction will revise and periodically update the Project Schedule as necessary to conform to the current status of the Project and furnish copies to the Owner, Architect and each Trade Contractor.

6.01 PERMITS, FEES AND NOTICES

A. The Construction Manager will pay for and secure the building permit for the Project. Included will be the building permit fees, state surcharge and other fees customarily charged to the building permit.

B. The Owner will pay any sewer (SAC) and water (WAC) accessibility charges.

C. Each Trade Contractor shall secure and pay for all other permits, governmental fees, licenses and inspections necessary for the proper execution and completion of this work, which apply at the time bids are received.

7.01 USE OF THE SITE

A. Maintain access at all times to the main entrance to the site. Coordinate with the Construction Manager for location of material, equipment, vehicle, storage, etc.

B. Do not load structures with weights which will endanger the structure.

8.01 COMMENCEMENT OF THE WORK

A. Do not commence the Work or allow any Subcontractor to commence the Work until:
   1. The Contract has been fully executed; and Terra Construction has issued a Notice to Proceed.
   2. Terra Construction has approved evidence of the Trade Contractor's Liability Insurance and any other insurance required to be purchased by the Trade Contractor.
   3. Layout will be the responsibility of each Trade Contractor.
   4. Safety Data Sheets (SDS) have been submitted to Terra Construction and are available on building site.

5. Trade Contractor's Written Safety Program has been submitted to Terra Construction and is available on building site.
6. Trade Contractor's Written COVID-19 Mitigation Plan has been submitted to Terra Construction and is available on building site.

9.01 LAYOUT OF THE WORK

A. Each Trade Contractor is responsible for the layout of their work. Immediately report any perceived discrepancies in the Drawings to Terra Construction and make adjustments in accordance with instructions given by Terra Construction.

10.01 OPENINGS, BLOCKING, BACKING AND GROUNDS

A. Each Trade Contractor shall be responsible for providing backing and grounds in all walls and above ceilings necessary for the installation of all contracted work.

B. Make suitable preparations for the hangers, inserts, anchors, grounds and supports that are to be embedded in concrete, masonry walls, floors, partitions or structural members, or that are to pass through or be attached thereto. Provide and install proper sleeves, boxes, receptacles or chases for all openings or recesses to receive work occurring in or passing through any such members, all of which shall be located accurately and secured firmly in place before any such masonry has been erected, concrete poured or walls/ceilings enclosed.

11.01 WORKING HOURS

A. The Trade Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of Terra Construction and other trades in order to maintain construction progress schedules, as established by the Terra Construction and Owner. In the event that its force is, in the judgment of Terra Construction, inadequate to meet the established schedules during the regular work hours, the Trade Contractor agrees to work sufficient overtime hours or increase its work force to meet such schedules at no extra cost to Terra Construction or Owner.

B. If Trade Contractor chooses to work overtime hours to meet the schedule due to inadequate force of workers, the Trade Contractor shall be responsible for costs of additional field supervision if required by Terra Construction. Trade Contractor(s) responsible for delay(s) that require overtime supervision by Terra Construction will be charged for supervision as noted.

C. All Trade Contractors will be required to work a minimum of Monday through Friday. Shortened work weeks will require approval from Terra Construction. Standard working hours are to be 7:00am – 3:30pm. Working outside of these hours will require approval from Terra Construction.

12.01 SNOW AND ICE REMOVAL

A. Terra Construction will remove snow and ice from on-site construction access roads around the exterior of the Project and at access points up to the building as determined by Terra Construction.

B. Each Trade Contractor will be required to remove other snow and ice as necessary to perform their respective work. This will be disposed of as directed by Terra Construction to minimize interference with other Trade Contractors.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 1201

GENERAL REQUIREMENTS FOR ALL BID CATEGORIES

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes
   1. Trade Contractor Requirements

2.01 TRADE CONTRACTOR'S REQUIREMENTS

A. Safety
   1. Maintenance of safe working conditions for employees and others working in the vicinity. Maintain an ongoing Safety Program while on site.
   2. Trade Contractor shall submit a comprehensive Safety Plan to Terra Construction award of contract.
   3. There will be a daily morning site meeting with the Terra Construction's Site Superintendent and each Trade Contractor's lead foreman to review safety items.
   4. All individuals within the construction limits shall always wear proper Personal Protective Equipment (PPE), including but not limited to hard hats, high visual safety vests, work boots and safety glasses. This PPE shall be worn until the Certificate of Occupancy has been issued by the local jurisdiction.

B. Quality
   1. Each Trade Contractor shall initiate a defined quality checking process, participate in pre-construction and preparatory meetings, prepare required mock-ups, and accommodate initial and follow-up inspections. Reference the quality control & assurance requirements.

C. Temporary Protection
   1. Provide any and all required temporary walls, barricades and cover related to Trade Contractor's work for maintenance of security, safety, cleanliness and weather tightness.

D. Cleaning
   1. Ongoing cleanup of work area and removal of debris related to Trade Contractor's work to Terra Construction's supplied dumpsters unless otherwise specifically noted.

E. Protection of Existing Installations
   1. Protect against damage to new or existing improvements, including but not limited to pavement, curbs, utilities, trees, landscaping, etc.
   2. The Trade Contractor responsible for causing the damage shall repair, replace, and/or correct any damage resulting from its activities at no additional cost to the project. Restoration of site locations disturbed by Trade Contractor's work outside the construction limits indicated on the drawings. This includes cleanup and/or repair of public roads and highways to their original condition.

F. Meetings
   1. Attendance of Trade Contractors foreman will be required at weekly site coordination meetings as scheduled by Terra Construction during the duration of the Trade Contractor's work on site and the two (2) weeks prior to the start of scheduled work.

G. Coordination
   1. Trade Contractor is required to provide full time lead foreman during its Work and closely coordinate its Work with Terra Construction, Owner, and other Trade Contractors on site and the requirements of the construction schedule.

2. Trade Contractors shall fully and directly coordinate their Work with that of all pertinent Bid Categories, to identify any irregularities that may result in spatial conflict, inoperable systems or impacts to its own operations and coordinate with other trades. Immediate written notification to Terra Construction shall be made upon the discovery of such irregularities.
3. Terra Construction will utilize the Construction Management programs Procore and CMiC. All Subcontractors are highly encouraged to engage on the platform for site coordination, payment procedures and general construction coordination.

H. Mobilization
1. Mobilizations as required and scheduled by Terra Construction.

I. Submittals
1. Trade Contractor shall provide all submittals, shop drawings and samples as specified.

J. Testing Agencies
1. Trade Contractor shall fully coordinate its Work and cooperate with testing agencies (services provided by the Owner).
2. Additional testing costs required because of nonconformance or deficiencies by Trade Contractor are the responsibility of the Trade Contractor.
3. Trade Contractor shall provide access for testing agencies to test and inspect work.

K. Survey and Layout
1. Primary control points and benchmarks will be provided by Terra Construction. All other surveying required for a complete installation shall be the responsibility of each Bid Category contractor.
2. Trade Contractors shall protect and maintain the established control points and construction staking. Any primary control points or staking disturbed by the Trade Contractor's operations will be replaced by Terra Construction at the Trade Contractor's cost.

L. Schedule and Work Sequence
1. Time is of the essence regarding these Bid Categories. Bidders are encouraged to review the Contact Documents carefully and to structure their Bid such that the necessary resources are provided to successfully meet these dates.
2. Bidders will be asked to provide their own individual schedule detail to be inserted into Terra Construction's master schedule.
3. An activity Duration Schedule shall be submitted to Terra Construction within 14 days of the Letter of Intent.

M. Permits
1. The Owner will pay for and obtain the General Building Permit. Each Trade Contractor shall obtain and pay for all other permits required to complete their work.

N. Temporary Facilities
1. Temporary Power & Lighting
    1. The Electrical Bid Category will be responsible for providing temporary power & lighting throughout the project. The cost of such electricity (utility bill) will be paid for by Terra Construction.

2. Temporary Heat & Ventilation
    1. Terra Construction will be responsible for providing temporary heating and ventilation throughout the project. The cost of such gas (utility bill) shall be paid for by Terra Construction.

3. Portable Toilets

1. Are provided by Terra Construction for use by Contractors.

4. Dumpsters
    1. Are provided by Terra Construction for use by all trade contractors with the exception to earthwork, utilities and roofing scopes of work.
    2. All Trade Contractors shall compact all boxes, shipping containers and cartons to the greatest degree possible before depositing them in onsite dumpsters. Failure to perform this operation may result in dumpster charges being assessed to the responsible Subcontractor.
    3. 75% recycling rate is required for this project by B3. Monthly waste reporting is required.

5. Trash Barrels
    1. Each Trade Contractor shall provide trash barrels (with secure covers) as needed for its Work, which shall be emptied daily by the Trade Contractor into the onsite dumpsters.

O. Access to the Work
1. Trade Contractors requiring access to the building shall review the roads and paths and be responsible for determining their suitability for heavy loads.
2. Any requirements beyond the roads and paths provided shall be the responsibility of the Subcontractor requiring such access.

P. Deliveries
1. Trade Contractors to provide all material required for their bid category.
2. All applicable taxes if required, freight charges, marking, protection and delivery to job site are the responsibility of the Trade Contractor.
3. The Trade Contractor shall provide a 48-hour advance notice to Terra Construction shipments to the job site. If a 48-hour notice is not given, shipment / on-site staging space may be refused Terra Construction.
4. Deliveries by Trade Contractors must be made to the job site at times to permit unloading by the installing Trade Contractor prior to the end of normal working hours. Overtime premiums required for unloading of materials after normal working hours shall be paid by the Trade Contractor. Trade Contractor shall verify material sizes, quantities, field dimensions and conditions unless noted otherwise.
5. Trade Contractor shall provide a minimum 2-week notice on all lane shutdowns.
6. Material Only Bid Categories shall deliver material prior to installation. It is the responsibility of the material supplier to ensure that the material is ready and available for erection and/or installation as the progress of the project allows. It is the responsibility of the installation contractor to inventory and unload all materials. Coordinate with Terra Construction.

Q. General Conditions
1. Each Trade Contractor shall provide all General Conditions work including but not limited to: scaffolding, shoring, hoisting, unloading, inventorying, warehousing, security, material handling, handling equipment, temporary protection, enclosure protection and all safety devices necessary to perform the Work of their subcontract.

R. Parking
1. A small amount of onsite parking will be available within the Project limits. The parking space will be provided on a first come, first served basis. Security of Trade Contractor's employee's vehicles shall be the responsibility of the Trade Contractor.

S. Hoisting
1. Each Trade Contractor shall provide all hoisting, offloading and material handling equipment, telescopic boom lifts, scissor lifts, etc. necessary to execute the Work of its Bid Category.

T. Taxes
1. The bid shall include all applicable Federal, State and Local Taxes.

U. Insurance
1. All Bidders shall review the insurance provisions of the Agreement and the General Conditions of the Contract for Construction. The Owner, Architect and Terra Construction shall be listed as additional insured.

V. Payment and Performance Bonds
1. All first-tier subcontractors (i.e., subcontractors contracting directly with the Construction Manager at Risk) shall furnish payment and performance bonds, each in an amount equal to one hundred percent (100%) of the Subcontract Sum, in accordance with the Prime Agreement and Guaranteed Maximum Price (GMP) requirements.
2. Such bonds shall name Terra Construction as the obligee.
3. Bonds shall be issued by a surety licensed to do business in the project jurisdiction and acceptable to Terra Construction and shall remain in full force and effect for the duration of the Subcontract, including any warranty or correction periods required by the Prime Agreement or this Subcontract.
4. The penal sum of each bond shall be increased as necessary to reflect approved changes to the Subcontract Sum.
5. Subcontractor shall deliver executed bonds evidencing compliance with this requirement prior to commencement of the Work. Failure to do so shall constitute a material breach of this Subcontract and shall permit the CMAR to withhold payment until such requirement is satisfied.

W. Procurement and Storage
a) Stored materials may be billed, and payment shall be processed with valid proof of storage and insurance coverage. Include photos of materials in storage, location, and certificate of insurance covering the materials
b) Warranty Periods are to begin at substantial completion. Refer to the project phasing plan for substantial completion dates.

X. Change Orders
1. Upon request by the Owner, or initiation of a change order by the Construction Manager, the Bid Category Contractor shall submit a change order proposal identifying proposed changes in the contract time and contract sum. If the contractor proposed an adjustment in contract time, the proposing contractor shall submit an updated project schedule and submittal schedule. If the Contractor proposes an adjustment to the contract sum, and the contract documents do not provide unit prices or another specific basis for adjustment, the change order proposal shall propose either a lump sum adjustment in the contract sum, based on the contractors estimated increase or decrease in the cost of work attributable to the change, or propose an adjustment in the contract sum based on the contractor's cost plus mark-up described in the contractors proposal as modified by the owner subject to the following
    a) Proposals shall be provided with a detailed breakout of labor rates, additional hours, material quantities and prices, equipment rental, taxes, bonds, insurance, overhead, and profit.
    b) Maximum Mark-up percentage allowable on self-performed work: with respect to pricing change orders, the maximum mark-up percentage fee to be paid to contractor or any subcontractor (regardless of tier) on self-performed work shall be a single mark up percentage not-to-exceed ten percent (10%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change order or extra work; (2) the net cost of

material and installed equipment incorporated into the change or extra work and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the work.

c) Maximum mark-up percentages allowable on work performed by subcontractors: With respect to pricing the portion of change order proposals involving work performed by subcontractors, the maximum mark-up percentage fee allowable to the contractor or subcontractor supervising the lower tier contractor's work shall not exceed five percent (5%) of the net sum of all approved change order work performed by all subcontractors combined for any particular change order proposal.

d) No Mark-up on bonds and liability insurance costs: change order cost adjustments due increases or decreases in bond or insurance costs (if applicable) shall not be subject to any mark-up percentage fee.

e) Direct and indirect costs covered by mark-up percentages: As a further clarification, the agreed upon maximum markup percentages allowable are intended to cover the contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the maximum markup percentages allowable include, but are not limited to: Home office expenses, branch office and field office overhead expense of any kind; officers; project management; safety director; superintendents; general foremen; non-working foremen; estimating; engineering; coordinating; expediting; purchasing; detailing; legal; permits; auto insurance and umbrella insurance; auto and pick-up truck costs; and warranty expense costs. The cost for the use of small tools is also to be considered covered by the maximum markup percentages allowable. Small tools shall be defined as tools and equipment (power or non-power) with individual purchase cost of less than $1,000.00

f) Deduct change order and net deduct changes: The application of the mark-up percentage reference in the preceding paragraphs will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the percentages as outlined in above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the mark-up percentage adjustments will be applied to the net amount.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 011202
BID CATEGORY SUMMARY

1.01 SUMMARY

A. With the intent of supplementing and clarifying the scope of work elsewhere defined, and without intending to limit and/or restrict the extent of work required by the Contract Documents, the work generally will consist of the following items and operations listed in each Bid Category. Each Bidder is responsible for ensuring that their price is all inclusive of any requirements in related specification sections or contract drawings not indicated under a specific Bid Category.

B. Each Bid Category is identified by a Bid Category Number and Bid Category Description. These designations shall be placed on the Bid Form, and the Bid Category description shall become the scope of work for the successful Trade Contractor selected for each Bid Category.

C. Each Bidder shall examine the Contract Documents of all disciplines to determine the extent of the proposed construction and shall perform the work to conform to construction called for and, in such manner, as not to interfere with or delay work of other Contractors.

D. It is important that all Bidders review all the Bid Categories as items and statements contained in other Bid Categories will clarify the interaction of each Bidder's work with others.

E. Additional charges will not be considered for work which, prior to bidding, could reasonably be inferred as appropriate by examining all disciplines of the contract documents.

F. Assignment of work by Specification Section does not exclude the applicability of other Specification Sections, including all general requirements. Specification Sections may be cross-referenced and establish a standard of quality for applicable work within an assigned Bid Category.

G. If there is a conflict on a specific item between the Contract Documents and the Bid Category Description, the Bid Category Description will govern. However, if an item is covered in the Contract Documents, but not reiterated in the Bid Category Description, the Bidder shall still be responsible for that item of work.

H. Divisions 00 (Procurement and Contracting Requirements) and Division 01 (General Requirements) shall apply and be included in all Bid Categories.

I. The term "complete" shall be defined as all-inclusive, having all necessary and appropriate parts to furnish and install the scope of work per the contract documents.

J. The phrase "as applied" shall be defined as work included in the scope but is defined under related spec sections regarding material, quality, and execution standards.

K. The phrase "labor only" shall be defined as providing labor and equipment necessary to install materials provided by others.

L. The phrase "material only" shall be defined as providing adequate quantities of materials and accessories necessary to the installing contractor. The supplier is responsible for providing compatible materials relevant to conditions and details in accordance with the contract documents.

M. The term "furnish" shall mean "to supply and deliver to the Project site, ready for installation".

N. The term "install" shall mean "to receive, inventory, unload, unpack, uncrate, assemble, distribute to place of install, erect, place, anchor, apply, work to dimension, finish, cure, connect to required services, store and protect, and similar operations required to make a product functional for service or use"

O. The term "Maintain" shall mean to keep in good working order for the duration of the project, or until no longer required, as directed by the Construction Manager.

P. Bid Categories have been constructed to follow CSI 2004 Master Format specification sections, however individual Bid Categories may contain work described in more than one specification section.

Q. Local custom and trade union jurisdictional settlements do not control the scope of work included in the Bid Categories.

R. Unless otherwise indicated, Bid Categories include a complete section of Work, including but not limited to labor, materials, equipment, rigging, hoisting, permits and taxes as required.

S. Bid Categories shall coordinate with other trades regarding layout, installation and compatibility of materials. Verification and coordination of all field dimensions to ensure the proper fit and alignment of the Work. Any work that has not been coordinated or located satisfactorily per review by the Architect/Engineer, Owner and/or Construction Manager will be removed and corrected at no additional cost to the Project

T. The Construction Manager will provide a benchmark elevation and offsets to a gridline in both the north / south and east / west direction for project control. All other layout, engineering, and elevation work shall be provided by each Contractor for their scope of work as required.

U. By submitting a Bid, the Trade Contractor acknowledges that they have reviewed all Contract Documents, including previously issued documents and have anticipated, based on information provided, the impact of future Work as it affects their Bid Category.

V. Refer to the Bid Category descriptions listed below instructing which specification section(s) are to be included in each Bid Category. Each Bid Category, whether it includes a single or several sections, shall be bid as one lump sum. A Bidder may bid on as many Bid Categories or combination Bid Categories as qualified to do so. Each Bidder must review the scope of the Bid Categories that they are bidding on and coordinate that Work with the scope of Work identified for all other Bid Categories. A full description of each Bid Category is identified on the following pages. For reference, the Bid Categories are listed below and on the following pages.

2.01 BID CATEGORY LIST

DETAILED WORK SCOPES ARE INCLUDED IN THE FOLLOWING BID CATEGORIES

- BID CATEGORY – SUMMARY
- BID CATEGORY – 01A FINAL CLEAN
- BID CATEGORY – 03A CONCRETE
- BID CATEGORY – 04A MASONRY
- BID CATEGORY – 05C STEEL (SUPPLY & INSTALL)
- BID CATEGORY – 06C CARPENTRY (LABOR)
- BID CATEGORY – 06E CASEWORK
- BID CATEGORY – 07F WATERPROOFING & AIR BARRIER
- BID CATEGORY – 07L ROOFING
- BID CATEGORY – 07N JOINT SEALANTS
- BID CATEGORY – 08A DOORS, FRAMES, HARDWARE (SUPPLY)
- BID CATEGORY – 08C GLASS & GLAZING
- BID CATEGORY – 08G OVERHEAD DOORS
- BID CATEGORY – 09A GYPSUM BOARD
- BID CATEGORY – 09B TILE
- BID CATEGORY – 09C ACT
- BID CATEGORY – 09E FLOORING
- BID CATEGORY – 09H FLUID APPLIED FLOORING
- BID CATEGORY – 09J PAINTING & WALLCOVERING
- BID CATEGORY – 10A SPECIALTIES (SUPPLY)
- BID CATEGORY – 10B SIGNAGE
- BID CATEGORY – 12A WINDOW TREATMENTS
- BID CATEGORY – 21A FIRE SUPPRESSION
- BID CATEGORY – 22B PLUMBING, PIPING, & MECHANICAL
- BID CATEGORY – 25A TEMPERATURE CONTROLS
- BID CATEGORY – 26A ELECTRICAL (26, 27, 28)
- BID CATEGORY – 31C EARTHWORK & UTILITIES

- BID CATEGORY – 32A BITUMINOUS
- BID CATEGORY – 32B SITE CONCRETE
- BID CATEGORY – 32F LANDSCAPING

END OF SECTION

BID CATEGORY 01A – FINAL CLEAN

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 011201, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 011202, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide labor, material, and equipment necessary to complete all work in accordance with the above listed specification.
2. Provide adequate equipment and manpower to maintain the construction schedule established by the Construction Manager.

B. **SAFETY & HOUSEKEEPING**

1. Execute its Work in accordance with the OSHA Regulations, which includes fall protection measures at OSHA indicated elevations.
2. This contractor is required to remove all debris resulting from their scope of work on a daily basis. The Construction Manager will back-charge for any time involved in the cleanup for this Contractor's Debris.

C. **DELIVERY, STORAGE & HANDLING**

1. Ensure material is stored at required temperatures.
2. Ensure that all materials shall be delivered palletized with protective packaging, to prevent any warping or damage to materials. Supplier is responsible for proper storage and material handling prior to delivery to the job site.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

E. **CONSTRUCTION**

1. Provide final cleaning services.

3.01 PROJECT SPECIFIC INCLUSIONS

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

BID CATEGORY 03A – CONCRETE

1.01 GENERAL INCLUSIONS

A. The following information describes the scope of work required of the successful Bidder. The scope of work shall include all labor, materials, supervision, equipment, tools, insurance, bonding, taxes, and all other items required to perform this work.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included with this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 011201, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 011202, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
03 3100	Concrete Forming and Accessories	X			
03 2000	Concrete Reinforcing	X			
03 3000	Cast-in-Place Concrete	X			
03 3511	Concrete Floor Finishes	X			
05 1200	Structural Steel Framing		X		
07 9201	Non-Roof Related Joint Sealants		X		

2.01 SCOPE SPECIFIC INCLUSIONS

A. **WORKFORCE, EQUIPMENT & MATERIALS**

1. Provide labor, material, and equipment necessary to complete all work in accordance with the above listed specification.
2. Furnish and install all cast-in-place concrete in accordance with the Contract Documents. Includes all concrete footings, foundations, stoops, stoop slabs, cast-in-place stairs, ramps, toppings, thickened slabs, etc.
3. Provide all necessary concrete placing and pumping equipment telescopic boom lifts, forklifts, scissor lifts, scaffolding, etc. to perform its Work.
4. Provide and install all concrete reinforcement in accordance with the Contract Documents.
5. Provide all accessory materials required for a complete installation, including, plastic-tipped chairs, Dobies for SOG Work, double mat supports, etc. Use of dowel bar substitute shall be pre-approved through the submittal process.
6. Furnish and install embedded items such as reglets, void forms, joint-filler strips, bond breakers, smooth dowels, water stop, expansion joint material, and keyways.
7. Provide enough formwork to meet the requirements of the Project Schedule.
8. Provide a reinforcement placing workforce sufficient to support the Project Schedule.

B. **SAFETY & HOUSEKEEPING**

1. Complete its work in compliance with OSHA Silica Standards.
2. Provide vertical and horizontal rebar protection in accordance with OSHA guidelines, maintaining this system through the completion of all concrete Work.
3. Execute its Work in accordance with the OSHA Regulations, which includes fall protection measures at OSHA indicated elevations.
4. This Contractor shall remove all debris (including scraps, shavings, sediment, slag, etc.) resulting from their scope of work daily. The Construction Manager will back-charge for any time involved in the cleanup of this Contractor's debris.

5. Roll up extension cords when not in use and inspected weekly. Contractors shall not allow extension cords to obstruct walkways or working areas.
6. The Construction Manager will not provide an on-site concrete washout, this contractor is responsible for controlling concrete washout activities. Concrete trucks and pumps shall have self-contained washouts. Coordinate approved washout locations with Terra Construction.
7. Pouring Concrete on the ground outside of formwork is not permitted.
8. Complete its Work in compliance with the Minnesota Pollution Control Agency (MPCA) and SWPPP requirements.

C. **DELIVERY, STORAGE & HANDLING**
1. Stage / store all rebar on dunnage in a manner that ensures that rebar is not in contact with mud or standing water and is off the ground.
2. Provide all hoisting necessary to offload, store, move and place reinforcing steel to execute the Work.
3. Receive and inventory all CIP embeds. Report any discrepancies between material shown on the bill of lading and actual material delivered to Terra Construction within 48 hours of receipt of material.

D. **PLANNING, COORDINATION & QUALITY CONTROL**
1. Prior to pouring any concrete, participate in a preinstallation meeting with Terra Construction, Owner, Architect, Engineer, and Testing Agency to review quality control measures such as compaction requirements, reinforcing layout, concrete placement, curing methods, control joint layout, depth, and execution.
2. Coordinate all structural excavation and backfill activities required to perform the Work with the Earthwork Contractor and Terra Construction. The Earthwork Contractor will perform all structural excavation and backfill required for the concrete work.
3. Requests for additional compensation due to coordination of utilities and footings/foundation walls will not be considered.
4. Coordinate all logistics relative to concrete placement with Terra Construction.
5. Utilize the latest shop drawing information and shall accurately install embedded items using templates, bracing or other means of assuring the embedded items will remain in place during placement of concrete.
6. Coordinate openings for conduits, pipe sleeves and blockouts during the shop drawing process and provide added rebar at openings to replace those removed due to the opening, whether they are indicated on the Contract Documents. Similarly, bars removed during field modifications shall be replaced with bars equal in size and quantity.
7. Coordinate footing/foundation wall work with underground utilities existing in the facility.
8. Develop, coordinate, utilize and maintain pre-placement checklists, providing for signoffs by local code authorities and other pertinent Trade Contractors. These sign-offs shall occur prior to concrete placement.
9. Design, certify, batch, and deliver ready-mixed concrete materials in strict compliance with Specifications. Mix design modifications required to meet the Specifications shall be furnished and incorporated at no additional costs. All mix designs, product information, certification, test reports, and other written information required by Specification shall be provided by Trade Contractor in a timely manner to support the Project Schedule.
10. If an incorrect mix design is used, this trade contractor is responsible for corrections.
11. Perform quality control on its Work to assure, as a minimum, the following aspects of the Work are following the Contract Documents:
    - Construction is based on the most current Contract Documents.
    - Formwork meets criteria for tolerances & deflections, form tie types and locations, tight fitting joints, quality formwork materials.
    - Inclusion of block outs, sleeves, embeds, conduits, piping, etc.
    - Type, size and quantity of reinforcing; proper use of accessories.
    - Fully executed sign-off form by inspectors and Trade Contractors.
    - Redi-mix concrete quality, proper consolidation procedures, finishing tolerances, curing procedures.
12. Shall schedule the concrete Work and its subsequent curing period to facilitate the application of the waterproofing and any finish systems in accordance with the Project Schedule.

E. **CONSTRUCTION**
1. Upon arrival on-site, this contractor is responsible for layout and grade verification prior to commencing work. Report discrepancies in layout and/or grade to Terra Construction.

Installation of materials (formwork, rebar, vapor barrier, etc.) constitutes acceptance and ownership.

2. Include all costs required to muck-out, dewatering and prep for footings (if needed).
3. Furnish and install vapor barrier where required or shown. Seal vapor barrier to pipe and conduit penetrations through the barrier material. The sand cushion under the concrete slabs shall be by others.
4. Furnish and install compressive filler between its slab-on-grade and CMU walls, per the Contract Documents.
5. Furnish and install a complete formwork system, including but not limited to, OSHA-compliant guardrails (at wall forms, elevated deck edges, deck openings, etc.), toe-boards, blockouts, construction and control joints, hung forms, depressions, curb forms, smooth dowels, dowel bar substitutes, keyway, water stop, dovetail, chamfer strips, expansion joint materials, and 'zip-strips' for caulk joints, vapor barrier, housekeeping pad forms, stair forms, and form liners.
6. Furnish and install any required Polystyrene or cardboard void forms required per the contract documents or for a complete pour.
7. Fill or seal all gaps, holes, seams, etc. that will allow leakage of concrete during placement. Immediately clean-up all slurry leakage.
8. Furnish and install all reinforcement and concrete topping on horizontal surfaces indicated in the Contract Documents, complete. Include the incorporation and coordination of all required blockouts, recesses, embeds, etc. within the topping.
9. Install all anchor bolts, plates, angles, frames, inserts and so on for permanent fabrications or equipment, etc. furnished by others.
10. Utilize templates required for anchor bolt installation. One template will be provided by the steel supplier for each anchor bolt setting, for the use of this Bid Category to fabricate multiple templates. A template shall be installed and used at each anchor bolt setting to ensure proper placement. Templates shall be coordinated with the anchor bolts furnished by the Steel supplier.
11. Layout, furnish and install all embedded dovetail slots required for masonry walls, based on layout information provided by the Masonry Subcontractor.
12. Layout, furnish and install all embedded vertical dowels required for masonry walls, based on layout information provided by the Masonry Contractor. Refer to masonry wall reinforcing details. Provide all rebar material for embedment into masonry walls and topping slabs including but not limited to rebar indicated by structural notes. All anchor bolts and/or vertical rebar intended for reinforcement of CMU above grade walls shall be secured in place prior to concrete placement. All costs and delays associated due to incorrect placement will be the responsibility of this bid category contractor.
13. Install all embedded items, either furnished by this Trade Contractor or by others in accordance with the contract documents and applicable shop drawings.
14. Provide protection to embeds, pre-pour, during pour, and post-pour, as necessary, to avoid subsequent damage.
15. Ensure that all cast in place embeds and threaded anchor bolts are clean and free of concrete and/or slurry prior to steel erection activities starting.
16. Clean surfaces of tie wire, sawdust and all debris (regardless of its source) prior to the placement of concrete.
17. Review all Drawings applicable to its concrete placement to assure other Trade Contractors have included all required embeds, piping, conduits, sleeves, blockouts, etc. within the pour.
18. Coordinate vapor barrier inspections prior to placing concrete.
19. Complete all Work in advance of the scheduled pour date/time to allow inspectors to review the Work prior to concrete placement. Only work inspected by all authorities having jurisdiction and special inspection consultants shall be placed.
20. Be a party to the inspections and immediately correct any items noted by the inspector.
21. Proactively cooperate with the Owner's testing agency in the onsite gathering, storing and transporting of concrete cylinders as well as the testing and reporting of results.
22. Reject all expired concrete and do not place the concrete regardless of the situation. Notify the Construction Manager of the rejected concrete.
23. Provide competent personnel to perform pour-watch beneath the formwork.
24. Recognize that it could be possible some concrete placements may continue beyond an 8-hour workday. Overtime costs to place and finish concrete shall be considered incidental to the Work, with such costs included in the bid.
25. Furnish all concrete toppings, if applicable, at areas identified in the contract documents. Coordinate locations of floor drains with the Mechanical Contractor and slope to floor drains as indicated in the contract documents.

26. Provide a finished slab which meets all requirements of the Contract Documents, especially when subsequent flooring systems require specific flatness standards. At rooms where a trench drain occurs, all concrete slab on grade shall slope to the trench drain. Once the slab is poured, this trade contractor shall perform a water test in the presence of the Owner, Architect and Terra Construction as documentation of proper slope. Any floor areas that do not drain to the trench drain shall be the responsibility of this trade contractor to replace at no cost.
27. Provide a jointing plan for approval prior to placing concrete.
28. Perform control joint saw cutting in strict conformance with the Contract Documents, including the cleaning of joints. The subsequent cleaning of joints and application of sealants is by others.
29. Furnish and install all joints in the concrete, utilizing locations and methods approved by the engineer.
30. Cure concrete utilizing appropriate measures based on climatic conditions (ACI hot and cold weather concreting methods, minimum), finishing of formed and unformed surfaces, sandblast finishes (if required).
31. Bear the costs of and be responsible for any remedial work (e.g. grinding, patching, floor leveling, etc.) on its flatwork until the requirements of the Contract Documents are met.
32. Post pour, include all remedial patching, filling, and skimming to provide acceptable substrates for subsequent trades per industry standards, manufacture standards, or specifications, whichever is most stringent. Coordinate with subsequent trades (i.e. waterproofing, air barrier, epoxy, paint, etc.)

3.01 PROJECT SPECIFIC INCLUSIONS

1. This contractor shall include in its Bid necessary costs to fully comply with all aspects of Hot/Cold Weather Concrete Placing and curing methods.
2. Furnish and install all foundation and under slab rigid insulation. Insulation where foundation waterproofing is shown shall be provided by the waterproofing contractor.
3. Includes concrete for monument signs, trash enclosures, MEP pads, etc.
4. Dig/drill, set, and pour all bollards in accordance with the contract documents. Bollards will be provided by others.
5. Furnish and install all stoop slabs.
6. Furnish and install all concrete housekeeping pads, raised concrete curbs, and concrete bases for Gear washer, truck wash, Mechanical and Electrical equipment. The layout of these housekeeping pads and concrete bases will be by the Mechanical and Electrical Contractors. Coordinate with the Mechanical, Electrical Contractors and Terra Construction. Assume housekeeping pads are to be poured at all new mechanical and electrical equipment.
7. Furnish and install formwork, reinforcing, and concrete for the exterior generator and transformer.
8. Furnish and install all railing sleeves (where indicated) in concrete slabs, walls and curbs. Installation and grouting of railings is by the steel erector.
9. Furnish and install grouting of structural steel base plates and joist bearing pockets in walls. Grouting of mechanical equipment, pipe supports, etc. shall be performed by the respective Contractors.
10. Installation of precast supplier furnished embed plates and connections. See Detail D3/S501.
11. Furnish and install 3" topping at precast plank per S601.
12. Void forms and insulation at stoops and thickened housekeeping pads are to be furnished and installed by this contractor.
13. This contractor will be responsible for augering, pouring, and installing exterior bollards.

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.
B. Include an allowance of $10,000.00 for Terra Construction directed changes.
   - Use of this allowance to be pre-authorized by Terra.
   - Profit and Overhead mark-up cannot be applied to allowances.
   - Unused balance is to be credited back to Terra Construction.
   - Terra has the right to reallocate allowance money as needed.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

END OF SECTION

BID CATEGORY 03D – PRECAST CONCRETE

For Reference Only – Bid Category was Previously Awarded in Bid Package #01

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 011201, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 011202, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
03 4113	Precast Concrete Hollow Core Planks	X			
03 4500	Precast Architectural Concrete	X			

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide labor, material and equipment necessary to provide all work in accordance with the above listed specification sections.
2. Provide all necessary cranes, telescopic boom lifts, forklifts, scissor lifts, scaffolding, etc. to perform its Work.
3. Provide design for precast complete, including connection details, temporary supports, etc.; all developed and stamped by a Professional Structural Engineer licensed to practice in the State of Minnesota.
4. Furnish and install within precast all embedded plates and angles, anchors, lifting lugs, etc. necessary for the erection of Work.
5. Furnish and install all shims, grout, loose plates/angles, etc. to facilitate the execution of the Work and to provide a complete installation.

B. **SAFETY & HOUSEKEEPING**

1. Submit its erection plan and temporary bracing plan to Terra Construction (4) weeks prior to the scheduled start of precast erection. Coordinate items as steel erection, crane paths and grading efforts. Use of a larger crane to minimize loading on the structure shall not be a basis of an increase in the contract.
2. Complete its work in accordance with OSHA standards as it relates to Silica and Fall Protection.
3. Hollow core plank shall include embedded rebar along the perimeter of the outer panels for use as fall protection tie-off points.
4. Install perimeter wood barricades meeting OSHA requirements at the completion of plank erection. Temporary barricades and warning tape shall be installed at the end of each day's plank erection.
5. Provide a full-time competent person on-site to oversee lifting/rigging activities per OSHA requirements.
6. Provide removal off site any precast members not incorporated into the Work.

C. **DELIVERY, STORAGE & HANDLING**

1. Complete a Terra Construction disturbance avoidance plan (DAP), as needed, for precast delivery and installation. The plan shall be provided to Terra Construction 1-week prior to delivery.
2. Lane closures permits and associated costs is the responsibility of this contractor.
3. Coordinate the sequencing and delivery of materials as not to impede the work of others and to comply with local road restrictions and ordnances.
4. This contractor is responsible for providing trained and competent traffic control flaggers during precast delivery.
5. Be responsible for proper storage and protection of its materials against moisture, dirt, damage by others, etc. Materials deemed unacceptable of ruse due to improper storage shall be cleaned, furnished or replaced at no additional costs or impact the Project Schedule.

D. **PLANNING, COORDINATING & QUALITY CONTROL**

1. Be responsible for obtaining information and generating its shop drawings, wherein all applicable information relevant to each precast panel or unit (dimensions, configurations, embeds, sleeves, etc.) is captured on the shop drawings.
2. Identify on the precast members the lift points and orientation of members to structure that coincide with markings on shop drawings.
3. Actively participate in the coordination process in conjunction with other contractors.
4. Coordinate the review of location of field cut precast openings for mechanical & electrical. Note the penetration locations on mechanical and design planks to accommodate field cuts.
5. At locations where vertical reinforcement for CMU walls originates in grouted precast panels, reinforcement shall be provided by masonry contractor and installed by precast contractor.
6. Ensure that the use of curing compounds, form oils, etc. will be compatible with subsequent materials.
7. Furnish (F.O.B. Jobsite) any necessary embeds to the concrete and masonry contractors for their incorporation into cast-in-place concrete or masonry work. Detailed embeds layouts are to be provided 14 days prior to scheduled placement of cast-in-place concrete or masonry work.
8. Participate in a pre-installation meeting, a first day installation meeting, periodic inspections throughout the installation period, and a final inspection review for the precast system installation. Any and all additional provisions are included in this scope of work with no additional costs.
9. Provide all required certifications, including but not limited to the Prestressed Concrete institute's (PCI) Plant Certification Program.
10. Provide welding certifications for persons performing welding on the Project site and at the fabrication facility.
11. 3D Modeling Coordination: Required to deliver 3D models, acceptable to Terra Construction, for coordination of clash detection and project closeout.
    1. Refer to section 013100 – Subcontractor BIM Execution Plan
    2. Modeling Level of Detail (LOD), including, but not limited to:
        a. Precast concrete units, including penetrations and openings identified
        b. Edges of precast and penetrations of structural systems shall be accurately located.
        c. All embeds shall be accurately located.

E. **CONSTRUCTION**

1. Field verify all locations of embedded items and notify Terra Construction both verbally and in writing of any deviations at a minimum of 1 week prior to installation. Notification shall be given to allow sufficient time that corrections, if required, can be made so as not to delay the Project.
2. Provide layout of all its work off of a primary control established and make provisions to preserve these control points.
3. Replace any unit that is noticeably cracked from the process of lifting, handling, or any other reason at no additional cost.
4. Provide slab openings and penetrations for mechanical & electrical utilities in the hollow-core plant (with steel framing, if required).
5. Fill concrete in cores where fasteners will be used.
6. Make repairs found during inspection prior to the start of erection activities.

3.01 PROJECT SPECIFIC INCLUSIONS

1. Provide initial color selection panels for approval. Once initial color selections are approved, provide a mock-up panel per spec. Panel will be used for the basis of color and finish quality.

2. Provide temporary protection of previously installed construction. Clean-up and removal of temporary protection is the responsibility of this contactor (i.e. floor protection while grouting planks over concrete slabs.)
3. Provide temporary heat and cover as needed to complete scope of work.

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

BID CATEGORY 04A – MASONRY

1.01 GENERAL INCLUSIONS

A. The following information describes the scope of work required of the successful Bidder. The scope of work shall include all labor, materials, supervision, equipment, tools, insurance, bonding, taxes, and all other items required to perform this work.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included with this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 011201, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 011202, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
03 2000	Concrete Reinforcing		X		
04 2000	Unit Masonry	X			
04 7200	Cast Stone Masonry	X			
07 9201	Non-Roof Related Joint Sealants		X		
08 1113	Hollow Metal Doors and Frames		X		

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide labor, material, and equipment necessary to complete all work in accordance with the above listed specification.
2. This contractor is responsible to provide sufficient manpower, equipment, and materials to maintain the construction schedule as determined by Terra Construction.
3. Provide all necessary lifts, forklifts, scissor lifts, scaffolding, shoring, etc. to perform its Work.
4. Provide and install all masonry rebar.
5. Provide and install all in-wall flashings and miscellaneous accessories.
6. Provide all control joints and expansion joints integral with or directly adjacent to this Trade Contractor's Work, as required by local codes and the Contract Documents.
7. Provide, erect, maintain and remove scaffolding and shoring as required to perform the Work.

B. **SAFETY & HOUSEKEEPING**

1. Complete its work in compliance with OSHA Silica Standards.
2. OSHA Compliant scaffolding and shoring shall be installed and maintained by a competent person. Trade contractor to provide name of designated competent persons approved to inspect scaffold.
3. Provide the necessary OSHA-Compliant guardrails where wall openings in completed masonry walls present a fall hazard (if any). Holes/spalls in masonry due to these guardrails shall be repaired by this subcontractor removal.
4. Execute its Work in accordance with the OSHA Regulations, which includes fall protection measures at OSHA indicated elevations.
5. Remove the necessary temporary handrail as required to complete its Work. Removed handrail materials (with nails, screws, etc. removed) will be turned over to Terra Construction.
6. Provide vertical and horizontal rebar protection in accordance with OSHA guidelines, maintaining this system through the completion of all concrete Work.
7. This Trade Contractor shall also be responsible for maintaining rebar protection previously installed by others.

8. Provide, install, and remove, when needed, temporary bracing for masonry structure as required. Removal of temporary bracing system shall be completed in a timely manner as to not impede on the construction schedule.
9. This Contractor is required to remove all debris (including scraps, shavings, sediment, slag, etc.) resulting from their scope of work on a daily basis. The Construction Manager will back-charge for any time involved in the cleanup of this Contractor's debris
10. Scrape and broom clean all floors and surfaces within any work area of this Trade Contractor.
11. Extension cords shall be rolled up when not in use and inspected weekly. Contractors shall not allow extension cords to obstruct walkways or working areas.
12. Complete its Work in compliance with the Minnesota Pollution Control Agency (MPCA) and SWPPP requirements.

C. **DELIVERY, STORAGE & HANDLING**

1. Coordinate the staging of materials and equipment with Terra Construction and approved by the Engineer (if floor loading is required) one (1) week in advance of deliveries.
2. All materials stored outside shall be protected in accordance with the Contract Documents and industry standards, whichever is more stringent.
3. Stage / store all rebar on dunnage in a manner that ensures that rebar is not in contact with mud or standing water and off the ground at all times.
4. Coordinate location of its mortar mixing station(s) with Terra Construction.
5. Receive, offload, and inventory all items to be installed within masonry walls. This includes but is not limited to embed plates, hollow metal frames, tie-offs, etc. Report material or quantity discrepancies to Terra Construction immediately.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. Provide mock-ups as required by the specifications that provide examples on installation of air barrier application, through wall flashing, rope weeps and sill and head lintel flashing at openings.
2. Provide manufacturer's representative to participate in a pre-installation meeting, a first day installation meeting, periodic inspections throughout the installation period, and a final inspection review for the masonry system installation. All additional provisions required by the product manufacturers are included in this scope of Work at no additional cost.
3. Coordinate and sequence its work to facilitate the steel joist, beams, and metal deck installation.
4. Coordinate the block outs for beam pockets (if any) within new masonry walls. Install bearing plates provided by the Steel Fabricator. After the Steel Erector installs the steel beams / joists, return and soap in the block out locations with masonry.
5. Coordinate the block outs and sleeves for mechanical and electrical as furnished by the MEP Contractors and installed by this Trade Contractor.
6. Utilize the latest shop drawing information and shall accurately install embedded items using templates, bracing or other means.
7. Perform quality control on its Work to assure, as a minimum, the following aspects of the Work according to the Contract Documents:
    - Construction is based on the most current Contract Documents.
    - Inclusion of blockouts, sleeves, embeds, conduits, piping, etc.
    - Type, size and quantity of reinforcing; proper use of accessories.

E. **CONSTRUCTION**

1. Upon arrival on-site, this contractor is responsible for layout verification prior to commencing work. Discrepancies in layout shall be reported to Terra Construction. Note – primary line and grade benchmarks will be established by Terra Construction.
2. Perform required layout associated with this scope of work, based on primary line and grade established within the building.
3. Refrain from creating permanent markings on exposed concrete surfaces for layout or other activities. If markings are made, the Trade Contractor shall be responsible for removal of such markings as directed by Terra Construction.
4. Furnish and install all wall reinforcement and accessories within the masonry Work.
5. Coordinate special inspection schedule with Terra Construction, 24 hours (minimum) prior to grout placement, at the intervals identified in the Contract Documents.
6. Only work inspected by the special inspection shall be grouted, if dictated by the Contract Documents.
7. Be a party to the inspections and immediately correct any items noted by the inspector.

8. Provide, install, and maintain any and all temporary shoring under masonry bond beams and lintels as required.
9. Allow certain walls to be left out for access and/or installation of mechanical, electrical, elevator, and equipment, if required. This may result in re-mobilization to complete the walls and drilling/grouting of wall rebar dowels. Such Work shall be considered incidental to the Work and included in the Bid.
10. Complete the Work to conform with the profile of adjacent or abutting construction, including beams, raker beams, columns, and slabs. Joint widths shall be uniform and within the specified tolerances.
11. Install "loose" miscellaneous metals that ***are*** shown on the structural drawings. These items shown on the structural drawings will be provided by the Steel Fabricator. Coordinate with the Steel Fabricator and Terra Construction as it relates to these items.
12. Install "loose" miscellaneous metals (e.g. bolts, embedded plates, stainless steel recessed anchor points, ladder tie-offs, elevator hoistway beam, etc.) that ***are not*** shown in the structural drawings.
13. Set and grout hollow metal frames installed within masonry and precast walls.
14. Installation of hollow metal frames at exterior openings that require post-installation per details and sequence of construction requirements shall be by the carpentry contractor.
15. Ensure that all embeds and threaded anchor bolts are clean and free of grout and/or slurry prior to steel erection activities starting.
16. Includes all remedial patching, filling, and our skimming to provide acceptable substrates for subsequent trades per industry standards, manufacture standards, or specifications, whichever is most stringent. Coordinate with subsequent trades (i.e. waterproofing, air barrier, etc.)
17. Include cleaning and washing of all masonry installed.

3.01 PROJECT SPECIFIC INCLUSIONS

1. Recognize that some work will be placed during winter months. This bid package contractor shall include in its bid necessary costs to fully comply with all aspects of cold weather masonry placing and curing materials including all required temporary heat and shelter.
2. Install all head and sill angles shown to be anchored to the CMU wall assembly.
3. Allow use of scaffolding by other trades (i.e., air barrier) for their access to the work areas as required.
4. This contractor is responsible for installed mastic or flashing lap sealant at brick ties and turn bars per Detail C5/A501. Material to be provided by BC#07F – Waterproofing & Air Barrier contractor. Any penetrations through the weather barrier are the responsibility of this contractor.
5. This contractor is responsible for installation of the steel bent plate at the cast stone sill per Detail A5/A502. Bent plate to be provided by steel supplier.

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

BID CATEGORY 05C – STEEL (SUPPLY & INSTALL)

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 011201, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 011202, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
05 1200	Structural Steel Framing	X			
05 2100	Steel Joist Framing	X			
05 3100	Steel Decking	X			
05 5000	Metal Fabrications	X			
05 5100	Metal Stairs	X			
05 5133	Metal Ladders	X			
05 5200	Guardrails	X			
32 1731	Steel Guardrail	X			

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Submit its erection plan and temporary bracing plan to Terra Construction a minimum of four (4) weeks prior to the scheduled start of steel erection. No steel erection shall occur until this Trade Contractor has gained Terra Construction's concurrence that the erection and bracing plans have been sufficiently detailed and planned.
2. Provide all necessary rigging, lifts, forklifts, scissor lifts, scaffolding, shoring, etc. to perform its Work.
3. Note that no barrels or buckets shall be used as shipping containers for hoisting of materials. Only containers designed and load rated for hoisting will be allowed on-site.

B. **SAFETY & HOUSEKEEPING**

1. This Contractor is required to remove all debris (including scraps, shavings, sediment, slag, etc.) resulting from their scope of work on a daily basis. The Construction Manager will back-charge for any time involved in the cleanup of this Contractor's debris.
2. Extension cords shall be rolled up when not in use and inspected weekly. Contractors shall not allow extension cords to obstruct walkways or working areas.
3. Note that any temporary power beyond 120-Volt service will not be provided by Terra Construction.
4. Make all necessary repairs to finishes that are affected by the temporary braces & supports.
5. Develop a Safety Plan for all of their work and fully comply with OSHA Regulations, including third-party inspections of all cranes, boom-trucks and support equipment.
6. Provide fire watch and fully participate in the Project's Hot Work Program.
7. Note that ALL erection to be performed with 100% tie-off at heights required by OSHA Regulations. This Trade Contractor shall provide evidence that its fall protection system is in compliance with the requirements of the OSHA Construction Industry Regulations.

8. Furnish, Install and maintain "leading edge" fall protection systems during decking installation. This Contractor shall design, furnish, and maintain and remove after use a 100% tie off system, utilizing retractable cables, full-body harnesses and all means necessary to achieve 100% tie-off during roof decking installation. This Contractor shall provide evidence that its employees have been trained in the use of these methods. Review of this system by Terra Construction is an absolute prerequisite of the commencement of roof decking installation.
9. Control access onto decked areas until such time as areas have been construction in accordance with the Contract Documents.
10. Furnish, install, monitor and maintain temporary fire extinguishers and wooden stands for same, project-wide, in accordance with OSHA standards.

C. **DELIVERY, STORAGE & HANDLING**

1. Coordinate the sequence and delivery of materials with Terra Construction and other Trade Contractors. Steel delivery shall take place prior to installation. It is the responsibility of the steel supplier to ensure that steel material is ready and available for steel erection as soon as the progress of the project allows. Coordinate with Terra Construction.
2. Receive and unload all steel deliveries. Inventory all deliveries and report any discrepancies between actual material delivered and what is shown in the associated bill of lading within 48 hours of unloading material.
3. One week prior to the start of steel erection, survey all anchor bolts and report any and all issues and discrepancies with Terra Construction.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. Provide all required field measurements / field verification. These specific measurements shall be indicated on the fabricators shop drawings.
2. Ensure that all steel must be free of mill scale, dirt, excess rust and loose paint that would inhibit adhesion of subsequent coatings.
3. Provide erection drawings to the Construction Manager showing exact dimensions locations and layout for all anchor bolt embeds.
4. Furnish steel deck, roof drain sump pans, pour stops, decking closure material and required support at perimeters, penetrations, and changes in direction as shown on the structural documents. Metal decking shall be furnished with a factory-applied primer as specified in the Contract Documents.
5. Furnish repair paint as required by the Contract Documents.
6. Provide the service of a Professional Engineer licensed to practice in the State of Minnesota, for design of joists, bridging, and to design temporary brace supports (if required), with installation by this Trade Contractor in strict accordance with said design. All guy cables and temporary braces shall be coordinated with other subcontractors, such that they will not impede subsequent work by others.
7. Provide the required shop applied finishes (primer, hot dipped galvanized, etc.) as noted in the Contract Documents. All steel must be free of mill scale, dirt, excess rust and loose paint that would inhibit adhesion of subsequent coatings.
8. Obtain from all Trade Contractors information pertaining to size and location of penetrations and shall incorporate such information into its final shop drawings.
9. Provide marking on each piece of structural steel showing piece mark, center of gravity for hoisting and weight on all pieces in excess of 10,000 lbs.
10. Provide access to Special Inspector and/or Engineer for the performance of the required inspections as defined in the Contract Documents and/or local codes.
11. 3D Modeling Coordination: Required to deliver 3D models, acceptable to Terra Construction, for coordination of clash detection and project closeout.
    1. Refer to section 013100 – Subcontractor BIM Execution Plan.
    2. Modeling Level of Detail (LOD), including, but not limited to:
        a. Primary and secondary structural steel members.
        b. Metal deck shall be modeled as an overall thickness of the slab.
        c. Embeds shall be accurately located
        d. Above ceiling support framing for equipment and lights.
        e. All above ceiling clearance requirements.

E. **CONSTRUCTION**

1. Provide detailing and fabrication of all structural steel, steel framing, steel joists & joist girders, steel decking and metal fabrications including supplementary parts and members necessary to complete the Structural Steel Work.
2. Detail and furnish F.O.B. jobsite, all embeds, anchors, bolts, and setting templates, for Work as described herein, for installation by others.
3. Furnish steel templates for all anchor bolt settings.
4. Provide all anchorage necessary to allow for a complete installation of this scope of Work.
5. Furnish framed openings and penetrations as shown on all Contract Drawings and as required through coordination efforts with other subcontractors.
6. Furnish end caps for open flutes of metal decking at each roof opening, to be installed by the Trade Contractor responsible to cut/remove the decking (Roofer, Mechanical Subcontractor, etc.)
7. Furnish all steel lintels, ledge angles, bearing plates, embed plates, etc. as required and noted in the Contract Documents.
8. Furnish decking support angles and anchorage.
9. Furnish all framing for mechanical openings thru floors or roof/slab deck.
10. Furnish all interior and exterior railings. Sleeves (where indicated) in concrete shall be furnished to the Concrete Trade Contractor for installation, with grouting of railings in sleeves provided in this bid category.
11. Furnish steel pipe bollards in strict accordance with the Contract Documents.
12. Provide all steel framing and decking at floor openings and as required by Contract Documents.
14. Include all steel structure and decking for lintels, angles and any other metal fabrications as indicated in the Contract Documents.
15. Install all structural steel, steel framing, steel decking and metal fabrications including supplementary parts and members necessary to complete the steel work.
16. Install bracing, bridging and guying as required to maintain columns, beams & joists in proper position and sufficient to withstand wind (or other) loading as indicated in the Contract Documents and as required for erection and construction loads until permanent connections are made and the permanent building diaphragm is in place.
17. Remove any fall protection made obsolete after installation of the Work.
18. Prep surfaces and install repair paint as required by the Contract Documents.
19. Install framed openings as shown on all Contract Drawings and as required through coordination efforts with other subcontractors.
20. Install all masonry wall stabilizing or bracing steel as noted on the Contract Documents.

3.01 PROJECT SPECIFIC INCLUSIONS

1. Furnish bent plate for cast stone sills. See Detail A5/A501 for reference.
2. Steel decking supplier to provide insulation for decking flutes. Roofing contractor to install.

4.01 ALLOWNACES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

BID CATEGORY 6C – CARPENTRY

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 01 12 01, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 01 12 02, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
06 1000	Rough Carpentry		X		
06 4100	Architectural Wood Casework			X	
~~06 8316~~	~~Fiberglass Reinforced Paneling~~	~~X~~			
07 2100	Thermal Insulation		X		
08 1113	Hollow Metal Doors and Frames			X	
08 3100	Access Doors and Panels	X			
08 7000	Door Hardware			X	
~~09 7800~~	~~Interior Wall Paneling~~	~~X~~			
10 1100	Visual Display Unit			X	
10 2113.17	Phenolic Toilet Compartments			X	
10 2600	Wall and Door Portection			X	
10 2800	Toilet, Bath, and Laundry Accessories			X	
10 4400	Fire Protection Specialties			X	
10 5113	Metal Lockers			X	
32 3313	Site Bicycle Racks			X	

2.01 SPECIFIC BID CATEGORY INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Furnish and install all required tools, anchorage, hardware, shims, and caulking for the work of this Bid Category.

B. **SAFETY & HOUSEKEEPING**

1. This Contractor is required to remove all debris (including scraps, shavings, sediment, slag, etc.) resulting from their scope of work on a daily basis. The Construction Manager will back-charge for any time involved in the cleanup of this Contractor's debris.
2. Vacuum out casework after installation is complete.
3. Extension cords shall be rolled up when not in use and inspected weekly. Contractors shall not allow extension cords to obstruct walkways or working areas.
4. Adhere to the environmental limitation for storage and installation of wood doors, as indicated in the Specifications.
5. Table saws shall be equipped with a vacuum hose adapter and connected to a vacuum during all times of operation.
6. Recognize that the use of permanent materials for securing building areas shall not relieve this Contractor of its warranty requirements which commence at Substantial Completion.

C. **DELIVERY, STORAGE & HANDLING**

1. Provide equipment and labor for offloading and distribution of materials provided by others but installed under this bid category
2. Inventory all materials provided by others for installation under this bid category. Notify Terra Construction within 48 hours of any discrepancies between material delivered and that indicated on the associated bill of lading.
3. Upon completion of the Work, clean all factory protection, stickers, adhesive, caulking, residues, dirt, grease, and other items and leave all work in a clean and acceptable condition.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. Closely coordinate material delivery that is furnished and installed by this bid category with the construction schedule to not impede progress. Costs of schedule delays due to material delivery delays may be directed towards this bid category depending on the cause of said delay.
2. Coordinate all doors for low voltage connections. Accurate wiring diagrams shall be provided for all hardware integrating with electrical systems.
3. Coordinate with the Mechanical Contractor on locations of sinks, faucets, etc. in the countertops.
4. Fully coordinate required mechanical and electrical rough-in, piping sizes and electrical circuitry to assure sufficient services are being provided to its casework for a fully operation system. Advise Terra Construction (via the RFI process) of any discrepancies between designed mechanical and electrical services and the requirements of these fixtures.
5. Directly coordinate fire extinguisher cabinet installation with masonry and drywall Contractors and Terra Construction.
6. Installation of hollow metal frames in masonry and precast walls will be the responsibility of Bid Category 04A – Masonry.
7. Installation of hollow metal frames in metal stud walls will be the responsibility of Bid Category 09A – Gypsum Board.
8. Installation of hollow metal frames in any openings other than masonry, precast, and metal stud will be the responsibility of this Contractor.

E. **CONSTRUCTION**

1. Furnish and install all rough carpentry shown in the drawings (including in wall backing/blocking in metal stud framing) including all roof related rough carpentry. Provide and install all insulation concealed by wood framing or wood sheathing as shown on the roofing parapet details and similar conditions.
2. Provide and install all insulation at locations where it is concealed or enclosed by rough carpentry or directly behind plywood sheathing.
3. Install all casework and casework hardware, including initial and final adjustments prior to any final punch list activities.
4. Install all doors and hardware in accordance with the manufacturer's installation instructions. Aluminum doors and hardware will be installed by others.
5. Include initial and final hardware adjustments to accommodate building pressurization and start-up of HVAC systems. Provide adjustments to accommodate frame openings and operation of doors until acceptance by the Architect and Construction Manager.
6. Furnish and install all anchors, clips, shims, etc. to secure the casework to concrete floors, CMU walls, or metal stud framing members.
7. Furnish, install, and maintain temporary protection over the accessible surfaces of finished casework, including countertops and shelving until its removal is directed by Terra Construction.
8. Install all necessary support materials for its work, including but not limited to steel plates, brackets, metal work surface supports, metal legs, and steel angles. Certain support materials may be required to be installed within the cavities of the metal stud wall partitions. Install any wall hung counter support brackets and provide a clean caulk joint around the wall-hung counter supports and the drywall prior to painting.
9. Install all caps or covers over all exposed fasteners to match adjacent casework surfaces.
10. Install all hollow metal doors, stops, moldings and accessories in full accordance with the Contract Documents.
11. ~~Hollow metal frames that require post-installation based on sequence of construction per jamb/head details shall be installed by this contractor.~~
12. Install all visual display units, wall and door protection, toilet accessories, fire extinguishers, and shelving as required by the Contract Documents.
13. Furnish and install all fiberglass reinforced paneling as required by the Contract Documents.

14. Includes install of any Owner Furnished Contractor Installed (OFCI) items outlined in the Contract Documents. Mechanical/Electrical bid categories will provide final connections if needed. This contractor is responsible for receiving, unloading, unpackaging, and handling owner furnished equipment.
15. Install all accessories without cracking or spalling substrates. Costs to repair substrates damaged by the accessory installation shall be borne by this Trade Contractor.

3.01 PROJECT SPECIFIC INCLUSIONS

1. Furnish and install temporary enclosures at all exterior openings once the building enclosure has been established. Enclosures shall include 2x perimeter blocking, screw fasteners, with reinforced poly that encloses the opening. All exterior temporary enclosures shall include any temporary guardrails at leading edges that the permanent enclosure construction does not provide. At all exterior door openings, provide temporary plywood double doors. The overhead door openings are included in this requirement.
2. Temporary openings to be removed and disposed of by this contractor.
3. Provide and install temporary wood treads and temporary railing in steel stair pans. Remove at a later date as directed by Terra Construction.

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

1. Include an allowance of $10,000.00 for Terra Construction directed changes. Use of this allowance to be pre-authorized by Terra.
    - Profit and Overhead mark-up cannot be applied to allowances.
    - Unused balance is to be credited back to Terra Construction. Terra has the right to reallocate allowance money as needed.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

END OF SECTION

BID CATEGORY 6E – CASEWORK

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 011201, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 011202, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
06 4100	Architectural Wood Casework				X
06 6100	Cast Polymer Fabrications	X			
12 3600	Countertops	X			

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide all required shop drawings, submittals, product data, field measuring, warranties, attic stock and delivery of the above Specification Sections and Contract Documents.
2. Provide all required shop drawings, submittals, product data, field measuring, warranties, attic stock and delivery of the above Specification Sections and Contract Documents.
3. Provide all onsite field dimensioning for casework and countertops.

B. **SAFETY & HOUSEKEEPING**

1. This Contractor is required to remove all debris (including scraps, shavings, sediment, slag, etc.) resulting from their scope of work on a daily basis. The Construction Manager will back-charge for any time involved in the cleanup of this Contractor's debris.

C. **DELIVERY, STORAGE & HANDLING**

1. Coordinate the staging of materials and equipment with Terra Construction.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. Closely coordinate material delivery that is furnished and installed by this bid category with the construction schedule to not impede progress. Costs of schedule delays due to material delivery delays may be directed towards this bid category depending on the cause of said delay.
2. Coordinate with the Mechanical Contractor on locations of sinks, faucets, etc. in the countertops.
3. Fully coordinate required mechanical and electrical rough-in, piping sizes and electrical circuitry to assure sufficient services are being provided to its casework for a fully operation system. Advise Terra Construction (via the RFI process) of any discrepancies between designed mechanical and electrical services and the requirements of these fixtures.

E. **CONSTRUCTION**

1. Includes field measuring, fabrication and delivery for all covered scopes of work.
2. Furnish all anchors, clips, shims, etc. to secure the casework / wall panels (to the floors, walls, etc.) with the delivery.
3. Furnish all casework hardware.

4. Furnish all necessary support materials including steel plates, brackets, metal work surface supports, metal legs, and steel angles. This includes any wall-hung countertop supports (if any).
5. Furnish caps or covers over all exposed fasteners, to match adjacent casework surfaces.
6. Coordinate required mechanical and electrical rough-in, piping sizes, etc. during the shop drawing phase.
7. Provide all shop fabrication and finishing as specified.
8. Furnish and install all sealants at the perimeter of all tops.
9. Furnish and install temporary protection over the installed countertop surfaces.

3.01 PROJECT SPECIFIC INCLUSIONS

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

END OF SECTION

BID CATEGORY 07F – WATERPROOFING & AIR BARRIER

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 011201, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 011202, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
07 1300	Below-Grade Membrane Waterproofing	X			
07 1813	Pedestrian Traffic Coatings	X			
07 2100	Thermal Insulation		X		
07 2700	Air Barriers	X			

2.01SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide all necessary cranes, telescopic boom lifts, forklifts, scissor lifts, scaffolding, conveyors, etc. to perform its Work. Contractor shall submit its hoisting plan to Terra Construction a minimum of four (4) weeks before mobilization of hoisting equipment.
2. Perform field measurement to verity existing conditions as required to ensure the proper installation of the Work. Any costs submitted to Terra Construction relating to substrates that are insufficient or out of tolerance without prior notice will not be accepted.

B. **SAFETY & HOUSEKEEPING**

1. Develop a written, project specific, fall protection plan that demonstrates how all workers exposed to heights will be always tied-off or otherwise protected from fall hazards in accordance with OSHA standards.
2. Plans shall be submitted to Terra Construction a minimum of (2) two weeks prior to starting work. The plan shall be included in the Contractor's site-specific safety plan that requires review by the Construction Manager prior to the start of work.
3. This bid category shall implement fall protection measures and/or barricades as documents in the project specific fall protection plan. Amendments of said plan shall be documented and reviewed with Terra Construction.
4. Prior to initiating any work in such areas, Contractor shall ensure that adequate overhead protection is in place to protect other construction workers working below.
5. This Contractor is required to remove all debris (including scraps, shavings, sediment, slag, etc.) resulting from their scope of work on a daily basis. The Construction Manager will back-charge for any time involved in the cleanup of this Contractor's debris.
6. Prior to initiating any work, this contractor must adhere to hot work procedures as directed by Terra.

C. **DELIVERY, STORAGE & HANDLING**

1. Leave protective coatings on finished products until such time as directed by Terra Construction to remove. Cost of the removal of protective coatings is to be by this Contractor.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. Provide all pre-finished sheet metal in colors as selected by the Architect and in quantities such that all required components are from the same color lot, paint run, or other controls to ensure that there are no color variations in the final assembly.
2. Attend pre-installation meeting and site visits prior to starting work to ensure proper substrate conditions are provided when contractor mobilizes for scope of work.
3. Inspect substrates for compliance with manufacturers requirements prior to installation. Application of product constitutes acceptance (ownership) of substrates and aligns with manufacturer requirements.
4. Notify Terra Construction if substrate is not acceptable prior to application of product.
5. Verify material compatibility during the submittal process.
6. Install air barrier system on wall mock-up as indicated in the drawings and specifications.

E. **CONSTRUCTION**

1. Furnish and install all j-closure trims, metal z-girts and rigid insulation at metal roofing locations as required for a complete install.
2. Provide joint sealants as required for proper drainage of system or a complete installation.

3.01 PROJECT SPECIFIC INCLUSIONS

1. Provide & install all below grade insulation at below grade waterproofing locations, if applicable per the contract documents.
2. Installation will occur in the winter months utilizing scaffolding and heated enclosures provided by the masonry contractor. Coordinate with Terra Construction and the masonry contractor.
3. This contractor is responsible for providing the BC#04A – Masonry contractor with mastic or flashing lap sealant material to address any penetrations through the weather barrier, specifically at brick ties and turn bars per Detail C5/A501.

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

END OF SECTION

BID CATEGORY 7L – ROOFING

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 011201, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 011202, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
06 1005	Roof-Related Rough Carpentry	X			
07 2100	Thermal Insulation		X		
~~07 2705~~	~~Roof-Related Air Barrier~~	~~X~~			
07 5300	Elastomeric Membrance Roofing	X			
07 6201	Non-Roof Related Sheet Metal Flashing & Trim	X			
07 6205	Roof-Related Sheet Metal Flashing	X			
07 7200	Roof Accessories	X			

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide all necessary cranes, telescopic boom lifts, forklifts, scissor lifts, scaffolding, conveyors, etc. to perform its Work. Contractor shall submit its hoisting plan to Terra Construction a minimum of four (4) weeks before mobilization of hoisting equipment.
2. Perform field measurement to verity existing conditions as required to ensure the proper installation of the Work. Any costs submitted to Terra Construction relating to substrates that are insufficient or out of tolerance without prior notice will not be accepted.

B. **SAFETY & HOUSEKEEPING**

1. Develop a written, project specific, fall protection plan that demonstrates how all workers exposed to heights will be always tied-off or otherwise protected from fall hazards in accordance with OSHA standards.
2. Fall protection plans shall be submitted to Terra Construction a minimum of (2) two weeks prior to starting work. The plan shall be included in the Contractor's site-specific safety plan that requires review by the Terra Construction prior to the start of work.
3. This bid category shall implement fall protection measures and/or barricades as documents in the project specific fall protection plan. Amendments of said plan shall be documented and reviewed with Terra Construction.
4. Prior to initiating any work in such areas, Contractor shall ensure that adequate overhead protection is in place to protect other construction workers working below.
5. This contractor shall closely coordinate the storage of insulation, ballast (if applicable) and other materials with Terra Construction and other Trade Contractors, to avoid conflicts. Relocation of materials stored without proper coordination may warrant their relocation at no additional cost to the Owner or Terra Construction. Provide continuous tie-down for all materials stocked in or on the building, ensuring that nothing can be blown from the building or roofs either during or after work hours.

6. Remove debris created in conjunction with its Work, from the roof areas daily to dumpsters.
7. Promptly and fully remove any spills, adhesives, sealants, etc. form finished surfaces such as precast or brick wall surfaces, concrete slabs, HVAC curbs or equipment and so on.
8. Sweep clean installed membrane surfaces daily, and utilize magnetic sweeps to pick up nails, rivets, and metal pieces, while working within that zone.
9. Roofing activities may take place during winter months. Snow removal to be completed by this Contractor.

C. **DELIVERY, STORAGE & HANDLING**

1. Leave protective coatings on finished products until such time as directed by Terra Construction to remove. Cost of the removal of protective coatings is to be by this Contractor.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. Furnish and install all pre-finished sheet metal in colors as selected by the Architect and in quantities such that all required components are from the same color lot, paint run, or other controls to ensure that there are no color variations in the final assembly.
2. Be responsible for any temporary snow and ice removal above the metal deck surfaces required to facilitate its Work.
3. Provide a 'night seal' work at each day's termination of Work, to ensure that insulation and other roofing components are protected.
4. This contractor shall coordinate and verify all roof penetrations have been installed as indicated by the Contract Documents prior to the installation of the roofing system. Any cutting in and patching for the installation of a penetration that was shown on the Contract Documents but was not verified will be performed at no additional cost to this Agreement.
5. Provide warranties as defined in the Contract Documents. Copies of sample warranties shall be submitted for approval with its shop drawings.

E. **CONSTRUCTION**

1. Furnish and install all required sealants associated with the roofing and sheet metal flashing & trim as it applies.
2. Furnish and install the Stainless-Steel counterflashing at wall to roof transitions. Includes flashing, transition membrane, termination bar.
3. Furnish and install transition membrane at parapet caps.
4. Provide any pre-manufactured curbs related to its roofing accessories and all associated flashing and copings at all curb conditions for a watertight seal.

3.01 PROJECT SPECIFIC INCLUSIONS

1. Provide and install all roof related rough carpentry, including but not limited to parapet blocking, back of parapet blocking, cants, blocking around roof openings. Includes insulation (including spray foam insulation) behind roofing and sheathing. Includes fire treated wood.
2. Installation of batt insulation in metal decking flutes. Insulation furnished by others.
3. This contractor is responsible for the furnishing and installation of the 8"x8" 16 gauge galvanized steel continuous bent plate per Detail 1/R501, 4/R501.
4. This contractor is responsible for the furnishing and installation of the 8'x8" 12 gauge galvanized steel sheet metal angle per Detail 4/R502.
5. This contractor is responsible for costs associated with additional inspector observation time caused by production and/or delivery delays.

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

END OF SECTION

BID CATEGORY 7N – JOINT SEALANTS

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 011201, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 011202, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
07 8400	Firestopping		X		
07 9201	Non-Roof Related Joint Sealants	X			
32 1313	Concrete Paving		X		

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide labor, material, and equipment necessary to complete all work in accordance with the above listed specifications.
2. Provide all required shop drawings, submittals, product data, field measuring, warranties, attic stock, and delivery of the above Specification Sections and Contract Documents.

B. **SAFETY & HOUSEKEEPING**

1. Execute its Work in accordance with the OSHA Regulations, which includes fall protection measures at OSHA indicated elevations.
2. This contractor is required to remove all debris resulting from their scope of work on a daily basis. The Construction Manager will back-charge for any time involved in the cleanup for this Contractor's Debris.

C. **DELIVERY, STORAGE & HANDLING**

1. Ensure material is stored at required temperatures.
2. Ensure that all materials shall be delivered palletized with protective packaging, to prevent any warping or damage to materials. Supplier is responsible for proper storage and material handling prior to delivery to the job site.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. Inspect all materials to receive caulking for acceptability of the surfaces.
2. Review and accept all substrates prior to installing any product.
3. Properly prepare all existing surfaces to receive joint sealants.
4. Mask, cover, drop cloth and otherwise protect all areas adjacent to the Work, including other finished surfaces and products. This Contractor includes the removal of paint/coatings and/or correction of finished surfaces that was blemished due to deficient protection. This Contractor is responsible to control dust/tracking result from its scope of work.

E. **CONSTRUCTION**

1. Provide and install joint sealants as specified in in the above listed specification sections.
2. Provide joint sealants around perimeters of all interior door and window frames.
3. Provide and install joint sealants at all precast, CMU and brick joints.

5. Provide and install joint sealants at all locations where dissimilar materials join and where any below ceiling or exposed mechanical or electrical penetrations.
6. Provide caulking of all joints where gypsum intersects with dis-similar materials (i.e. door frames, masonry walls, etc.).
7. Provide caulking and/or fire caulking at top of CMU walls where specified.
8. Provide firestopping at locations not provided by the MEP or Drywall contractors at rated walls.

3.01 PROJECT SPECIFIC INCLUSIONS

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

END OF SECTION

BID CATEGORY 8A – DOORS, FRAMES & HARDWARE (MATERIAL ONLY)

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 01 12 01, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 01 12 02, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
08 1113	Hollow Metal Doors and Frames				X
08 7100	Door Hardware				X

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide all required shop drawings, submittals, product data, field measuring, warranties, attic stock and delivery of the above Specification Sections and Contract Documents.
2. Furnish all hollow metal door frames and doors, stops, moldings and accessories in full accordance with the Contract Documents.
3. Expedite submittal of shop drawings and coordination of door frames with other Contractors.
4. Furnish all miscellaneous clips, anchors, grout, shims, silencers and connection hardware required for the Work.

B. **SAFETY & HOUSEKEEPING**

C. **DELIVERY, STORAGE & HANDLING**

1. Ensure that all doors shall be delivered palletized with protective packaging, to prevent any warping or damage to doors. Supplier is responsible for proper storage and material handling of the doors prior to delivery to the job site.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. Coordinate deliveries with Terra Construction and associated labor contractor (Bid Category 06C – Carpentry).
2. This contractor will be required to participate in a keying meeting with the Owner.

E. **CONSTRUCTION**

1. Coordinate all frames and doors for low voltage connections. Accurate wiring diagrams shall be provided for all hardware integrating with electrical systems.
2. Furnish a manufacturer's certificate of compliance as to label construction for doors and frames where required. All UL labeling requirements will be provided in accordance with the Contract Documents.
3. Provide masking of UL labels of all rated doors and frames, equipment identification tags and other code-required labels as required to maintain legible markings.
4. Adhere to the environmental limitation for storage and installation of doors, as indicated in the Specifications.

5. Furnish all templates required for the use of other trades and they shall be delivered to the plants of the respective subcontractors as necessary.
6. Excludes hardware at aluminum doors. This hardware will be the responsibility of the glass & glazing contractor.

3.01 PROJECT SPECIFIC INCLUSIONS

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

END OF SECTION

BID CATEGORY 8C – GLASS & GLAZING

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 01 12 01, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 01 12 02, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
07 2100	Thermal Insulation		X		
07 8400	Firestopping		X		
08 1116	Aluminum Doors and Frames	X			
08 4113	Aluminum-Framed Entrances	X			
08 4413	Glazed Aluminum Curtain Walls	X			
08 7100	Door Hardware		X		
08 8000	Glazing	X			

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide entrances, storefronts, aluminum hardware, curtain walls, glazing complete, in accordance with the Contract Documents, including but not limited to the Specification Sections listed above.
2. Expedite its submission of shop drawings and to assure their quality is sufficient to gain approval from the Architect without lengthy re-submission efforts, in order to deliver permanent materials to the Project in accordance with the Project Schedule.

B. **SAFETY & HOUSEKEEPING**

1. This contractor is required to removal all debris resulting from their scope of work on a daily basis. The Construction Manager will back-charge for any time involved in the cleanup for this Contractor's debris.

C. **DELIVERY, STORAGE & HANDLING**

1. Ensure that all materials shall be delivered palletized with protective packaging, to prevent any warping or damage to materials. Supplier is responsible for proper storage and material handling prior to delivery to the job site.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. This Bid Category is responsible for field verifying openings and coordinate with other trades to ensure proper installation and operation.
2. Hold-to dimensions may be provided on some openings and these openings are to be coordinated with Terra Construction. Other openings may require field verification by this contractor. Fabrication may require phased production and cannot be held up because all openings have not been released.

E. **CONSTRUCTION**

1. Include labor to remove any temporary 2x and poly enclosures at window openings (including any temporary guardrails) and temporary 2x and plywood doors prior to aluminum frame installations at door openings. Dispose of materials in Construction Manager's dumpster.
2. This contractor is responsible for removing and installing temp protection at window openings at end of day if the opening is not complete per the construction documents.
3. Provide caulking at aluminum framing systems for a complete installation including but not limited to the primary seal, exterior & interior perimeter of aluminum frames.
4. Furnish and install all window brake metal flashing.
5. Furnish all extended warranties, as required by the Contract Documents.
6. Furnish and install all anchorage, hardware, shims, flashings, caulking, break metal (caps, transition pieces, etc.), insulation, firesafing and firestopping, materials, etc. to provide a complete, functional, and weather-tight system.
7. Include any additional reinforcing, supports, framing, etc., not shown on the Contract Documents required to provide support or anchorage for glazing systems. Delegated design to adhere to state and local code requirements, B3, and the Owner's facility design standards.
8. Design, engineer, furnish, layout, and install vertical slip and rigid connections as required by the Contract Documents.
9. Furnish and install laminated, tempered and/or spandrel glass, and mirrors where shown or described in the Contract Documents and where required by code.
10. Furnish and install expansion joint assemblies as required within glass systems, and between glass systems and other building elements.
11. Remove from their installed products all exposed piece markings, stickers, construction dust, debris, caulk, taping mud, etc. at a time determined by the Construction Manager.
12. Provide and install all interior glass at interior doors and sidelites. Putty all nail holes at wood window trim kit to complete installation.
13. Shall prepare all windows, doors and frames provided under this scope for low voltage systems based on the coordination with other subcontractors. Line and low voltage wiring to door hardware required for an operation system will be provided by the Electrical Subcontractors.
14. Furnish and install all interior glass and glazing per the Contract Documents.
15. Furnish and install glass in hollow metal doors, wood doors, sidelight frames as shown in the Contract Documents.
16. Provide pre-finished flashings at all window, storefront, and curtainwall locations with end dams as noted on the Contract Documents.
17. Provide and install spray foam as specified in 07 2100 Thermal Insulation at aluminum frame perimeters (head, jambs, sills) as called out on the curtainwall / window details.
18. Leave all protective coatings on finished products until directed by Terra Construction to remove.
19. This Contractor shall furnish and install the following at window, storefront and curtainwall conditions including but not necessarily limited to:
    a. Sealants, anodized aluminum trim (interior and exterior) and transition membrane as detailed
    b. Aluminum break metal flashing, associated shims, sealants and prefinished metal flashing with welded end dams as detailed.
    c. Break metal flashing at all window heads, jambs and sills.
20. This contractor shall figure leaving out openings at each floor to provide material handling access. Include additional mobilization costs to return and install openings at a later date. Openings to be coordinated with Terra Construction.
21. Provide and install hardware associated with aluminum doors and entrances.

3.01 PROJECT SPECIFIC INCLUSIONS

1. Furnish and install all stainless steel flashing and keeper with hemmed edge at curtain wall sills.
2. Include prepping of all aluminum frames to receive wood doors. Wood doors and hardware will be supplied and installed by others.
3. Furnish and install all aluminum doors / all glass doors. Install hardware for these openings. Hardware to be provided by this Contractor.

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

END OF SECTION

BID CATEGORY 08G – OVERHEAD DOORS

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 01 12 01, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 01 12 02, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
08 3613	Sectional Doors	X			

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide any overhead, coiling, sectional and large format doors complete, in accordance with the Contract Documents.
2. Expedite its submission of shop drawings and to assure their quality is sufficient to gain approval from the Architect without lengthy re-submission efforts, in order to deliver permanent materials to the Project in accordance with the Project Schedule.

B. **SAFETY & HOUSEKEEPING**

1. Execute its Work in accordance with the OSHA Regulations, which includes fall protection measures at OSHA indicated elevations.
2. This contractor is required to remove all debris resulting from their scope of work on a daily basis. The Construction Manager will back-charge for any time involved in the cleanup for this Contractor's Debris.

C. **DELIVERY, STORAGE & HANDLING**

1. Coordinate deliveries with Terra Construction.
2. Ensure that all materials shall be delivered palletized with protective packaging, to prevent any warping or damage to materials. Supplier is responsible for proper storage and material handling prior to delivery to the job site.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. This Bid Category is responsible for field verifying openings and coordinating with other trades to ensure proper installation and operation.
2. Hold-to dimensions may be provided on some openings and these openings are to be coordinated with Terra Construction. Other openings may require field verification by this contractor. Fabrication may require phased production and cannot be held up because all openings have not been released.

E. **CONSTRUCTION**

1. Include any required field measurements.
2. Coordinate any required wiring requirements with the Electrical Contractor.
3. Provide details for installation of exterior sensor wire penetration. Due to the air barrier post drilling any holes in exterior wall is prohibited.

4. Provide any miscellaneous steel angles and supports as required for attachment of the track assembly.

3.01 PROJECT SPECIFIC INCLUSIONS

1.

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

END OF SECTION

BID CATEGORY 09A – GYPSUM BOARD

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 01 12 01, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 01 12 02, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
07 2100	Thermal Insulation		X		
07 8400	Firestopping		X		
08 1113	Hollow Metal Doors and Frames		X (set frames in mtl std walls)		
09 2116	Gypsum Board Assemblies	X			

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide all required shop drawings, submittals, product data, field measuring, warranties, attic stock and delivery of the above Specification Sections and Contract Documents.

B. **SAFETY & HOUSEKEEPING**

1. Ensure that all floors within any work area of this Contractor shall be scraped and broom-cleaned with sweeping compound at the end of each workday. All debris caused by these operations shall be removed daily from the building and discarded into onsite dumpsters.
2. Upon completion of wall and/or ceiling sanding in a room, vacuum all walls, ceiling and floor surfaces. Rooms shall be dust free upon your completion.
3. Remove all debris from bottom track of steel stud walls prior to gypsum board installation.
4. Vacuum sanding is required for dust control.

C. **DELIVERY, STORAGE & HANDLING**

1. Unload and install all hollow metal door frames. Door frames provided by others. Door frames in masonry openings will be installed by others.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. Furnish and install moisture resistant gypsum board, abuse resistant wall board, tile backer board and cement board, where required. Contractor shall assume tile backer board or cement board in all areas of ceramic tile or other finish systems that may require cement board. Contractor shall include all tile backer and cement board joint treatments as required by the tile setting material manufacturer's requirements and specifications and will coordinate this work with the tile contractor.

E. **CONSTRUCTION**

1. Provide layout for all wall systems.

2. Provide all framing and gypsum board ceilings and soffits. Provide all bracing / kicker elements as required, whether or not they are shown on the Contract Documents.
3. Provide all acoustical batt insulation treatment at all interior drywall partitions as shown in the Contract Documents.
4. Provide all control joints as required by Contract Documents, local codes and industry standards. Include framing and coordination of interior and exterior walls and interior ceilings to accommodate expansion control as noted in the Contract Documents and manufacturers required control joints.
5. Provide all construction gap smoke-stopping and fire-stopping at/around drywall partitions where required to form complete rated partitions and floor transition details. Fire-stopping around mechanical/electrical work will be the responsibility of the Mechanical/Electrical Contractor. This Contractor is responsible for accurately cutting around MEP penetrations for subsequent trades to properly install firestopping systems.
6. Provide all insulation as indicated within wall cavities, above ceilings, and other voids to provide a thermally insulated building.
7. Provide all acoustical caulking at perimeter of acoustical rated walls and at MEP rough-in that originates in the wall cavity and is installed prior to gypsum being installed.
8. Provide for one pass of patching minor drywall damage prior to final coat of painting. Provide protection of adjacent surfaces during final patching and cleanup of debris after such patching.
9. Correct any issues reported by the painting contractor noted during review of walls prior to accepting walls for painting. This contractor is responsible to review walls with a high-lumen light prior to turning over to the painting contractor.
10. Include an additional touch-up of walls after primer has been installed. Coordinate with painting contractor and Terra Construction.
11. Seal (acoustic and/or fire stopping) around all penetrations and at perimeter of all gypsum board walls (joist, beam, structure, etc) with exception to mechanical and electrical penetrations. Mechanical and Electrical will be responsible for their own penetrations.
12. Coordinate with all Mechanical / Electrical contractors and the Construction Manager in confirming their rough-ins are complete prior closing up a wall.
13. Prepare joints to be caulked per the Contract Documents and manufacturers guidelines. Drywall shall be cut accurately to the adjacent surface or item to allow a caulking joint gap of no greater than 5/8-inch.
14. Additional mobilizations to sand and finish gypsum at curtainwall / storefront returns or aluminum framing returns shall be included by this Contractor.

3.01 PROJECT SPECIFIC INCLUSIONS

A. This contractor is responsible for all in wall backing for all wall types.
B. This contractor is to adhere to hold to dimensions for toilet partitions and metal lockers. Hold to dimensions to be provided by the toilet partition and metal locker suppliers.

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.
    1. Include an allowance of $5,000.00 for Terra Construction directed changes. Use of this allowance to be pre-authorized by Terra.
        - Profit and Overhead mark-up cannot be applied to allowances.
        - Unused balance is to be credited back to Terra Construction. Terra has the right to reallocate allowance money as needed.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

END OF SECTION

BID CATEGORY 9B – TILE

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 011201, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 011202, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
09 3000	Tiling	X			

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide labor, material, and equipment necessary to complete all work in accordance with the above listed specification.

B. **SAFETY & HOUSEKEEPING**

1. This contractor is required to remove all debris resulting from their scope of work on a daily basis. The Construction Manager will back-charge for any time involved in the cleanup for this Contractor's debris.

C. **DELIVERY, STORAGE & HANDLING**

1. Ensure material is stored at required temperatures.
2. Ensure that all materials shall be delivered palletized with protective packaging, to prevent any warping or damage to materials. Supplier is responsible for proper storage and material handling prior to delivery to the job site.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. Contractor acknowledges that the room finish schedule, architectural plans, elevations and contract specifications will need to be cross-referenced in order to complete the project.
2. Inspect the surfaces to receive tile for acceptability of the surfaces. Installation of crack-suppression membrane, spot fill, grinding and the touch-up of minor depressions and voids, as well as removal of taping compound, caulk or other debris from floors and acid etching / washing / neutralizing of floors as preparation for tile work is the responsibility of this contractor. Commencement of this Work in a given area shall constitute acceptance of the substrate. Preparation costs as described herein shall be included in the bid and deemed incidental to the Work.
3. Mask, cover, drop cloth and otherwise protect all areas adjacent (and corridors required for access) to the work. Include the removal of grout, sealer and/or correction of finished surfaces or equipment that was blemished due to deficient protection. The contractor is also responsible to control dust/tracking results from its Scope of Work.
4. Protect its newly installed work by using temporary barriers or caution tape. Floor tile shall be vacuumed and covered with 6-mil poly secured in place after installation.

E. **CONSTRUCTION**

1. Furnish and install the above listed specification sections in accordance with the Contract Documents.
2. Provide and install all tiling as shown on the Contract Documents.
3. Supply and install all floor tile and wall tile, grout, anti-fracture membrane, cove trims, transition trims, and related accessories required for a complete installation as indicated in the Contract Documents.
4. Furnish and install transition strip from tile to carpet, tile to rubber and tile to LVT.

3.01 PROJECT SPECIFIC INCLUSIONS

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

END OF SECTION

BID CATEGORY 9C – ACOUSTICAL CEILINGS

1.01 GENERAL INCLUSIONS

A. The following information is provided to define and describe the scope of work that will be required of the successful Bidder.

B. The information is to be complimentary with the collective requirements of all the other Contract Documents. All the Contract Documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

C. This Document will become a part of the successful Bidder's Final Contract and outlines the scope of work for this bid category.

D. Reference specification section 01 12 01, "General Requirements for all Bid Categories" for general requirements that applies to all bid categories.

E. Reference "Summary" section of 01 12 02, "Bid Category Descriptions" for general information that applies to all bid categories.

F. Specification Sections that are the responsibility of this Bid Category:

Specification Section		Complete Scope	As Applies	Labor Only	Material Only
DIVISION 00	Procurement and Contracting Requirements	X			
DIVISION 01	General Requirements	X			
09 5100	Acoustical Ceilings	X			
~~09 8430~~	~~Sound-Absorbing Wall and Ceiling Units~~	~~X~~			

2.01 SCOPE SPECIFIC INCLUSIONS

A. **MANPOWER, EQUIPMENT & MATERIALS**

1. Provide all required shop drawings, submittals, product data, field measuring, warranties, attic stock and delivery of the above Specification Sections and Contract Documents.
2. Provide all lifts, scaffolding, ladders, etc. required for installation.

B. **SAFETY & HOUSEKEEPING**

1. If scaffolding is required to complete required work, this Contractor is to have a competent employee onsite to review and sign off on the scaffolding before and after each work day.
2. This contractor is required to remove all debris resulting from their scope of work on a daily basis. The Construction Manager will back-charge for any time involved in the cleanup for this Contractor's Debris.

C. **DELIVERY, STORAGE & HANDLING**

1. Ensure that all materials shall be delivered palletized with protective packaging, to prevent any warping or damage to materials. Supplier is responsible for proper storage and material handling prior to delivery to the job site.

D. **PLANNING, COORDINATION & QUALITY CONTROL**

1. Acoustical Ceiling Grid shall not be installed in a room until after the painting is complete.

E. **CONSTRUCTION**

1. Provide and install all required Unistrut, brackets, clips, angles, carrying channels, trim and closure pieces as required for a complete installation.

3.01 PROJECT SPECIFIC INCLUSIONS

4.01 ALLOWANCES

A. Refer to Specification for scope specific allowances.

5.01 ALTERNATES

A. Refer to Specification Sections 01 2300 Alternates and 00 4113 Bid Form for a list of alternates.

END OF SECTION