



AGENDA

Rogers City Council

July 22, 2025 - 7:00 PM

Special Workshop at 6:30 p.m.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

Individuals may address the Council about any item not contained on the regular agenda. A maximum of 10 minutes is allocated for the Forum. If the full 10 minutes are not needed for the Forum, the Mayor will continue with the agenda. If additional time is needed for the Forum, the Council will continue the Forum following Other Business on the agenda. The Council will take no official action on items discussed at the Forum, with the exception of referral to staff of Commission for future report.

3. PRESENTATIONS

3.1 Introduction of Officer Palecek and K9 Ares

4. APPROVE AGENDA

Council members may add items to the agenda for discussion purposes or staff direction only. The Council will not normally take official action on items added to the agenda.

5. CONSENT AGENDA

These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.

5.1 Approval of the July 8, 2025 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Setting Budget Workshops of the City Council for the following dates:

- August 6, 2025, at 12:30 p.m. at the Police Department Training Room, 21860 Industrial Court, Rogers, MN
- August 26, 2025, at 5:00 p.m. at the Rogers Community Room, 21201 Memorial Drive, Rogers, MN
- September 23, 2025, at 5:00 p.m. at the Rogers Community Room, 21201 Memorial Drive, Rogers, MN

- October 14, 2025, at 5:00 p.m. at the Rogers Community Room, 21201 Memorial Drive, Rogers, MN
- October 28, 2025, at 5:00 p.m. at the Rogers Community Room, 21201 Memorial Drive, Rogers, MN
- November 13, 2025, at 5:00 p.m. at the Rogers Community Room, 21201 Memorial Drive, Rogers, MN
- November 25, 2025, at 5:00 p.m. at the Rogers Community Room, 21201 Memorial Drive, Rogers, MN (Contingent Upon Need)

5.4 Approval of Special Event Permit Application for Northridge Fellowship for September 6, 2025

5.5 Approval of Special Event Application for Mary Queen of Peace Catholic Church for September 27 - 28, 2025

5.6 Approval of Temporary On-Sale Liquor License for Mary Queen of Peace Catholic Church for September 27 - 28, 2025

5.7 Adoption of the Revolving Loan Fund and Economic Development Financing Policies

5.8 Approval of a 2040 Comprehensive Plan Amendment to Clarify the Description of Mixed Use Land Use Guidance

5.9 Items Related to the Asguard Mixed-Use Development

- Approval of Resolution 2025-47 Approving the Amended and Restated Tax Increment Financing Agreement
- Approval of the First Amendment to the Subdivision Agreement

5.10 Approval of an Easement Encroachment Agreement and Trail Easement for Main Street Center 2nd Addition (Duffy Development)

5.11 Approval for Security Project for South Community Park

5.12 Accept Resignation of Paid-on-Call Firefighter Kurt VonRuden

5.13 Approve 3-Year Customer Support and Value Agreements with Ziegler Power Systems for City Generators and Automatic Transfer Switches Maintenance

5.14 Approve Change Order No. 1 and Payment No. 3 and Final for Phase 2 of the 2022 Pavement Management Program, Project Nos. 2204 and 2206

5.15 Approve Resolution No. 2025-50, A Resolution Approving the Application to Fill Wetlands to Facilitate Cowley Lake Preserve Development

5.16 Approval of a Temporary On-Sale Liquor License for Midwest Rett Syndrome Foundation for September 13, 2025

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

7.1 Award of Construction Contract – Territorial Park Project

7.2 Consider Ordinance Amendments Related to Signs

1. Ordinance 2025-07 Amending the City of Rogers City Code Chapter 113 Signs and Chapter 125, Section 125-50 (Table 4. Permitted Uses) Related to Sign Regulations;
2. Resolution 2025-46 Authorizing the Summary Publication of Ordinance 2025-07

7.3 Approval of Resolutions Supporting DEED Redevelopment Grant Applications Related to 21601 John Deere Lane (Ebert Downtown Redevelopment)

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

9.1 Council-Staff Goalsetting Results, 2025

10. ADJOURN



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 3.1

Subject: Introduction of Officer Palecek and K9 Ares

Prepared By: Dan Wills, Chief of Police

Recommended Council Action

Overview / Background / Analysis

We would like to introduce and welcome our newest officer, Canine Ares! His department-given name is Ares, which means "son of Zeus."

Ares is a purebred German Shepherd and was born in the Czech Republic on July 2, 2023. Officer Ryan Palecek and Ares began their training together on March 17th, and graduated from their intensive 16-week K-9 school on June 27th. The pair successfully passed dual certifications in both narcotics and patrol operations through the United States Police Canine Association (USPCA) and the National Police Canine Association (NPCA). Ryan and Ares' first shift was on July 4. Their first weekend on duty included two K9 Assists to other agencies, and one of those assists consisted of Ares positively indicating on a vehicle where drugs were suspected. 51g of fentanyl and 10g of cocaine were subsequently located! They have already proven to be a strong team, and we are excited to welcome this addition to the patrol division.

Fun facts about Ares: Goes crazy for tennis balls, knows both English and German, loves food and searching for things! Welcome, Ares!

Staff Recommendation

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.1

Subject: Approval of the July 8, 2025 City Council Meeting Minutes

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve the July 8, 2025 City Council meeting minutes.

Overview / Background / Analysis

Staff Recommendation

Motion to approve the July 8, 2025 City Council meeting minutes.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

A. 07082025min

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The regular meeting of the City Council of the City of Rogers was called to order by Mayor Klick on Tuesday, July 8, 2025, at 7:00 PM at Rogers Community Room, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Zoom application.

Council present: Shannon Klick, Kevin Jullie, Mark Eiden (via Zoom), Amy Enga, Joel Brockman

Council excused: None

Staff present: Steve Stahmer, Administrator; Stacy Scharber, Assistant City Administrator/HR Director; Bridget Bruska, Finance Director; Patrick Farrens, Fire Chief; Mike Bauer, Parks and Recreation Director; Doran Cote, Public Works Director/City Engineer; Brett Angell, Community Development Director; Alec Henderson, City Planner; Bob Vose, City Attorney; and Stacie Brown, City Clerk.

2. OPEN FORUM

Mary Ann Schiebe; 13040 Oakwood Drive - Has been a resident for 25 years and is concerned with the number of homes being built. She feels it makes Rogers less enjoyable, and the City needs to watch the number of homes being built, with the potential need for more schools and infrastructure. She referred to an area of land where the zoning was reclassified from R2 to R3, stating she believes it should be changed, and is willing to work toward the goal of getting that done. She feels this was done during the pandemic when people couldn't watch what was happening. In conclusion, she requested that her name not be put in the newspaper, as it was published in the Crow River News after she spoke at a previous Open Forum.

3. PRESENTATIONS

None.

4. APPROVE AGENDA

Councilor Brockman moved, Councilor Enga seconded a motion to approve the agenda as submitted. Motion carried 5-0.

5. CONSENT AGENDA

5.1 Approval of the June 24, 2025 Work Session Minutes and the June 24, 2025 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of Temporary On-Sale Liquor License Applications from the Rogers Lions Club for Music in the Park Events on August 13, 2025 and

August 27, 2025 at the 21st Century Bank Event Center, 12716 Main Street, Rogers, MN

5.4 Accept Resignation of Paid-on-Call Firefighter Tessa Knutson

5.5 Authorize Approval of Contract with Metro West Inspection Services for State Designated Building Projects

Councilor Brockman moved, Councilor Enga seconded a motion to approve the Consent Agenda. Motion carried 5-0.

6. PUBLIC HEARINGS

None.

7. GENERAL BUSINESS

7.1 Consider the Revised Development Plan for Cowley Lake Preserve

City Planner Henderson presented the background of an application from Rachel Development for Preliminary Plat and Planned Unit Development (PUD) for a residential subdivision. He shared the site location, which is currently guided for low-density residential. The PUD request includes similar deviations to what has been reviewed in previous meetings. However, the developer has submitted a revised plan shifting the carriage lots to 60-foot lots. The revised plan also addresses traffic routing concerns previously expressed by the City Council, including removal of a connection at Edgewater Parkway.

A summary of the changes proposed by the developer in the revised plan:

1. 133rd Ave is no longer proposed to connect directly to Edgewater Parkway and is instead adjusted to end in a cul-de-sac and ultimately run parallel to Edgewater Parkway (similar to the original Edgewater Master Plan from the 2000's).
2. The sub-50 ft-wide Carriage lots have been switched out with 60 ft-wide villa lots. The result is that all lots are 60 ft or 70 ft wide. The 60-ft-wide villas propose a minimum size of 7,500 sq ft and average at 8,662 sq ft. The 60-ft-wide standard single-family lot proposes a minimum of 7,500 sq ft and are averaging at 9,650 sq ft. The 70-ft-wide lots propose a minimum of 8,750 sq ft and are averaging at 10,773 sq ft. All lots now have 10 ft interior side setbacks and meet all other R2 setbacks. The developer does propose an adjustment to the intersection of Willandale Road and Territorial Road to adjust the skew. The proposed bends Willandale to meet Territorial at a 90-degree angle T-intersection.
3. The lot count has been reduced from 169 lots down to 156 lots. The density has shifted from 2.32 units/acre to 2.16 units/acre.
4. All right of way is now the standard 60 ft width (previously the carriage area was proposed at 50 ft ROW width).

The development proposes a range of detached single-family home styles within the Shoreland Overlay district and proposes the Alternative Development Standards framework as outlined in the Shoreland Ordinance. The Applicant is requesting a Planned Unit Development Rezoning deviating from the standard R2 zoning performance standards. Henderson shared an overview of previous site plans in contrast with the updated plan, noting that the applicant is present for questions.

David Stradtman of Rachel Development came forward, sharing that he has worked with his engineers to address the City Council's concerns with previous plans. He reviewed modifications made since the original plan, including changes to the northwest area to alleviate traffic concerns. Additionally, the Willandale Road connection at Territorial Road has been realigned to provide straight auto stacking and remove the angle skew at that intersection. He explained site constraints, noting there will be less impervious surface with this plan than under standard R2 zoning. Mr. Stradtman explained they are asking for minimal flexibilities at this point, with 60' right of way on all roads, and 10' side yard setbacks. Everything that can be done with this land from an engineering standpoint has been done.

Councilor Brockman asked if everything related to trails, outlots and storm water remains consistent with prior plans, and Mr. Stradtman confirmed all the same things are in place, except for one trail which needs to be worked out. Brockman asked Henderson if he was comfortable with the trail plan, and Henderson confirmed that he was. Councilor Jullie asked for more details about the change in carriage lots; if they would be farther back from the road. Mr. Stradtman stated they've always been compliant with road setbacks. However, these will now be villa-style homes, basically the same home product as the other parts of the development.

Jullie asked if those homes would be slab-on-grade. Mr. Stradtman stated that they will either be slabbed or a full basement, depending on how M/I Homes wants to go to market, which would all be finalized before the Council's final approval. Jullie inquired about the phasing plan. Mr. Stradtman provided an estimated construction timeline, stating the property would develop northeast to southwest, with the first phase being relatively small. He expects infrastructure construction to occur in three phases, and no concerns have been raised over infrastructure capacity.

Mayor Klick expressed appreciation for the effort which has gone into modifying the plan and stated she has given this a lot of thought. Jullie shared that he appreciates the traffic concerns related to Oakwood Drive being addressed, as well as the work at the intersection of Willandale and Territorial Roads. He has also given this a lot of thought, and feels that if development is to take place, this is a good solution for the shape of the land and its restrictions. Brockman stated that with the density being reduced to 2.1, this is one of the City's last stands at keeping these lots as large as possible, and the tax revenue will help with projects coming forward. He noted that if approved, it would show a willingness to work with developers if they are willing to work with the City.

Tracy Mooney, 13005 Oakwood Drive, asked to address the Council during their discussion, and Mayor Klick invited her to come forward. Ms. Mooney stated that having attended the Planning Commission meeting last night, one of the topics discussed was not having the Met Council decide how the zoning districts are determined. The City of Rogers should be able to do that. She expressed gratitude to Mr. Stradtman for working through this process and for listening to the concerns regarding traffic and the placement of homes. Ms. Mooney stated that she and her husband moved to Rogers about 25 years ago, and they came here for space. She stated that Mr. Stradtman seems willing to listen and work with people, which is a plus.

Mayor Klick agreed that Ms. Mooney made a notable point, as there are entities who are looking to limit the City's ability to make these choices and want more density. At this time, the City still has control but may not in the future. Councilor Enga stated that she is torn over the unknown prospects; should the whole Weber property be available in the future, it might look different. Councilor Eiden asked Mr. Stradtman about the potential for the Weber property. Mr. Stradtman explained that while he has no control over Mr. Weber's decision, he feels they have a good relationship. If there is an opportunity in the future, he would be open to exploring it. Council further discussed potential developments in the future.

Eiden expressed agreement with Ms. Mooney's concerns over the Met Council's control over zoning decisions. However, the reality is that the City doesn't have a lever; it is forced compliance. His call for the residents of Rogers would be to contact their legislators to keep pushing back against it. Enga asked if minimum density is driven by the Comprehensive Plan based on location, which Henderson confirmed, adding that a change would have needed to happen in the previous update. He explained that at this time, density with respect to location is up to the City, as long as the net density meets Met Council requirements. Eiden asked if the City could flex on a PUD, but not density; Henderson confirmed that was correct.

Jullie stated that as much as he'd love to see the area remain farmland, he understands that landowners have a right to sell, and he feels this is a good fit for the property at this time. He understands the economic component, and this seems to be a good balance. Enga inquired if the owners were not very eager to sell when this was first presented.

Mr. Stradtman stated that the three land sellers made agreements with him a long time ago, extended his timing a few times and continued to cooperate. He added that a pipeline easement has been recorded, which assisted the Scherbers. He has been open with the landowners and listened to their concerns. Mr. Stradtman noted that the Metropolitan Council is pushing the density higher, and with the Comprehensive Plan coming due in 2026, he believes any future proposals will include more lots than the plan he is presenting.

Councilor Brockman moved, Councilor Eiden seconded a motion to approve

Ordinance 2025-03; Rezoning Cowley Lake Preserve to Planned Unit Development.

A roll call vote was taken:

Brockman: Aye

Enga: Nay

Jullie: Aye

Eiden: Aye

Klick: Aye

Motion carried 4-1.

Councilor Brockman moved, Councilor Jullie seconded a motion to approve Resolution 2025-30A; Granting approval of Preliminary Plat and Master Development Plan for the Cowley Lake Preserve Subdivision.

A roll call vote was taken:

Brockman: Aye

Enga: Nay

Jullie: Aye

Eiden: Aye

Klick: Aye

Motion carried 4-1.

Councilor Brockman moved, Councilor Eiden seconded a motion to approve Resolution 2025-32; Authorizing Summary Publication of Ordinance 2025-03.

A roll call vote was taken:

Brockman: Aye

Enga: Aye

Jullie: Aye

Eiden: Aye

Klick: Aye

Motion carried 5-0.

8. OTHER BUSINESS

None.

9. CORRESPONDENCE AND REPORTS

None.

10. ADJOURN

Mayor Klick adjourned the meeting at 7:57 p.m.

Respectfully submitted,

Stacie Brown
City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.2

Subject: Approval of Bills and Claims

Prepared By: Bridget Bruska, Finance Director

Recommended Council Action

Motion to approve bills and claims as presented.

Overview / Background / Analysis

According to the City's purchasing policy, all purchases made by City staff must be reviewed and approved by the City Council during each Council meeting via the consent agenda.

The accounts payable registers detailing the payments issued by the City since the cutoff date of the last Council meeting are attached to this item.

Staff Recommendation

Motion to approve bills and claims as presented.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

- A. AP Cover Sheet
- B. 07-11-2025 Checks #95582-95629 & ACH Payments
- C. 07-11-2025 Checks #95630-95647 - UB Overpayments
- D. June Purchasing Cards

CITY OF ROGERS
07.22.2025 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

7/10/2025 ADP Child Support/Garnishment	124.62
7/10/2025 ADP Direct Deposits	269,181.70
7/11/2025 ADP Fees	2,100.00
7/11/2025 ADP Fees	1,019.25
7/11/2025 ADP Fees	816.00
7/10/2025 ADP Payroll Taxes	106,768.88
7/3/2025 Health Equity FSA/DCAP	110.75
7/10/2025 Health Equity FSA/DCAP	23.87
7/14/2025 ICMA Deferred Compensation	2,778.83
7/11/2025 Optum Health Plan Fund	6,536.12
7/14/2025 PERA	77,187.81
7/3/2025 State of MN HCSP	3,751.45
7/14/2025 State of MN HCSP	3,751.45
7/3/2025 State of MN - Deferred Comp	12,325.00
7/14/2025 State of MN - Deferred Comp	12,175.00
7/2/2025 Standard Life Insurance - July	1,765.25
7/3/2025 The Hartford - July	2,137.21
Payroll & Misc Fee Expenditures	502,553.19

City Checks & ACH Paid

7/11/2025 City Checks & ACH Paid (95582-95629)	171,471.75
7/11/2025 City Checks UB Overpayments (95630-95647)	1,243.41
City Check & ACH Expenditures	172,715.16

City Misc ACH/Wires Paid

7/11/2025 Wells Fargo Client Analysis Fees	1,813.85
7/2/2025 Civic Pay Fees Utility Billing	4,701.08
6/18/2025 US Bank Credit Cards - June	45,850.00
7/2/2025 Credit Card Fees City	5,926.70
7/3/2025 Finnly Sports Payments Credit Card Fees RAC	811.17
7/11/2025 Payment Services Network Processing Fees	353.80
7/3/2025 Building Permit Surcharge	21,033.90
7/15/2025 MNDOR - City Sales Tax	2,045.00
7/11/2025 MNDOR - Water Sales Tax	7,973.00
City ACH/Wire Expenditures	90,508.50

City Total To Be Approved

765,776.85

Liquor Misc ACH/Wires Paid

7/3/2025 Credit Card Processing Fees - RWAS	6,953.77
7/3/2025 Credit Card Processing Fees - RWAS	576.00
7/3/2025 Credit Card Interchange Fees- RWAS	140.87
7/11/2025 MNDOR - Liquor Sales Tax	43,168.00
Liquor ACH/Wire Expenditures	50,838.64

Liquor Total to Be Approved

50,838.64

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 07/11/2025 - 9:26AM
Batch: 00002.07.2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: actfl	Action Fleet Inc			Check Sequence: 1	ACH Enabled: False
17964	Squad 6841 - Decommission	620.00	07/11/2025	400-420-2100-45500-0000	
17967	Colorado-FM1-Light & Tech	17,878.95	07/11/2025	400-420-2210-45500-0000	
17972	Squad #6843 - Build	1,322.50	07/11/2025	400-420-2100-45500-0000	
	Check Total:	19,821.45			
Vendor: albmi	Mike Albers			Check Sequence: 2	ACH Enabled: True
April 2025	Reimburse For Mileage In April 2025	84.00	07/11/2025	100-410-1950-44360-0000	
June 2025	Reimburse For Mileage In June 2025	123.90	07/11/2025	100-410-1950-44360-0000	
May 2025	Reimburse For Mileage In May 2025	135.10	07/11/2025	100-410-1950-44360-0000	
	Check Total:	343.00			
Vendor: ale360	Alert 360			Check Sequence: 3	ACH Enabled: False
16400715	Monitoring-CR July '25	22.99	07/11/2025	100-410-1940-43100-0000	
16400715	Monitoring-FD July '25	18.06	07/11/2025	100-420-2210-43100-0000	
	Check Total:	41.05			
Vendor: ancom	Ancom Communications Inc			Check Sequence: 4	ACH Enabled: True
128600	MDC 5000 Deskset-CH1 Office	1,745.00	07/11/2025	100-420-2210-42010-0000	
	Check Total:	1,745.00			
Vendor: aswss	Louise Marie Anderson			Check Sequence: 5	ACH Enabled: True
June 2025	Social Worker Supervision - June 2025	150.00	07/11/2025	100-420-2100-43100-0000	
	Check Total:	150.00			
Vendor: axoen	Axon Enterprise, Inc			Check Sequence: 6	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
INUS356348	Axon Air Drone Instructor Training 6/27/25	3,000.00	07/11/2025	207-420-2100-44360-0000	
	Check Total:	3,000.00			
Vendor: boutr 85815703	Bound Tree Medical, LLC Kerlix Rolls X10	22.90	07/11/2025	Check Sequence: 7 100-420-2210-42170-0000	ACH Enabled: False
	Check Total:	22.90			
Vendor: Wirbe 122204890	BreakThru Beverage Minnesota Wine & Sprirts Liquor	2,255.01	07/11/2025	Check Sequence: 8 609-497-9760-42510-0000	ACH Enabled: True
122204891	Mix	232.12	07/11/2025	609-497-9760-42540-0000	
	Check Total:	2,487.13			
Vendor: terpo 200100254204	Brookfield Renewable RAC Solar - June 2025	292.09	07/11/2025	Check Sequence: 9 205-450-5205-43810-0000	ACH Enabled: True
	Check Total:	292.09			
Vendor: buyga CP210	Gary Buysse W2 Correction Refund	386.67	07/11/2025	Check Sequence: 10 609-000-0000-21713-0000	ACH Enabled: False
	Check Total:	386.67			
Vendor: capbe 3155413	Capitol Beverage Liquor	585.00	07/11/2025	Check Sequence: 11 609-497-9760-42510-0000	ACH Enabled: True
3155414	THC	1,077.00	07/11/2025	609-497-9760-42535-0000	
3155415	Beer	342.85	07/11/2025	609-497-9760-42520-0000	
3155416	Beer	10,479.80	07/11/2025	609-497-9760-42520-0000	
	Check Total:	12,484.65			
Vendor: carcl 7904	Carson, Clelland & Schreder June Attorney Fees	10,538.15	07/11/2025	Check Sequence: 12 100-420-2100-43040-0000	ACH Enabled: True
	Check Total:	10,538.15			
Vendor: cdwgo AE5H46F	CDW Government Docking Station - W. Weicht	408.47	07/11/2025	Check Sequence: 13 100-420-2400-42010-0000	ACH Enabled: True
AE5H46F	HP Computer - W. Weicht	1,862.07	07/11/2025	100-420-2400-42010-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
AE5H46F	Mounting Brackets - W. Weicht	185.50	07/11/2025	100-420-2400-42010-0000	
AE5H46F	Scanner - W. Weicht	467.98	07/11/2025	100-420-2400-42010-0000	
AE5H46F	Monitor - W. Weicht	1,134.58	07/11/2025	100-420-2400-42010-0000	
AE5I41T	Computer Dock W/Combo Cable-Bauer	204.24	07/11/2025	205-450-5205-42010-0000	
AE5I41T	Computer Dock W/Combo Cable-Bauer	122.54	07/11/2025	100-450-5200-42010-0000	
AE5I41T	Computer Dock W/Combo Cable-Bauer	81.69	07/11/2025	100-450-5120-42010-0000	
AE75V2S	Detective Squad Printer Paper & Label Printer	1,055.68	07/11/2025	100-420-2100-42100-0000	
	Check Total:	5,522.75			
Vendor: cencu	Center Cut Meats, LLC			Check Sequence: 14	ACH Enabled: True
June 2025	Senior Dining - June 2025	698.50	07/11/2025	100-450-5186-43444-0000	
	Check Total:	698.50			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 15	ACH Enabled: False
5542017-8	Gas - Sr. Center June	23.91	07/11/2025	100-450-5186-43830-0000	
	Check Total:	23.91			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 16	ACH Enabled: False
5490566-6	Gas - CH June	66.34	07/11/2025	100-410-1940-43830-0000	
5490566-6	Gas - PW June	154.77	07/11/2025	100-430-3000-43830-0000	
	Check Total:	221.11			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 17	ACH Enabled: False
13756829-1	ST 2-Generator May '25	2,944.06	07/11/2025	100-420-2210-43830-0000	
	Check Total:	2,944.06			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 18	ACH Enabled: False
11177201-8	Gas - Event Center June	230.84	07/11/2025	100-410-1941-43830-0000	
	Check Total:	230.84			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 19	ACH Enabled: False
6791320-2	RAC Gas - June 2025	3,126.96	07/11/2025	205-450-5205-43830-0000	
	Check Total:	3,126.96			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: cenen 13775555-9	CenterPoint Energy Resources Corp. Gas - SCP Storage June	41.50	07/11/2025	Check Sequence: 20 100-450-5200-43830-0000	ACH Enabled: False
	Check Total:	41.50			
Vendor: cenen 10203497-2	CenterPoint Energy Resources Corp. Gas - June PD	845.38	07/11/2025	Check Sequence: 21 100-420-2100-43830-0000	ACH Enabled: False
	Check Total:	845.38			
Vendor: cenen 11626254-4	CenterPoint Energy Resources Corp. Utility Service-Splash Pad June	33.17	07/11/2025	Check Sequence: 22 100-450-5200-43820-0000	ACH Enabled: False
	Check Total:	33.17			
Vendor: cenen 6403368750-6	CenterPoint Energy Resources Corp. Gas - 21701 Industrial Blvd. June	26.01	07/11/2025	Check Sequence: 23 100-410-1940-43830-0000	ACH Enabled: False
	Check Total:	26.01			
Vendor: embpw 313975749	Century Link Telephone Service - RAC June	140.38	07/11/2025	Check Sequence: 24 205-450-5205-43210-0000	ACH Enabled: False
313975749	Telephone Service - PW June	180.51	07/11/2025	100-430-3000-43210-0000	
313975749	Telephone Service - SWR June	55.69	07/11/2025	602-495-9490-43210-0000	
313975749	Telephone Service - WTR June	62.04	07/11/2025	601-494-9440-43210-0000	
	Check Total:	438.62			
Vendor: berbe 10375776	Chas. A. Bernick, Inc. THC	441.00	07/11/2025	Check Sequence: 25 609-497-9760-42535-0000	ACH Enabled: False
10375777	Beer	661.60	07/11/2025	609-497-9760-42520-0000	
	Check Total:	1,102.60			
Vendor: cinco 4235481895	Cintas Corporation RWAS Mats & Towels 7/1/25	83.99	07/11/2025	Check Sequence: 26 609-497-9760-43100-0000	ACH Enabled: True
4235481957	CR Floor Mats 7/1/25	8.86	07/11/2025	100-410-1940-44060-0000	
4235657818	Uniform - Gen'l. Gov't. Bldgs. 7/2/25	2.95	07/11/2025	100-410-1940-42180-0000	
4235657818	Uniform - Janitorial 7/2/25	2.24	07/11/2025	100-410-1940-44060-0000	
4235657818	Uniform - WTR 7/2/25	6.26	07/11/2025	601-494-9440-42180-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
4235657818	Uniform - PK 7/2/25	18.38	07/11/2025	100-450-5200-42180-0000	
4235657818	Uniform - SWR 7/2/25	6.26	07/11/2025	602-495-9490-42180-0000	
4235657818	Uniform - PW 7/2/25	25.52	07/11/2025	100-430-3000-42180-0000	
4235657818	Mats & Towels 7/2/25	67.34	07/11/2025	100-430-3000-44060-0000	
	Check Total:	221.80			
Vendor: cryice	Crystal Springs Ice			Check Sequence: 27	ACH Enabled: True
03-500683	Ice	127.24	07/11/2025	609-497-9760-42570-0000	
03-500732	Ice	250.88	07/11/2025	609-497-9760-42570-0000	
	Check Total:	378.12			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 28	ACH Enabled: True
2510921	THC	180.00	07/11/2025	609-497-9760-42535-0000	
2511810	Beer	302.00	07/11/2025	609-497-9760-42520-0000	
2513715	Liquor	141.00	07/11/2025	609-497-9760-42510-0000	
2513716	THC	427.50	07/11/2025	609-497-9760-42535-0000	
	Check Total:	1,050.50			
Vendor: coywi	Divas Entertainment LLC			Check Sequence: 29	ACH Enabled: False
July 2025	Entertain In The Park - 7/16/25 Coyote Wild Div	1,200.00	07/11/2025	100-450-5120-43445-0000	
	Check Total:	1,200.00			
Vendor: dmxmlu	DMX Music - Minneapolis			Check Sequence: 30	ACH Enabled: False
58974181	RWAS Music July	53.45	07/11/2025	609-497-9760-43100-0000	
	Check Total:	53.45			
Vendor: dunham	Dunham			Check Sequence: 31	ACH Enabled: False
20261063	Engineering-St 2 90% Complete	1,055.00	07/11/2025	449-420-2210-43030-2209	
	Check Total:	1,055.00			
Vendor: ecmpu	ECM Publishers, Inc.			Check Sequence: 32	ACH Enabled: True
1055735	PHN - Comp Plan Amendment- 07.07.25	80.00	07/11/2025	100-410-1910-43520-0000	
1055736	PHN - Sign Ord - 07.07.25	88.00	07/11/2025	100-410-1910-43520-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	168.00			
Vendor: ecsi	ECSI System Integrators			Check Sequence: 33	ACH Enabled: True
25060559	Door System Hardware Service For FS 1	400.76	07/11/2025	100-420-2210-44010-0000	
	Check Total:	400.76			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 34	ACH Enabled: False
128-219738	Freon	420.00	07/11/2025	100-430-3000-42103-0000	
	Check Total:	420.00			
Vendor: fasco	Fastenal Company Inc.			Check Sequence: 35	ACH Enabled: True
MNTC4194706	3/16 Spring Hooks & #113 Buna-N	25.64	07/11/2025	100-430-3000-42100-0000	
	Check Total:	25.64			
Vendor: finwa	Finken Water Centers			Check Sequence: 36	ACH Enabled: True
1496126	Hassan Hall Water Softener July	18.00	07/11/2025	100-410-1940-42100-0000	
	Check Total:	18.00			
Vendor: finte	FinnlyTech Inc			Check Sequence: 37	ACH Enabled: False
1852	Scheduling Software (Service Renewal) Jan-Aug	359.00	07/11/2025	100-000-0000-15500-0000	
1852	Scheduling Software (Service Renewal) Sept-De	197.69	07/11/2025	100-410-1941-43190-0000	
1852	Scheduling Software (Service Renewal) Jan-Aug	359.00	07/11/2025	100-000-0000-15500-0000	
1852	Scheduling Software (Service Renewal) Sept-De	556.49	07/11/2025	100-450-5120-43190-0000	
1852	Scheduling Software (Service Renewal) Jan-Aug	538.00	07/11/2025	209-000-0000-15500-0000	
1852	Scheduling Software (Service Renewal) Jan-Aug	394.00	07/11/2025	100-000-0000-15500-0000	
1852	Scheduling Software (Service Renewal) Sept-De	268.85	07/11/2025	209-450-5207-43190-0000	
1852	Scheduling Software (Service Renewal) Sept-De	178.90	07/11/2025	100-450-5186-43190-0000	
1852	Scheduling Software (Service Renewal) Sept-De	412.17	07/11/2025	205-450-5205-43190-0000	
1852	Scheduling Software (Service Renewal) Jan-Aug	1,111.00	07/11/2025	100-000-0000-15500-0000	
1852	Scheduling Software (Service Renewal) Sept-De	178.90	07/11/2025	100-450-5200-43190-0000	
1852	Scheduling Software (Service Renewal) Jan-Aug	825.00	07/11/2025	205-000-0000-15500-0000	
	Check Total:	5,379.00			
Vendor: gense	General Security Serv. Corp.			Check Sequence: 38	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
50043618	Fire Cell Communicator - Warming House	2,370.00	07/11/2025	410-450-5200-45200-2104	
50043619	Fire Cell Communicator - Maint. Building	2,369.95	07/11/2025	410-450-5200-45200-2104	
	Check Total:	4,739.95			
Vendor: golmed	Gold Medal Products Co			Check Sequence: 39	ACH Enabled: False
55-48038	Pop Maxx Popper - SCP	1,671.82	07/11/2025	410-450-5200-45200-2104	
	Check Total:	1,671.82			
Vendor: gopst	Gopher State One-Call Inc			Check Sequence: 40	ACH Enabled: True
5060719	Locates June	108.10	07/11/2025	603-496-9495-43150-0000	
5060719	Locates June	332.05	07/11/2025	601-494-9440-43150-0000	
5060719	Locates June	332.05	07/11/2025	602-495-9490-43150-0000	
	Check Total:	772.20			
Vendor: grelaco	Great Lakes Coca Cola			Check Sequence: 41	ACH Enabled: False
47789993023	Mix	927.17	07/11/2025	609-497-9760-42540-0000	
	Check Total:	927.17			
Vendor: hassa	Hassan Sand & Gravel, Inc.			Check Sequence: 42	ACH Enabled: True
187973	Class 5-Sand/Gravel - Repair Washouts On Grav	392.13	07/11/2025	100-430-3120-42265-0000	
188056	Pulverized & Screened Topsoil - Fox Creek West	197.50	07/11/2025	404-450-5200-45300-2503	
188056	Pulverized & Screened Topsoil - Fox Creek West	-197.50	07/11/2025	404-000-0000-10100-4016	
188056	Pulverized & Screened Topsoil - Fox Creek West	197.50	07/11/2025	404-000-0000-10100-0000	
	Check Total:	589.63			
Vendor: hiline	Hi-Line Electric Company Inc			Check Sequence: 43	ACH Enabled: False
3091962	Grinding Wheel Type 27 A24T 4-1/2 DIA 1/4WI	12.08	07/11/2025	100-430-3000-42100-0000	
	Check Total:	12.08			
Vendor: hombo	Homeward Bound Theatre Co. Inc.			Check Sequence: 44	ACH Enabled: False
July 2025	Entertainment In The Park-Sonflower Puppets 7/	410.00	07/11/2025	100-450-5120-43445-0000	
	Check Total:	410.00			
Vendor: innof	Innovative Office Solutions LLC			Check Sequence: 45	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
IN4870282	Battery IDST D 12EA=1BX	30.84	07/11/2025	100-410-1940-42102-0000	
	Check Total:	30.84			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 46	ACH Enabled: False
2824913	Liquor	81.77	07/11/2025	609-497-9760-42510-0000	
2824914	Wine	391.38	07/11/2025	609-497-9760-42530-0000	
2824968	Liquor	4,745.59	07/11/2025	609-497-9760-42510-0000	
2824969	Wine	2,925.42	07/11/2025	609-497-9760-42530-0000	
2824970	Mix	49.77	07/11/2025	609-497-9760-42540-0000	
2824971	Liquor	3,500.10	07/11/2025	609-497-9760-42510-0000	
3778954	Beer	55.40	07/11/2025	609-497-9760-42520-0000	
3778955	THC	180.00	07/11/2025	609-497-9760-42535-0000	
5003785	Wine	118.71	07/11/2025	609-497-9760-42530-0000	
5003823	Liquor	1,090.38	07/11/2025	609-497-9760-42510-0000	
5003824	Wine	2,451.19	07/11/2025	609-497-9760-42530-0000	
5003825	Mix	413.63	07/11/2025	609-497-9760-42540-0000	
	Check Total:	16,003.34			
Vendor: btac	Melanie Koenen			Check Sequence: 47	ACH Enabled: True
1045	Wellness Session #10	130.00	07/11/2025	100-420-2100-43140-0000	
	Check Total:	130.00			
Vendor: lels	Law Enforcement Labor Services, Inc.			Check Sequence: 48	ACH Enabled: True
July 2025	July 2025 Union Dues	1,168.00	07/11/2025	100-000-0000-21709-0000	
July 2025	July 2025 Union Dues	292.00	07/11/2025	100-000-0000-21709-0000	
	Check Total:	1,460.00			
Vendor: lawpr	Lawson Products			Check Sequence: 49	ACH Enabled: False
9312599508	(-6)X(-6) Mnpt X Fnpt Strt Adapters	15.57	07/11/2025	100-430-3000-42100-0000	
	Check Total:	15.57			
Vendor: lubte	Lubrication Technologies, Inc.			Check Sequence: 50	ACH Enabled: False
3845645	Synthetic Motor Oil SAE 5W-30 Dexos1 Gen3	1,652.18	07/11/2025	100-430-3000-42120-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,652.18			
Vendor: lucli	Luce Line Brewing			Check Sequence: 51	ACH Enabled: False
E-4126	THC	134.00	07/11/2025	609-497-9760-42535-0000	
	Check Total:	134.00			
Vendor: lyn&mc	Lynde & McLeod, Inc			Check Sequence: 52	ACH Enabled: False
OFF-YW-13510	Black Dirt To Redo RAC Landscape	100.00	07/11/2025	205-450-5205-42102-0000	
OFF-YW-13514	Black Dirt To Redo RAC Landscape	200.00	07/11/2025	205-450-5205-42102-0000	
OFF-YW-13521	Black Dirt To Redo RAC Landscape	100.00	07/11/2025	205-450-5205-42102-0000	
OFF-YW-13838	Black Dirt For SCP	400.00	07/11/2025	410-450-5200-45300-2104	
Y-10051	Yard Waste Activity For June	3,177.31	07/11/2025	100-450-5200-43180-0000	
Y-10060	Yard Waste Rental For August	568.45	07/11/2025	100-450-5200-43180-0000	
	Check Total:	4,545.76			
Vendor: marri	Marie Ridgeway LICSW, LLC			Check Sequence: 53	ACH Enabled: True
3268	June Wellness Check-Ins And Therapy Sessions	1,040.00	07/11/2025	100-420-2100-43140-0000	
	Check Total:	1,040.00			
Vendor: menar	Menards, Inc.			Check Sequence: 54	ACH Enabled: True
50603	Flowers GeoTextile & Splashblock	264.79	07/11/2025	410-450-5200-45300-2104	
50676	Weed & Grass CONC 2.5G	69.99	07/11/2025	100-430-3120-42100-0000	
50733	Weeding Hoe (11) Perennials & (3) Hydrangeas	204.35	07/11/2025	410-450-5200-45300-2104	
50793	#4 X 15' SOL Copper Wire & 5/8" Ground Rod (	69.48	07/11/2025	100-450-5200-43125-0000	
51126	Airwick Air Fresher Airwick Refills & Wipes	31.90	07/11/2025	100-420-2100-42102-0000	
51189	Screwdriver Hex Adapter Extension & Wrench	29.71	07/11/2025	601-494-9440-42105-0000	
51191	H2O Plus Sealer App. Tray & Drive Bit Holder	58.04	07/11/2025	100-420-2100-42102-0000	
	Check Total:	728.26			
Vendor: metga	Metro Gas Installers			Check Sequence: 55	ACH Enabled: False
MH25-000027	MH25-000027 Overpayment Refund	0.58	07/11/2025	100-000-0000-22020-0000	
	Check Total:	0.58			
Vendor: mfsch	MFSCB			Check Sequence: 56	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
14369	FFI FFII HazMat Exams-Beach Skomra Carlson	1,343.25	07/11/2025	100-420-2210-44360-0000	
	Check Total:	1,343.25			
Vendor: hoteq	Midwest Wash Systems LLC			Check Sequence: 57	ACH Enabled: True
25797	Hotsy-Bulk Soap	411.89	07/11/2025	100-420-2210-42105-0000	
	Check Total:	411.89			
Vendor: mindehe	Minn. Dept. of Health			Check Sequence: 58	ACH Enabled: False
MDH Licensing	J. Abrahamson-Class C Waterworks License Fee	23.00	07/11/2025	601-494-9440-44380-0000	
	Check Total:	23.00			
Vendor: mnccc	Minnesota Counties Computer Cooperative			Check Sequence: 59	ACH Enabled: False
2506131	Copilot Training - Greninger	275.00	07/11/2025	100-410-1330-44360-0000	
	Check Total:	275.00			
Vendor: minpu	Minnesota Pump Works			Check Sequence: 60	ACH Enabled: False
#INV027997	2025-26 E/One Sentry Advisor Ann'l Monitoring	118.00	07/11/2025	602-495-9490-43140-0000	
	Check Total:	118.00			
Vendor: schso	MN Equipment Inc.			Check Sequence: 61	ACH Enabled: True
P51553	42247008113 Deflector	65.51	07/11/2025	100-430-3000-42103-0000	
P51553	42247905301 Bearing	45.62	07/11/2025	100-430-3000-42103-0000	
P51553	Freight	5.00	07/11/2025	100-430-3000-42103-0000	
P51553	42241410300 Air Filter	24.49	07/11/2025	100-430-3000-42103-0000	
P51554	#10-033 DMA210910 Shield	682.94	07/11/2025	100-450-5200-42103-0000	
	Check Total:	823.56			
Vendor: mrsig	M-R Sign Co., Inc.			Check Sequence: 62	ACH Enabled: True
228317	(8) Street Sign Bracket Assembly	468.42	07/11/2025	100-430-3120-42260-0000	
	Check Total:	468.42			
Vendor: napa	NAPA Auto Parts			Check Sequence: 63	ACH Enabled: False
396893	Alternator Bearing	45.12	07/11/2025	100-430-3000-42103-0000	
396976	Spark Plug	6.56	07/11/2025	100-420-2210-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	51.68			
Vendor: norto 12805331	Northern Tool & Equipment 108241 2" Part A Aluminum Camlock	8.99	07/11/2025	Check Sequence: 64 100-430-3000-42100-0000	ACH Enabled: True
	Check Total:	8.99			
Vendor: nordoo 15994 15995	Northwestern Door Company Purchase & Installation Of New Door-Liquor Re Purchase & Install Of New Door-PW NW/NE O	3,600.00 3,700.00	07/11/2025 07/11/2025	Check Sequence: 65 609-497-9760-44010-0000 100-430-3000-44010-0000	ACH Enabled: True
	Check Total:	7,300.00			
Vendor: nbh 3913	Nothing But Hemp LLC THC	1,216.00	07/11/2025	Check Sequence: 66 609-497-9760-42535-0000	ACH Enabled: True
	Check Total:	1,216.00			
Vendor: offde 428100323001	Office Depot Notepads - Investigations	25.09	07/11/2025	Check Sequence: 67 100-420-2100-42000-0000	ACH Enabled: False
	Check Total:	25.09			
Vendor: omabr 18752*	Omann Brothers Inc. MV4 Mix (Driveway) - Maint Bldg - SCP	1,780.21	07/11/2025	Check Sequence: 68 410-450-5200-45200-2104	ACH Enabled: False
	Check Total:	1,780.21			
Vendor: prelo 43150 43150 43150	Premier Locating Inc Locates June Locates June Locates June	193.50 63.00 193.50	07/11/2025 07/11/2025 07/11/2025	Check Sequence: 69 601-494-9440-43150-0000 603-496-9495-43150-0000 602-495-9490-43150-0000	ACH Enabled: False
	Check Total:	450.00			
Vendor: radgw 2025-15	Gwen Radel Intro To Pickleball Class 6/29/25	96.00	07/11/2025	Check Sequence: 70 100-450-5120-43445-0000	ACH Enabled: False
	Check Total:	96.00			
Vendor: reiin	Reinders, Inc			Check Sequence: 71	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
3410479-00	Roundup Quikpro	560.00	07/11/2025	100-450-5200-42100-0000	
3410479-00	18-12-6 25% Slow Fertilizer 50 Lbs	329.00	07/11/2025	100-450-5200-42100-0000	
3410479-00	Marking Chalk For Athletic Fields	500.00	07/11/2025	100-450-5200-42100-0000	
3410479-00	Deluxe 50 Lbs. Lawn Seed Mix	336.00	07/11/2025	100-450-5200-42100-0000	
	Check Total:	1,725.00			
Vendor: repse	Republic Services #899			Check Sequence: 72	ACH Enabled: False
0899-004786771	Curbside Recycling - June 2025	25,536.91	07/11/2025	100-430-3245-43100-0000	
0899-004790169	Garbage Svc - Hassan Town Hall June	107.52	07/11/2025	100-410-1940-43840-0000	
0899-004790192	Rockin' Rogers June '25	359.43	07/11/2025	100-410-1940-43840-0000	
0899-004790192	Refuse-St 1 FD June '25	28.36	07/11/2025	100-420-2210-43840-0000	
0899-004790192	Rockin' Rogers-Contamination Fees	180.00	07/11/2025	100-450-5200-43125-0000	
0899-004790192	Refuse-St 2 FD June '25	146.55	07/11/2025	100-420-2210-43840-0000	
0899-004790192	Refuse-St 1 CR June '25	255.27	07/11/2025	100-410-1940-43840-0000	
0899-004790259	RAC Garbage Pickup - July	229.86	07/11/2025	205-450-5205-43840-0000	
0899-004790375	PD Garbage Services - July	232.65	07/11/2025	100-420-2100-43840-0000	
0899-004790618	EC Garbage Pickup - June	466.84	07/11/2025	100-410-1941-43840-0000	
	Check Total:	27,543.39			
Vendor: rogtr	Rogers Hardware			Check Sequence: 73	ACH Enabled: False
29720	Socket PVC Cement Blow Gun PVC Pipe	85.08	07/11/2025	410-450-5200-45200-2104	
29724	PVC Pipe & Elbows	14.97	07/11/2025	410-450-5200-45200-2104	
29726	Return: PVC Pipe & Elbow Socket	-57.10	07/11/2025	410-450-5200-45200-2104	
29738	Hex Power EXT 1/4" TO 1/2"	7.98	07/11/2025	410-450-5200-45300-2104	
29738	2" Hex TO 3/8" Sq Socket Ext	6.38	07/11/2025	410-450-5200-45300-2104	
29749	WD/GRS KILR 365 RTU Wand	49.99	07/11/2025	601-494-9440-42102-0000	
29749	Folding Saw 10" Fiskars	25.99	07/11/2025	601-494-9440-42102-0000	
29749	JB Weld Auto Adhesive	11.99	07/11/2025	601-494-9440-42102-0000	
	Check Total:	145.28			
Vendor: sedhe	Sedgwick Heating & AC			Check Sequence: 74	ACH Enabled: False
RMW25-000334	RMW25-000334 Mechanical Permit Refund	75.00	07/11/2025	100-420-2400-32225-0000	
RMW25-000334	RMW25-000334 Surcharge Refund	1.00	07/11/2025	100-000-0000-22020-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	76.00			
Vendor: simpli	Simplifile LC			Check Sequence: 75	ACH Enabled: False
930984697530SFL	Recording Fee- Rogers Tech Center	46.25	07/11/2025	100-410-1910-43520-0000	
	Check Total:	46.25			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 76	ACH Enabled: False
2642327	Liquor	3,204.31	07/11/2025	609-497-9760-42510-0000	
5128082	Wine	1,719.33	07/11/2025	609-497-9760-42530-0000	
	Check Total:	4,923.64			
Vendor: sprso	Springbrook Holding Co LLC			Check Sequence: 77	ACH Enabled: False
INV-021170	CivicPay Transaction Fee - June 2025	307.58	07/11/2025	603-496-9495-44300-0000	
INV-021170	CivicPay Transaction Fee - June 2025	118.30	07/11/2025	100-430-3245-44300-0000	
INV-021170	CivicPay Transaction Fee - June 2025	1,041.04	07/11/2025	601-494-9440-44300-0000	
INV-021170	CivicPay Transaction Fee - June 2025	899.08	07/11/2025	602-495-9490-44300-0000	
	Check Total:	2,366.00			
Vendor: accbe	TASC			Check Sequence: 78	ACH Enabled: False
IN3491149	COBRA Continuant Fee And Election Packet Jur	22.67	07/11/2025	100-410-1325-44300-0000	
	Check Total:	22.67			
Vendor: theam	The American Bottling Co.			Check Sequence: 79	ACH Enabled: False
4849605799	Mix	534.24	07/11/2025	609-497-9760-42540-0000	
	Check Total:	534.24			
Vendor: tribo	Tri-State Bobcat Inc			Check Sequence: 80	ACH Enabled: True
A50874	#15-020 Cabin Oil & Air Filters	291.65	07/11/2025	100-450-5200-42103-0000	
	Check Total:	291.65			
Vendor: urbgr	Urban Growler Brewing Company, LLC			Check Sequence: 81	ACH Enabled: False
E-40196	Beer	98.00	07/11/2025	609-497-9760-42520-0000	
	Check Total:	98.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 82	ACH Enabled: True
9559847752	60VY92 LED Flat Panel 2'X2' 2400/3300/4400	115.92	07/11/2025	100-410-1940-42102-0000	
9559847752	28CP79 Battery (1) 5.2 AHLI-ION	151.55	07/11/2025	100-450-5200-42105-0000	
	Check Total:	267.47			
Vendor: yalme	Yale Mechanical, LLC			Check Sequence: 83	ACH Enabled: True
272050	PD HVAC Issues	3,427.50	07/11/2025	100-420-2100-44010-0000	
	Check Total:	3,427.50			
Vendor: ziein	Ziegler, Inc.			Check Sequence: 84	ACH Enabled: True
IN001969116	Rental: Generators For Rockin' Rogers	1,755.65	07/11/2025	100-450-5200-43125-0000	
SI000663831	Perform Maintenance On Transfer Switch	2,056.77	07/11/2025	100-420-2210-44040-0000	
	Check Total:	3,812.42			
	Total for Check Run:	171,471.75			
	Total of Number of Checks:	84			

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 07/11/2025 - 10:33AM
Batch: 00003.07.2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: UB*00497	Trevor Beaudry			Check Sequence: 1	ACH Enabled: False
	Refund Check 004592-000, 24648 Superior Dr	91.80	07/11/2025	601-000-0000-20200-0000	
	Check Total:	91.80			
Vendor: UB*00493	Brett Bengel			Check Sequence: 2	ACH Enabled: False
	Refund Check 010257-000, 11332 Red Stem Ct	23.00	07/11/2025	601-000-0000-20200-0000	
	Check Total:	23.00			
Vendor: UB*00492	Kristine Cassen-Hansen			Check Sequence: 3	ACH Enabled: False
	Refund Check 010520-000, 22354 Orchid Ave	75.52	07/11/2025	601-000-0000-20200-0000	
	Check Total:	75.52			
Vendor: UB*00490	Andrew Cochrane			Check Sequence: 4	ACH Enabled: False
	Refund Check 012827-000, 23298 124th Ave N	94.58	07/11/2025	601-000-0000-20200-0000	
	Check Total:	94.58			
Vendor: UB*00467	Michael Coleman			Check Sequence: 5	ACH Enabled: False
	Refund Check 013990-000, 12434 Elm Pkwy	34.45	07/11/2025	601-000-0000-20200-0000	
	Check Total:	34.45			
Vendor: UB*00500	Greg/Corinne Majernik			Check Sequence: 6	ACH Enabled: False
	Refund Check 007434-000, 22732 132nd Ave N	74.50	07/11/2025	601-000-0000-20200-0000	
	Check Total:	74.50			
Vendor: UB*00487	Curtis Miller			Check Sequence: 7	ACH Enabled: False
	Refund Check 011461-000, 22669 128th Ave N	71.65	07/11/2025	601-000-0000-20200-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	71.65			
Vendor: UB*00488	Shannon Monson			Check Sequence: 8	ACH Enabled: False
	Refund Check 004258-000, 13984 Starlite Dr	16.07	07/11/2025	601-000-0000-20200-0000	
	Check Total:	16.07			
Vendor: UB*00494	Leigh Murray			Check Sequence: 9	ACH Enabled: False
	Refund Check 007040-000, 21154 Foxtail Ln	181.37	07/11/2025	601-000-0000-20200-0000	
	Check Total:	181.37			
Vendor: UB*00496	Opendoor Labs			Check Sequence: 10	ACH Enabled: False
	Refund Check 013545-000, 11554 Woodside Dr	122.66	07/11/2025	601-000-0000-20200-0000	
	Check Total:	122.66			
Vendor: UB*00469	Opendoor Labs Inc			Check Sequence: 11	ACH Enabled: False
	Refund Check 013942-000, 20907 123rd Ave N	19.56	07/11/2025	601-000-0000-20200-0000	
	Check Total:	19.56			
Vendor: UB*00498	Pulte Homes of Mn			Check Sequence: 12	ACH Enabled: False
	Refund Check 013477-000, 12802 Farnham Ln	12.60	07/11/2025	601-000-0000-20200-0000	
	Check Total:	12.60			
Vendor: UB*00489	Daniel Reyna Soriano			Check Sequence: 13	ACH Enabled: False
	Refund Check 010408-000, 19390 Meadow Vie	27.29	07/11/2025	602-000-0000-20200-0000	
	Refund Check 010408-000, 19390 Meadow Vie	15.33	07/11/2025	100-000-0000-20200-0000	
	Refund Check 010408-000, 19390 Meadow Vie	90.77	07/11/2025	602-000-0000-20200-0000	
	Refund Check 010408-000, 19390 Meadow Vie	2.48	07/11/2025	601-000-0000-20200-0000	
	Refund Check 010408-000, 19390 Meadow Vie	5.83	07/11/2025	603-000-0000-20200-0000	
	Refund Check 010408-000, 19390 Meadow Vie	20.85	07/11/2025	601-000-0000-20200-0000	
	Refund Check 010408-000, 19390 Meadow Vie	12.85	07/11/2025	603-000-0000-20200-0000	
	Check Total:	175.40			
Vendor: UB*00495	Lenard Sammons			Check Sequence: 14	ACH Enabled: False
	Refund Check 003983-000, 20511 Harvest Cir	122.28	07/11/2025	601-000-0000-20200-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	122.28			
Vendor: UB*00491	SGH Properties LLC Hill			Check Sequence: 15	ACH Enabled: False
	Refund Check 011807-000, 19260 Linden Dr	14.62	07/11/2025	601-000-0000-20200-0000	
	Check Total:	14.62			
Vendor: UB*00499	Kelly Swinjakow			Check Sequence: 16	ACH Enabled: False
	Refund Check 003188-000, 23180 Gardner Ave	4.80	07/11/2025	601-000-0000-20200-0000	
	Refund Check 003188-000, 23180 Gardner Ave	0.84	07/11/2025	603-000-0000-20200-0000	
	Refund Check 003188-000, 23180 Gardner Ave	4.44	07/11/2025	602-000-0000-20200-0000	
	Refund Check 003188-000, 23180 Gardner Ave	1.00	07/11/2025	100-000-0000-20200-0000	
	Refund Check 003188-000, 23180 Gardner Ave	0.38	07/11/2025	603-000-0000-20200-0000	
	Refund Check 003188-000, 23180 Gardner Ave	0.16	07/11/2025	601-000-0000-20200-0000	
	Refund Check 003188-000, 23180 Gardner Ave	1.78	07/11/2025	602-000-0000-20200-0000	
	Refund Check 003188-000, 23180 Gardner Ave	1.36	07/11/2025	601-000-0000-20200-0000	
	Check Total:	14.76			
Vendor: UB*00485	Cory VanEngen			Check Sequence: 17	ACH Enabled: False
	Refund Check 004211-000, 23606 133rd Ave N	83.48	07/11/2025	601-000-0000-20200-0000	
	Check Total:	83.48			
Vendor: UB*00486	Lance/Deni Weatherly			Check Sequence: 18	ACH Enabled: False
	Refund Check 009208-000, 19366 Creekside Tr	15.11	07/11/2025	601-000-0000-20200-0000	
	Check Total:	15.11			
	Total for Check Run:	1,243.41			
	Total of Number of Checks:	18			

June 2025 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
DUNKIN #358658	100	410	1110	44360	0000	46.97	2025	Council Goal Setting Coffee
JERSEY MIKES ONLINE UC	100	410	1110	44360	0000	220.11	2025	Council Goal Setting meeting- 15 attendees
TARGET 00014563	100	410	1110	44360	0000	15.75	2025	Council Goal Setting meeting- 15 attendees
AMAZON RETA* NZ6VI43O2	100	410	1325	42000	0000	26.82	2025	Steno Pads Re-Order for Steve Stahmer
AMAZON RETA* NH7I89SG1	100	410	1325	42000	0000	6.70	2025	Recycle Bin for City Clerk Brown
AMAZON MKTPL*NZ22R40I0	100	410	1325	42010	0000	16.88	2025	Sound bar for Stacy's computer
VISTAPRINT	100	410	1325	42100	0000	324.38	2025	Photo backdrop banner (Step and Repeat) for CH
WWW.SIRIUSCOM.COM	100	410	1325	43190	0000	65.00	2025	Administration Office G3 licenses - 5 licenses
MAILCHIMP	100	410	1325	43190	0000	45.00	2025	Monthly email list serve
SWIFTYPE, INC.	100	410	1325	43190	0000	79.00	2025	Search engine widget for website
VECTEEZY * PRO	100	410	1325	43190	0000	20.67	2025	Graphics for the city website, social, and newsletter
VZWLSS*APOCC VISB	100	410	1325	43250	0000	256.94	2025	Administration Dept Cell Phones
SOCIETYFORHUMANRESOURCE	100	410	1325	44330	0000	299.00	2025	SHRM annual membership
MCFOA	100	410	1325	44330	0000	50.00	2025	MCFOA Membership Dues
MCFOA	100	410	1325	44360	0000	50.00	2025	MCFOA Annual Membership 07/01/2026 - S.Brown
LEVY@ 2TMOBILE ARENA	100	410	1325	44360	0000	24.96	2025	ADP conference dinner - 2nd night
METRO PIZZA D-SW LAS	100	410	1325	44360	0000	23.82	2025	ADP conference dinner - last night
UBER *TRIP	100	410	1325	44360	0000	15.98	2025	ADP conference trip to airport
UBER *TRIP	100	410	1325	44360	0000	3.00	2025	ADP conference trip to airport tip
TWIN CITIES HR ASSOCIATIO	100	410	1325	44360	0000	209.00	2025	TCSHRM Conference registration
AMAZON MKTPL*NW68V19Y1	100	410	1330	42000	0000	86.09	2025	Label printer
AMAZON RETA* NZ1YV9E30	100	410	1330	42000	0000	49.80	2025	Pastic bins
AMAZON MKTPL*NH611P10	100	410	1330	42000	0000	81.95	2025	Phone charger, case & charger
AMAZON MKTPL*NWOKR2NG1	100	410	1330	42010	0000	269.80	2025	DAC cables for switches
AMAZON MKTPLPLACE PMTS	100	410	1330	42010	0000	(269.80)	2025	DAC cables for switches - returned
ZOOM.COM 888-799-9666	100	410	1330	43190	0000	126.97	2025	Zoom licenses
ZABBIX SIA	100	410	1330	43190	0000	50.00	2025	Network monitoring - test
PDQ.COM	100	410	1330	43190	0000	46.00	2025	10 more licenses for patch management
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	2,005.65	2025	Office 365 licenses
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	664.62	2025	Intune Project
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	129.00	2025	IS Office 365 G3 and copilot licenses - 3
WWW.PAESSLER.COM	100	410	1330	43190	0000	3,563.56	2025	Network Monitoring
ATERA	100	410	1330	43190	0000	1,788.00	2025	Patch Manager - Requested Refund 6/24 to vendor- no longer use
WWW.SIRIUSCOM.COM	100	410	1330	43250	0000	700.72	2025	Teams Phones and shared Devices
VZWLSS*APOCC VISB	100	410	1330	43250	0000	124.17	2025	IS Cell Phones
COMCAST / XFINITY	100	410	1330	43250	0000	150.00	2025	Internet Service - IS
WWW.SIRIUSCOM.COM	100	410	1520	43190	0000	125.00	2025	Finance Office G3 - 5 licenses, 2 copilot
COMPLANCEIQ.COM	100	410	1520	44360	0000	143.00	2025	Excel Meets AI Chat GPT Training - L. Pettis
AMAZON MKTPL*NA0J03152	100	410	1910	42000	0000	11.99	2025	Eric Burtness name plate for CC mtgs
WWW.SIRIUSCOM.COM	100	410	1910	43190	0000	39.00	2025	Community dev. Office 365 G3 - 3 licenses
VZWLSS*APOCC VISB	100	410	1910	43250	0000	124.17	2025	Community Development
THE BUSINESS JOURNALS	100	410	1910	44330	0000	135.00	2025	MSP Business Journal Yearly Subscription
DUN& BRADSTREET ONLINE	100	410	1910	44330	0000	61.99	2025	Dun & Bradstreet Credit Evaluator Subscription
DUN& BRADSTREET ONLINE	100	410	1910	44330	0000	139.99	2025	Dun & Bradstreet Business BIR Snapshot Subscription
GALLELI REAL ESTATE	100	410	1910	44330	0000	250.00	2025	Brown Book Econ Dev Reference Guide Subscription
I-94 W CHAMBER OF COMMERC	100	410	1910	44360	0000	50.00	2025	Chamber Golf Event Registration
INN ON LAKE SUPERIOR	100	410	1910	44360	0000	477.61	2025	EDAM Summer Conference Hotel
AMAZON RETA* N66BR8VD1	100	410	1940	42102	0000	23.04	2025	Toilet Bowl Cleaner
AMAZON RETA* N69BR5VX1	100	410	1940	42102	0000	23.04	2025	Toilet Bowl Cleaner
VZWLSS*APOCC VISB	100	410	1940	43250	0000	82.78	2025	Custodian
4TE*COMMERS CONDITIONED W	100	410	1940	43820	0000	24.95	2025	City Hall water service - May
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	289.67	2025	Centerpoint Energy Balance-CR - May
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	142.55	2025	Hassan Town Hall Gas April 2025
AMAZON MKTPL*NN7AZ2ZG2	100	410	1941	42000	0000	17.55	2025	Corkboard & pins for EC office
AMAZON.COM*NN4A71PA1	100	410	1941	42000	0000	25.83	2025	Printer Paper for EC office
AMAZON RETA* NN25U9IP0	100	410	1941	42010	0000	113.84	2025	Schmiedlin Computer Dock
AMAZON MKTPL*N64IC8LX2	100	410	1941	42100	0000	7.95	2025	Flag Pole Keys Event Center
WWW.SIRIUSCOM.COM	100	410	1941	43190	0000	6.50	2025	Schmiedlin G3 license (1/2)
VZWLSS*APOCC VISB	100	410	1941	43250	0000	20.69	2025	Community Room Cell Phone
COMCAST / XFINITY	100	410	1941	43250	0000	78.88	2025	Analog, Internet and TV service - Event Center
AMAZON MKTPL*NH0AZ1RD0	100	410	1950	42000	0000	6.25	2025	Label Tapes
CRITICAL TOOL	100	410	1950	42180	0000	31.85	2025	Safety Vests
CRITICAL TOOL	100	410	1950	42180	0000	(2.57)	2025	Credit for Sales Tax - See Invoice Above
WWW.SIRIUSCOM.COM	100	410	1950	43190	0000	39.00	2025	Engineering G3 licenses: Bendiske, Albers, Williams
VZWLSS*APOCC VISB	100	410	1950	43250	0000	186.25	2025	Engineering Cell Phone
AMAZON MKTPL*NA2IY1TF2	100	420	2100	42000	0000	9.89	2025	Mouse Pad - Detective Tushar
AMAZON RETA* NH4EQ2011	100	420	2100	42010	0000	899.95	2025	Police video Storage for camera system
THE HOME DEPOT #2847	100	420	2100	42010	0000	13.38	2025	Extension cord/cable cuff for laptop
AMAZON MKTPL*NH7R42HA2	100	420	2100	42010	0000	160.47	2025	Laptop and Cell Phone Accessories
AMAZON MKTPL*NW5009U31	100	420	2100	42100	0000	53.58	2025	Supplies for Drone Operation
AMAZON MKTPL*NZ7TK6EN1	100	420	2100	42102	0000	299.80	2025	Building Sound Barriers
AMAZON RETA* N65240LD0	100	420	2100	42102	0000	57.93	2025	Building Cleaning Supplies
CHEWY.COM	100	420	2100	42107	0000	94.99	2025	K9 Zeus Dog Food
CHEWY.COM	100	420	2100	42107	0000	94.99	2025	K9 Ares Food
AMAZON MKTPL*NN26V3JH0	100	420	2100	42107	0000	41.98	2025	K9 Ares Training Supplies
HOLIDAY STATIONS 0130	100	420	2100	42120	0000	36.77	2025	Gas for DTF Squad
HOLIDAY STATIONS 3514	100	420	2100	42120	0000	29.86	2025	Gas for DTF Squad

June 2025 US Bank P-Card Allocations									
Vendor	Account					Amount	Fiscal Year	Description	
COBORN'S FUEL RAMSEY	100	420	2100	42120	0000	35.60	2025	Gas for DTF Squad	
MAPLE SQUARE FUEL & WASH	100	420	2100	42120	0000	42.95	2025	Gas for DTF Squad	
KWIK TRIP #812	100	420	2100	42120	0000	48.87	2025	Gas for DTF Squad	
HOLIDAY STATIONS 3511	100	420	2100	42120	0000	40.01	2025	Fuel for Alexandria Evidence Destruction Trip	
SPEEDWAY 04078 WEST ALLIS	100	420	2100	42120	0000	64.98	2025	Wills Fuel - Squad 6831	
KWIK TRIP #673	100	420	2100	42120	0000	54.44	2025	Wills Fuel - Squad 6831	
ROGERS PET CLINIC	100	420	2100	43105	0000	934.25	2025	K9 Zeus Annual Vet Visit	
ROGERS PET CLINIC	100	420	2100	43105	0000	73.44	2025	K9 Ares Vet Visit	
ROGERS PET CLINIC	100	420	2100	43105	0000	434.78	2025	K9 Ares Vet Visit	
WWW.SIRIUSCOM.COM	100	420	2100	43190	0000	429.00	2025	Police Office G3 licenses - 33 licenses	
COMCAST / XFINITY	100	420	2100	43210	0000	200.54	2025	Analog and TV Service - Police	
VZWRLSS*APOCC VISB	100	420	2100	43250	0000	1,531.25	2025	Police Department Cell Phones	
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2025	Beck car wash plan - Squad 6845	
MISTER CAR WASH #0612	100	420	2100	44040	0000	20.62	2025	Beck inside detailing - Squad 6845	
CIELO CAR WASH IV LLC	100	420	2100	44040	0000	49.50	2025	Foster inside detailing - Squad 6844	
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2025	Wills car wash plan - Squad 6831	
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2025	Foster car wash plan - Squad 6844	
CIELO CAR WASH IV LLC	100	420	2100	44040	0000	48.95	2025	Wills inside detailing - Squad 6831	
CIELO CAR WASH IV LLC	100	420	2100	44040	0000	17.40	2025	Wills inside detailing - Squad 6831	
SQ *NPCA	100	420	2100	44330	0000	50.00	2025	National Police Canine Association Dues	
APPLE.COM/BILL	100	420	2100	44330	0000	2.99	2025	iCloud Storage Subscription for work cell	
PY *PIZZA RANCH - ALEXAND	100	420	2100	44360	0000	32.49	2025	Lunch - Alexandria evidence destruction trip	
STORMTRAININGGROUP.COM	100	420	2100	44360	0000	999.00	2025	Use of Force Training	
TST* THE GREAT GREEK MEDI	100	420	2100	44360	0000	23.20	2025	Lunch - FBI Negotiator Training	
SQ *SHAKE SHACK	100	420	2100	44360	0000	22.31	2025	Lunch - FBI Negotiator Training	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	50.00	2025	BCA Training - Crime Reporting	
LYRIC KITCHEN BAR	100	420	2100	44360	0000	16.33	2025	Breakfast - MN Juvenile Association Conference	
TST*CANAL PARK BREWING C	100	420	2100	44360	0000	24.90	2025	Dinner - MN Juvenile Association Conference	
LAZY BEAR GRILL	100	420	2100	44360	0000	22.35	2025	Lunch - MN Juvenile Association Conference	
TST* FITGER'S BREWHOUSE	100	420	2100	44360	0000	22.83	2025	Dinner - MN Juvenile Association Conference	
DULUTH HOLIDAY INN	100	420	2100	44360	0000	463.23	2025	MN Juvenile Association Hotel stay - Zachman	
DULUTH HOLIDAY INN	100	420	2100	44360	0000	463.23	2025	MN Juvenile Association Hotel stay - Justen	
TST* BUSSIN BIRRIA	100	420	2100	44360	0000	41.41	2025	Lunch - Use of Force Training - Nelson & DeMorett	
PANDA EXPRESS #2552	100	420	2100	44360	0000	27.91	2025	Lunch - Use of Force Training - Nelson & DeMorett	
OPA OF GREECE	100	420	2100	44360	0000	37.71	2025	Lunch - Use of Force Training - Nelson & DeMorett	
GDP* NATIONAL POLICE CANIN	100	420	2100	44360	0000	60.00	2025	National Police Canine Association Certifications	
JIMMY JOHNS # 1235 -	100	420	2100	44360	0000	40.70	2025	CSO Interview Panel Lunch	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	(300.00)	2025	Refund - BCA Training	
ECKBERG LAMMERS PC	100	420	2100	44360	0000	699.00	2025	LETAC - Field Training Officer Training - Fischer	
QDOBA 3150	100	420	2100	44360	0000	16.20	2025	Dinner - Crisis Negotiation Training	
PY *E&G 1045 ROCHESTER	100	420	2100	44360	0000	10.59	2025	Dinner - Crisis Negotiation Training	
STAYBRIDGE SUITES ROCHE	100	420	2100	44360	0000	438.63	2025	Hotel Stay - Crisis Negotiation Training	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	150.00	2025	Predatory Offender Registration and Inv Training	
JOHN E. REID & ASSOCIA	100	420	2100	44360	0000	(630.00)	2025	Refund for Investigation and Interrogation Training	
STORMTRAININGGROUP.COM	100	420	2100	44360	0000	999.00	2025	Use of Force Training	
JIMMY JOHNS - 1611	100	420	2100	44360	0000	10.46	2025	Lunch - Mobile Field Force Training	
PIZZA LUCE	100	420	2100	44360	0000	36.66	2025	Dinner - MN Juvenile Association Conference - Justen & Zachman	
LYRIC KITCHEN BAR	100	420	2100	44360	0000	16.33	2025	Breakfast - MN Juvenile Association Conference	
TST*CANAL PARK BREWING C	100	420	2100	44360	0000	28.83	2025	Dinner - MN Juvenile Association Conference	
LAZY BEAR GRILL	100	420	2100	44360	0000	22.83	2025	Lunch - MN Juvenile Association Conference	
TST* FITGER'S BREWHOUSE	100	420	2100	44360	0000	31.81	2025	Dinner - MN Juvenile Association Conference	
FACEBK *W25KNVNG2	100	420	2100	44362	0000	52.38	2025	Boosted FB Ad for Police Officer Recruitment	
FACEBK *6S894SQNG2	100	420	2100	44362	0000	9.07	2025	Boosted FB Ad for Police Officer Recruitment	
CUB FOODS- ROGERS	100	420	2100	44385	0000	231.46	2025	Water for upcoming special events	
TST* CARIBOU COFFEE - 116	100	420	2100	44385	0000	65.23	2025	Coffee with a Cop - Wellstead	
SAMS CLUB #6254	100	420	2100	44385	0000	465.70	2025	Zeus Party - RR Parade Candy - RR Staff Food	
AMAZON MKTPL*NN95C54U1	100	420	2210	42000	0000	20.98	2025	Table Risers 2 Inch Set of 9 (returned)	
AMAZON MKTPL*NH6LP13Y0	100	420	2210	42000	0000	23.79	2025	Pen clips and Overhead Markers	
AMAZON MKTPL*PLACE PMTS	100	420	2210	42000	0000	(20.98)	2025	Table Risers 2 Inch Set of 9 (returned)	
AMAZON MKTPL*NZ4PQ5L41	100	420	2210	42010	0000	39.98	2025	Laptop Stand x2	
COSTCO WHSE #0648	100	420	2210	42100	0000	19.89	2025	Papertowels for Station 2	
AMAZON.COM*NN79E0GU0	100	420	2210	42100	0000	58.99	2025	Steamer (returned)	
AMAZON MKTPL*NW8SB9GX0	100	420	2210	42105	0000	53.99	2025	5 Gallon Bucket Holder	
AMAZON MKTPL*NZ4I731T1	100	420	2210	42105	0000	12.46	2025	Car Squeegee, 2 Pac	
AMAZON MKTPL*NH3XZ4MG1	100	420	2210	42105	0000	13.99	2025	Battery Holders	
AMAZON MKTPL*N65P15AB2	100	420	2210	42180	0000	28.99	2025	Belt-Hertwig	
AMAZON MKTPL*NN3GM3QL0	100	420	2210	42180	0000	41.97	2025	Engraved Name Tags	
AMAZON MKTPL*N66Z13VD1	100	420	2210	42180	0000	174.00	2025	Duty Pants x3-FLT	
AMAZON MKTPL*NH2062ZP0	100	420	2210	42180	0000	28.99	2025	Belt-Knutson	
AMAZON MKTPL*PLACE PMTS	100	420	2210	42180	0000	(116.00)	2025	Duty Panys x2-FLT Return	
AMAZON MKTPL*NA9CL2EL2	100	420	2210	42180	0000	116.00	2025	Duty Pants x2-FLT	
ONSTAR, LLC	100	420	2210	43190	0000	22.99	2025	OnStar Subscription '25 Silverado-Ch1	
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	798.38	2025	Office 365 licenses for 38 fire fighters	
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	78.00	2025	Fire Office G3 Licenses - Patrick, Jeff, Jason, Ashley, kaari, assistant f	
ACTIVE911 INC	100	420	2210	43190	0000	3.72	2025	Active911-new subscription-Hertwig	
COMCAST / XFINITY	100	420	2210	43210	0000	84.22	2025	Station 2 TV service	
THE UPS STORE 5116	100	420	2210	43220	0000	21.42	2025	Ship SCBA for service	

June 2025 US Bank P-Card Allocations									
Vendor	Account					Amount	Fiscal Year	Description	
THE UPS STORE 5116	100	420	2210	43220	0000	33.10	2025	Ship SCBA for service	
VZWLSS*APOCC VISB	100	420	2210	43250	0000	206.95	2025	Fire Dept cell phones	
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	333.05	2025	Centerpoint Energy-FD St 2 - May	
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	227.59	2025	Centerpoint Energy-FD St 1 - May	
MISTER CAR WASH #1601	100	420	2210	44040	0000	35.88	2025	Tahoe Car Wash Pass	
CK HOLIDAY # 06405	100	420	2210	44040	0000	11.00	2025	Squad/Rescue Car Wash	
MISTER CAR WASH #1601	100	420	2210	44040	0000	35.88	2025	CH1-'25 Silverado Car Wash Pass	
MISTER CAR WASH #1601	100	420	2210	44040	0000	35.88	2025	SQ3 Car Wash Pass	
FSP BOOKS, INC	100	420	2210	44360	0000	64.87	2025	Officer II Prep Book	
AMAZON.COM*NN5AP15B1	100	420	2210	44385	0000	53.29	2025	NWSFA Graduation Chaffing Set	
AMAZON MKTPL*NH04622M1	100	420	2210	44385	0000	23.99	2025	NWSFA Graduation Silverware Bucket	
COSTCO WHSE #0648	100	420	2210	44385	0000	88.55	2025	NWSFA Graduation Cakes & Plates	
LOOKOUT BAR AND GRILL	100	420	2210	44385	0000	871.20	2025	NWSFA Graduation Food	
WWW.VEVOR.COM	100	420	2230	42105	0000	134.99	2025	Collapsible ladder for Inspector/educator	
INT'L CODE COUNCIL INC	100	420	2230	44330	0000	170.00	2025	2025 ICC Membership	
HOLIDAY INN & SUITES	100	420	2230	44360	0000	362.76	2025	Lodging for MNIAAI conference	
AMAZON MKTPL*NN3ZV2A70	100	420	2400	42000	0000	19.75	2025	Name badge for C. Hansen	
AMAZON MKTPL*NH3YT5DV1	100	420	2400	42000	0000	19.75	2025	Name badge for W. Weicht	
AMAZON MKTPL*NH1RU7UR0	100	420	2400	42000	0000	9.49	2025	Cubicle nameplate W. Weicht	
AMAZON RETA* NZ0KB5GU1	100	420	2400	42000	0000	8.89	2025	Recycle Bin for new Bldg Insp W. Weicht	
AMAZON MKTPL*NN9P69WO2	100	420	2400	42000	0000	186.99	2025	Office Chair for new Bldg Insp W. Weicht	
AMAZON MKTPL*NN9P69WO2	100	420	2400	42000	0000	52.87	2025	Cube Supplies for new Bldg Insp W. Weicht	
AMAZON MKTPL*NN89Z4PH1	100	420	2400	42100	0000	59.90	2025	OtterBox iPad Cases for Building Dept	
WWW.SIRIUSCOM.COM	100	420	2400	43190	0000	26.00	2025	Building G3 License - Hansen, Weicht	
VZWLSS*APOCC VISB	100	420	2400	43210	0000	48.39	2025	Building Cell Phones	
CIELO CAR WASH IV LLC	100	420	2400	44040	0000	250.00	2025	Car Detail	
MISTER CAR WASH #1601	100	420	2400	44040	0000	28.27	2025	Car Wash	
ASSOCIATION OF MINNESO	100	420	2500	44330	0000	200.00	2025	AMEM Membership '25 Expires 05/24/2026	
AMAZON MKTPL*NZ9JQ2E20	100	430	3000	42000	0000	77.34	2025	Label Tapes & Latte Mix	
AMAZON MKTPL*NA6SA15A2	100	430	3000	42000	0000	32.99	2025	Desk Top Organizer for Lobby	
AMAZON MKTPL*NH0AZ1RD0	100	430	3000	42000	0000	6.25	2025	Label Tapes	
AMAZON RETA* NN25U9IP0	100	430	3000	42010	0000	227.69	2025	Cote Computer Dock	
AMAZON MKTPL*NH7N95OV2	100	430	3000	42102	0000	10.95	2025	Cleaning Brushes for Lunchroom	
CRITICAL TOOL	100	430	3000	42180	0000	47.77	2025	Safety Vests	
CRITICAL TOOL	100	430	3000	42180	0000	(3.85)	2025	Credit for Sales Tax - See Invoice Above	
WWW.SIRIUSCOM.COM	100	430	3000	43190	0000	91.00	2025	PW G3 License, 8 licenses	
VZWLSS*APOCC VISB	100	430	3000	43250	0000	149.87	2025	PW Cell Phone	
SAMSCULUB #6254	100	430	3000	44310	0000	46.40	2025	Public Works Breakfast	
RESTAURANT DEPOT	100	430	3000	44310	0000	339.56	2025	Public Works Breakfast	
SQ *MINNESOTA FALL MAINT	100	430	3000	44360	0000	180.00	2025	Fall Maintenance Expo	
SQ *MINNESOTA FALL MAINT	100	430	3000	44360	0000	45.00	2025	Fall Maintenance Expo	
PASS TRAINING	100	430	3000	44360	0000	100.00	2025	MPCA UST training and test-Ben Ruter	
PAYPAL *ONLINECOMPO ONLIN	100	430	3120	42103	0000	85.59	2025	Power relay for patch box	
TARGET 00014563	100	450	5120	42000	0000	(6.53)	2025	RETURNED bins for NCP Concessions	
TARGET 00014563	100	450	5120	42000	0000	6.53	2025	Organization bins for NCP Concessions	
TARGET 00014563	100	450	5120	42000	0000	8.00	2025	Organization bins for NCP Concessions	
AMAZON MKTPL*N64IC8LX2	100	450	5120	42100	0000	27.40	2025	Band aides for splashpad, NCP, box cutters	
AMAZON MKTPL*N626J7A22	100	450	5120	42100	0000	92.40	2025	First Aid kit splash pad, new umbrella	
OPENAI *CHATGPT SUBSCR	100	450	5120	43190	0000	10.00	2025	ChatGPT Plus Subscription	
WWW.SIRIUSCOM.COM	100	450	5120	43190	0000	13.00	2025	Bauer and Goodrich G3 license	
WWW.SIRIUSCOM.COM	100	450	5120	43190	0000	26.00	2025	Recreation -Hanson, intern G3 license	
VZWLSS*APOCC VISB	100	450	5120	43250	0000	41.39	2025	Recreation and Facilities Coordinator	
AMAZON MKTPL*NH0VG3CY1	100	450	5120	43445	0000	41.97	2025	Supplies for Learn to Skate	
AMAZON MKTPL*NH0FU5X10	100	450	5120	43500	0000	128.76	2025	Park and rec stickers	
CUB FOODS- ROGERS	100	450	5120	44360	0000	24.95	2025	Water for park commission in the park meetings	
AMAZON RETA* NN25U9IP0	100	450	5186	42010	0000	113.85	2025	Schmiedlin Computer Dock	
AMAZON.COM*NN1019CH2	100	450	5186	42010	0000	12.79	2025	Bluetooth receiver	
AMAZON MKTPL*NZ4G46L50	100	450	5186	42010	0000	30.59	2025	Keyboard & Mouse	
WWW.SIRIUSCOM.COM	100	450	5186	43190	0000	6.50	2025	Schmiedlin G3 license (1/2)	
VZWLSS*APOCC VISB	100	450	5186	43250	0000	20.70	2025	Senior Center Cell Phone	
FACEBK *Z7H8LTGHX2	100	450	5186	43420	0000	11.89	2025	Ad for Walking Class	
WAL-MART #3209	100	450	5186	43443	0000	185.07	2025	Summer soiree décor, tea	
AMAZON MKTPL*NH9BH3601	100	450	5186	43443	0000	47.48	2025	Summer Soiree crafts, photo props	
AMAZON MKTPL*NH7JR3R21	100	450	5186	43443	0000	41.54	2025	Summer soiree party favors	
AMAZON MKTPL*NA9BE68Q2	100	450	5186	43443	0000	108.46	2025	Summer soiree décor, photo booth	
HY-VEE MAPLE GROVE 1401	100	450	5186	43443	0000	140.88	2025	Summer soiree desserts, refreshments	
AMAZON PRIME*NZ1KT6MP2	100	450	5186	44330	0000	6.52	2025	Alexa Music	
AMAZON MKTPL*NH0AZ1RD0	100	450	5200	42000	0000	6.24	2025	Label Tapes	
AMAZON RETA* NN25U9IP0	100	450	5200	42010	0000	227.69	2025	Weltzin Computer Dock	
ARROWHEAD ENG PROD	100	450	5200	42103	0000	88.30	2025	Lawn mower blades	
ARROWHEAD ENG PROD	100	450	5200	42103	0000	123.62	2025	Anti-scalp wheels for lawn mowers	
PAYPAL *RENU	100	450	5200	42103	0000	54.25	2025	Battery conector for splashpad Imop	
PAYPAL *MROSUPPLY 392442-	100	450	5200	42103	0000	52.08	2025	Belt tensioner for goossen leaf vac	
THE UNIFORM AUTHORITY	100	450	5200	42180	0000	65.48	2025	Safety Jacket	
CRITICAL TOOL	100	450	5200	42180	0000	31.85	2025	Safety Vests	
CRITICAL TOOL	100	450	5200	42180	0000	(2.57)	2025	Credit for Sales Tax - See Invoice Above	
VZWLSS*APOCC VISB	100	450	5200	43250	0000	82.78	2025	Parks Cell Phone	

June 2025 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
SQ *MINNESOTA FALL MAINT	100	450	5200	44360	0000	180.00	2025	Fall Maintenance Expo
AMAZON MKTPL*NZ9KN0322	205	450	5205	42000	0000	29.80	2025	Laminating pouches and cash register tape
AMAZON MKTPL*NZ2JB5TC1	205	450	5205	42010	0000	14.93	2025	POS Terminal screen protector
AMAZON MKTPL*NA87P2GV2	205	450	5205	42010	0000	27.33	2025	Laptop cord and HDMI Adapter
THE HOME DEPOT #2844	205	450	5205	42100	0000	80.85	2025	Duct tape, CLR , Adhesive, Screws, Sponge, Poly Bend
DAL-TILE #153 MNNPLS SSC	205	450	5205	42102	0000	59.82	2025	Tile for bathroom that had delaminated off the wall
THE HOME DEPOT #2844	205	450	5205	42105	0000	35.59	2025	Tiling tools (trowel, spacers,etc.), map gas
OPENAI *CHATGPT SUBSCR	205	450	5205	43190	0000	10.00	2025	ChatGPT Plus Subscription
WWW.SIRIUSCOM.COM	205	450	5205	43190	0000	13.00	2025	Bauer and Goodrich G3 license
VZWLSS*APOCC VISB	205	450	5205	43250	0000	82.78	2025	RAC Cell Phone
AMAZON MKTPL*NZ9KN0322	205	450	5205	44010	0000	36.02	2025	Drinking fountain parts
AMAZON MKTPL*NZ1MW0ZH0	205	450	5205	44010	0000	81.12	2025	Drinking fountain parts
AMAZON MKTPLACE PMTS	205	450	5205	44010	0000	(36.02)	2025	Drinking fountain parts - Returned
HOMEDEPOT.COM	205	450	5205	44010	0000	93.70	2025	Replacement light fixture and caulking
ADORAMA INC.	207	420	2100	45800	0000	1,032.27	2025	PS Fund - Drone Equipment (Case)
AMAZON RETA* NN25U9IP0	209	450	5207	42010	0000	227.69	2025	Turf Facility Computer Dock
AMAZON.COM*N68BV9FN2	410	450	5200	45200	2104	311.08	2025	Trash Cans
GEHL FOODS INC	410	450	5200	45200	2104	249.00	2025	Cheese machine SCP
AMAZON.COM*N63FO0940	410	450	5200	45200	2104	215.24	2025	Recycling receptacles
JUSTBRAILLESIGNSCOM	410	450	5200	45200	2104	349.00	2025	Building signs
JUSTBRAILLESIGNSCOM	410	450	5200	45200	2104	14.47	2025	Building signs - shipping
BAN KOE SYSTEMS	410	450	5200	45200	2104	1,056.87	2025	2-Knox Boxes for SCP Buildings + Freight + CC Fee
BSN SPORTS LLC	410	450	5200	45300	2104	1,293.23	2025	Base Anchors and Plugs
NEWMARK CORPORATION	449	420	2210	45200	2505	5,820.00	2025	Grates-St 1 Bay Renovation
AMAZON MKTPL*NHOAZ1RD0	601	494	9440	42000	0000	6.25	2025	Label Tapes
SNAP ON TOOLS	601	494	9440	42105	0000	163.50	2025	6-curbstop sockets
CRITICAL TOOL	601	494	9440	42180	0000	31.85	2025	Safety Vests
CRITICAL TOOL	601	494	9440	42180	0000	(2.57)	2025	Credit for Sales Tax - See Invoice Above
WWW.SIRIUSCOM.COM	601	494	9440	43190	0000	8.67	2025	Office G3 Licenses: Parker, Knapp
VZWLSS*APOCC VISB	601	494	9440	43250	0000	82.78	2025	Water Cell Phone
VCN*MONTICELLODMVCTR	601	494	9440	44370	0000	1,947.69	2025	2025 Ford F-350 Reg W/S-1FDRF3HN6SED10100
AMAZON MKTPL*NHOAZ1RD0	602	495	9490	42000	0000	6.24	2025	Label Tapes
CRITICAL TOOL	602	495	9490	42180	0000	31.85	2025	Safety Vests
CRITICAL TOOL	602	495	9490	42180	0000	(2.57)	2025	Credit for Sales Tax - See Invoice Above
WWW.SIRIUSCOM.COM	602	495	9490	43190	0000	10.00	2025	Office G3 Licenses: Parker, Knapp
VZWLSS*APOCC VISB	602	495	9490	43250	0000	82.78	2025	Sewer Cell Phone
VCN*MONTICELLODMVCTR	602	495	9490	44370	0000	1,947.69	2025	2025 Ford F-350 Reg W/S-1FDRF3HN6SED10100
AMAZON MKTPL*NHOAZ1RD0	603	496	9495	42000	0000	6.24	2025	Label Tapes
CRITICAL TOOL	603	496	9495	42180	0000	15.92	2025	Safety Vests
CRITICAL TOOL	603	496	9495	42180	0000	(1.28)	2025	Credit for Sales Tax - See Invoice Above
WWW.SIRIUSCOM.COM	603	496	9495	43190	0000	10.00	2025	Office G3 Licenses: Parker, Knapp
AMAZON MARK* NW5KA41Y0	609	497	9760	42000	0000	121.32	2025	RWAS Cabinets and supplies
AMAZON MARK* NW30L2GM1	609	497	9760	42000	0000	82.61	2025	RWAS Office chair mat
AMAZON MARK* NW6LS8V40	609	497	9760	42000	0000	44.29	2025	RWAS Office supplies
AMAZON MARK* NW6PE5M00	609	497	9760	42000	0000	43.50	2025	RWAS Office Shelf
AMAZON RETA* NZ9FR62J2	609	497	9760	42000	0000	46.52	2025	RWAS Tape and air freshner
AMAZON RETA* NZ5WL3QT1	609	497	9760	42000	0000	19.31	2025	RWAS Post It
AMAZON MARK* NZ06I52U1	609	497	9760	42000	0000	453.60	2025	RWAS 2 Office chairs
AMAZON MARK* NW4MB11K1	609	497	9760	42000	0000	44.57	2025	RWAS Tape
AMAZON MARK* Z57PR6F01	609	497	9760	42100	0000	(23.03)	2025	RWAS Phone case return
TARGET 00014563	609	497	9760	42100	0000	36.02	2025	RWAS Soap
WWW.SIRIUSCOM.COM	609	497	9760	43190	0000	39.00	2025	Office G3 Licenses: Agnes, Johnson, Hyde
VZWLSS*APOCC VISB	609	497	9760	43250	0000	124.17	2025	Liquor Cell Phones
DELTA AIR BAGGAGE FEE	609	497	9760	44360	0000	35.00	2025	Conference bag fees
AMAZON MARK* N658V4GW2	609	497	9780	42100	0000	16.29	2025	Event Center Cups
CUB FOODS- ROGERS	609	497	9780	42540	0000	43.47	2025	Event Center NA Drinks
	100	000	0000	36233	0000	(4,035.81)	2025	1st Quarter 2025 Purchasing Card Rebate
	100	000	0000	10100	0000	(29,280.55)		June 2025 P-Card Allocations
	205	000	0000	10100	0000	(528.92)		June 2025 P-Card Allocations
	207	000	0000	10100	0000	(1,032.27)		June 2025 P-Card Allocations
	209	000	0000	10100	0000	(227.69)		June 2025 P-Card Allocations
	410	000	0000	10100	0000	(3,488.89)		June 2025 P-Card Allocations
	449	000	0000	10100	0000	(5,820.00)		June 2025 P-Card Allocations
	601	000	0000	10100	0000	(2,238.17)		June 2025 P-Card Allocations
	602	000	0000	10100	0000	(2,075.99)		June 2025 P-Card Allocations
	603	000	0000	10100	0000	(30.88)		June 2025 P-Card Allocations
	609	000	0000	10100	0000	(1,126.64)		June 2025 P-Card Allocations
				Total		(45,850.00)		
				Payment Total		45,850.00		
				Difference		-		



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.4

Subject: Approval of Special Event Permit Application for Northridge Fellowship for September 6, 2025

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve a Special Event Permit application for Northridge Fellowship on September 6, 2025, conditioned upon department head approvals.

Overview / Background / Analysis

Northridge Fellowship has submitted a Special Event Permit Application with required fees for their Community Block Party event to be held on September 6, 2025 at 12522 Main Street in Rogers.

The application has been routed to the appropriate department heads, and a permit will not be issued until all department heads have granted approval.

Staff Recommendation

Motion to approve a Special Event Permit application for Northridge Fellowship on September 6, 2025, conditioned upon department head approvals.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.5

Subject: Approval of Special Event Application for Mary Queen of Peace Catholic Church for September 27 - 28, 2025

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve a Special Event Permit application for Mary Queen of Peace for September 27-28, 2025 conditioned upon department head approvals.

Overview / Background / Analysis

Mary Queen of Peace Catholic Church has submitted a Special Event Permit application with required fees for their annual Fall Festival to be held September 27-28, 2025 at 21304 Church Avenue in Rogers.

The application has been routed to the appropriate department heads, and a permit will not be issued until all department heads have granted approval.

Staff Recommendation

Motion to approve a Special Event Permit application for Mary Queen of Peace for September 27-28, 2025 conditioned upon department head approvals.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.6

Subject: Approval of Temporary On-Sale Liquor License for Mary Queen of Peace Catholic Church for September 27 - 28, 2025

Prepared By:

Recommended Council Action

Motion to approve a Temporary On-Sale Liquor License application for Mary Queen of Peace Catholic Church for September 27-28, 2025.

Overview / Background / Analysis

Mary Queen of Peace Catholic Church has submitted a Temporary On-Sale Liquor License application for their annual Fall Festival, permitting liquor sales on September 27-28, 2025. All required paperwork has been received by the City for this application.

Staff Recommendation

Motion to approve a Temporary On-Sale Liquor License application for Mary Queen of Peace Catholic Church for September 27-28, 2025.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.7

Subject: Adoption of the Revolving Loan Fund and Economic Development Financing Policies

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to adopt the Revolving Loan Fund Policy and Economic Development Financing Policy.

Overview / Background / Analysis

At the June 24th work session meeting, the City Council discussed different economic development-related tools which are commonly used throughout the state, including tax increment financing (TIF), tax abatement, and revolving loan funds. The use of different incentives is guided by Minnesota State Statute and cities commonly adopt different policies as it pertains to the use of these programs. The proposed policies for consideration include a policy related to economic development financing and a policy for the revolving loan fund. The adoption of either of these policies does not guarantee projects will receive either a loan or tax incentive award. Rather, these policies are used to show when a development or project would be considered by the city. Each project must meet the standards as defined in the policies to be considered, and each potential future award is at the discretion of the city council.

A copy of the June 24th PowerPoint presentation is attached to this item for reference.

Economic Development Financing Policy

Cities throughout the state (and country), Rogers included, have utilized tax increment financing (TIF) and tax abatement as a means to make developments financially feasible. TIF is a tool in which the future tax benefit of a development (i.e. increment) goes back to the project to pay for eligible project costs. Tax abatement is a reduction of exemption for taxes for the purpose of encouraging specific activities like economic development, redevelopment, or development. These different tools operate separately from each other and each has its own set of laws about how it may operate and what projects are eligible. In either case, if a development has received TIF or tax abatement, the award directly corresponds to the taxes of that parcel. It does not take from taxes of other parcels within the community. In order to receive either TIF or tax abatement, a project must meet "but-for" criteria meaning the development/project would not occur but-for the use of TIF or abatement.

The proposed Economic Development Financing Policy defined the objectives, criteria, job/wage goals, and policies for the consideration of TIF or tax abatement. The

intention of this policy is to define when a project may qualify to apply for either of these items. The policy itself does not guarantee a development will be recommended nor will receive any funding. If a developer or business applies for TIF or abatement, they will be required to submit all related financial reports related to the development, which are extensively reviewed by city staff and the city's financial consultant, Ehlers. If the council deems appropriate to grant a TIF or abatement award, the developer/business would be required to enter into an agreement with the city defining all the terms and requirements.

Revolving Loan Fund Policy

Cities and Economic Development Authorities throughout the state have the ability to provide loans to businesses within their communities for varying reasons to promote business and job growth within their respective communities. Revolving Loan Funds are often initially funded through repayments which a community receives if there has been a Minnesota Department of Employment and Economic Development (DEED) Minnesota Investment Fund (MIF) award to a business within the community. Through the MIF program, and dependent on the structure of the MIF award, cities have the ability to retain repayment funds for the establishment and growth of the community's revolving loan fund.

The primary intention of revolving loan funds is to provide funding for real estate acquisitions, construction, or machinery and equipment purchases. The city deploys the funding to the business following a credit analysis and the term of the loan would be dependent on the use of the funding, as defined in the proposed policy document. The overall interest rate would be based upon the risk factors of the project/business. The proposed policy also includes the program objectives, general and financing criteria, and the application process.

Correlation to the Economic Development Strategic Plan

On February 25, 2025, the City Council adopted the Economic Strategic Plan. This document created a plan and overall goals and strategies related to the economic development activities of the city. The Strategic Plan included Goal 5 which was 'Update City Policies to Reflect Market Competitiveness'. Under this identified goal, it listed amending and adopting new goals related to business subsidies and revolving loans. The proposed policies are aligned with the goals of the Strategic Plan.

Staff Recommendation

Staff recommends the adoption of the revolving loan fund and economic development financing policies.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Rogers Economic Development Financing Policy
- B. Rogers Revolving Loan Fund Policy
- C. June 24th City Council Work Session PowerPoint



ECONOMIC DEVELOPMENT FINANCING POLICY

Adopted: July 22, 2025

City of Rogers
Community Development Department
22350 South Diamond Lake Road
Rogers, MN 55374
763-28-0915

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- I. Introduction
- II. Purpose And Authority
- III. Public Purpose Objectives
- IV. Minimum Criteria
- V. Job & Wage Goals
- VI. General Policies
- VII. Tax Increment Financing
- VIII. Tax Abatement
- IX. Application Process and Procedure
- X. Subsidy Agreement

I. INTRODUCTION

The purpose of this policy is to establish the City of Roger's position relating to the use of business incentives for private development. This policy shall be used as a guide in the processing and review of applications requesting business subsidies. This policy is adopted for purposes of the Business Subsidy Act. This policy is also applicable to business subsidies provided by any subordinate development entities in and for the City of Rogers.

II. PURPOSE AND AUTHORITY

- A. The City of Rogers ability to grant business subsidies is governed by the Business Subsidy Act, Minnesota Statutes 116J.993 through 116J.994, as amended. The City of Rogers ("City") is granted the power to utilize Tax Increment Financing (TIF) by the Minnesota Tax Increment Financing Act, Minnesota Statutes 469.174 through 469.1794, as amended. The City is also granted the power to utilize Tax Abatement by Minnesota Statutes 469.1812 through 469.1815, as amended.
- B. The purpose of this policy is to establish the City's position relating to the use of business subsidies for private development within the City.
- C. Certain public financing may or may not be considered a business subsidy as defined by the Business Subsidy Act. However, requests for financial assistance that are exempt from the Business Subsidy Act under State Law are still subject to review and approval of the City, and the City, in its discretion, may choose to implement the same requirements for State exempted projects as required by the Policy. Regardless of State exempt or non-exempt status, the granting of any assistance is at the sole discretion of the City and may be subject to other regulatory requirements and/or policies.
- D. These criteria are to be used in conjunction with other relevant policies of the City.
- E. The City reserves the right to approve or reject projects on a case-by-case basis, taking into consideration factors considered appropriate by the City, in addition to established policies, project criteria, demand on City services and potential benefits from the project. Meeting the criteria does not guarantee a project shall be approved. Approval or denial of a request for a business subsidy is at the sole discretion of the City.
- F. The City may deviate from the criteria by documenting in writing the reason(s) for the deviation. The documentation shall be submitted to Minnesota Department of Employment and Economic Development ("DEED") with the next required annual report.
- G. The City may amend this document at any time. Amendments to these criteria are subject to public hearing requirements contained in the Business Subsidy Act.

III. PUBLIC PURPOSE OBJECTIVES

All business subsidies must meet a public purpose with measurable benefit to the City as a whole. Public purposes include, but are not limited to:

- A. Diversification of the local economy or job base;
- B. Increasing the tax base, provided that increase in the tax base may not be the sole reason for the subsidy;
- C. Creating needed services or facilities not currently available in the City;
- D. Removing blight and/or encouraging redevelopment in the City in order to encourage high levels of property maintenance and private reinvestment in those areas;
- E. Retaining local jobs, provided that job retention may only be used as a public purpose in cases where job loss is specific and demonstrable and shall be documented as to the information used to determine the nature and extent of the job loss;
- F. Increasing the job base;
- G. Enhancing existing jobs through increased wages;
- H. Encouraging additional unsubsidized private development in the area, either directly, or through secondary “spin off” development;
- I. Offsetting increased costs of redevelopment over and above those costs that a developer would incur in normal site conditions;
- J. Meeting other objectives of public policy, as adopted by the City from time to time, including the promotion of quality urban and architectural design, energy conservation, sustainable building practices, technology enhancements, decreasing the capital and operating costs of local government, and other similar goals; and
- K. Public infrastructure improvements within the general project area.

IV. MINIMUM CRITERIA

All new applications for assistance considered by the City must meet each of the following minimum criteria, or qualifications, in order to be eligible to receive a business subsidy.

- A. The project shall meet the applicable requirements of the Business Subsidy Act.
- B. The project shall meet one or more of the public purpose requirements in Section III.
- C. The project shall be in compliance with State and local laws, including the City’s Comprehensive Plan, Zoning Ordinance, and any other applicable land use regulations.
- D. For the purposes of evaluating the request, the applicant shall provide all requested market and financial feasibility studies, appraisals, environmental data, private lender commitment and information provided to private lenders regarding the project, and other information requested by the City or its consultants, so that it may proceed with an evaluation of the proposal and determine whether the request is consistent with City policies.
- E. The applicant shall provide adequate financial guarantees to ensure completion of the project and repayment of any business subsidy (if repayment is required), unless an exception is granted by the City. These may include, but are not limited to, assessment agreements, letters of credit, personal deficiency guarantees, and mortgages.

V. JOB AND WAGE GOALS

- A. Job and wage goals shall be required for all assistance provided excluding the use of tax increment financing or tax abatement for the purposes of housing.
- B. The minimum wage for a job to be considered a new or retained job shall be not less than \$20.00 per hour, exclusive of benefits.
- C. Wage goals may also be set to enhance existing jobs through increased wages, which increase shall result in wages higher than the minimum under this Section.
- D. In cases where the objective is the retention of existing jobs, the applicant of the business subsidy shall be required to provide evidence that demonstrates that the loss of jobs is imminent.
- E. The goals for the number of jobs to be created or retained must result in job creation or retention by the applicant within the City.
- F. In addition to other specific goal time frames, the wage and job goals shall contain specific goals to be attained within two years of the benefit date, unless an exception is granted by the City.
- G. The project shall result in a minimum of one new or retained full-time job per \$50,000 of assistance provided. Job and wage goals shall be defined based upon project criteria and shall be defined within the funding agreement.
- H. However, after a public hearing, if the creation or retention of jobs is determined not to be a goal, the wage and job goals may be set at zero.
- I. Part-time equivalents may be counted toward job goals. Part time employees shall be calculated based upon a percentage of full time hours worked of 2080 annually.

VI. GENERAL POLICIES

The guidelines and principles set forth in this document pertain to all applications for City public financing regardless of whether they are considered a Business Subsidy as defined by the Statutes. The following general policies shall serve as a guide in reviewing assistance applications:

- A. All requests for business subsidies shall be reviewed by City staff, and, if staff determines it is necessary to evaluate a request, a third-party financial consultant may be retained who will advise the City of its findings and recommendations.
- B. The applicant must demonstrate a market demand for a proposed project. Assistance shall not be granted to support purely speculative projects.
- C. The project shall not significantly and adversely increase the demands for public services or public facilities, unless plans to mitigate the project's impacts are approved and financed.
- D. Business subsidy assistance shall not be provided in circumstances where land and/or property purchase price is demonstrated by the Assessor to be in excess of fair market

value. This would normally be where the acquisition price is more than 10% in excess of market value in the last valuation by the County Assessor.

- E. Business subsidy assistance shall not be provided to projects that would result in a significant competitive financial advantage over similar projects in the area due to the use of public subsidies. When requested by the City, applicants shall provide information to demonstrate that no such competitive advantage will be created.
- F. The applicant shall proactively attempt to minimize the amount of public assistance needed by pursuing grants, innovative solutions in structuring agreements related to the proposed project, and pursuing other funding mechanisms.
- G. The applicant must demonstrate, to the City's sole satisfaction, an ability to complete the proposed project based on past development experience, general reputation, financial ability and credit history, among other factors, in relation to the size and scope of the proposed project.
- H. The applicant must demonstrate that the applicant or its contractual assigns shall retain ownership of any portion of the project long enough to complete it, to stabilize its occupancy, to establish project management and needed mechanisms to ensure successful operation, and assurance to the City the business subsidy shall be repaid (if repayment is required).
- I. The applicant shall be responsible for all application fees, the City's financial consultant(s), legal counsel, and any other costs associated with the review of the application.
- J. Failure to provide requested information shall result in denial of the request for a business subsidy.

VII. TAX INCREMENT FINANCING

A. GENERAL POLICIES FOR TAX INCREMENT FINANCING

- 1. All projects shall meet the requirements outlined in all previous Sections, including the Job and Wage Goals, and applicable State Statutes.
- 2. The applicant shall demonstrate to the satisfaction of the City that the project is not financially feasible "but for" the use of a business subsidy.
- 3. The City shall utilize "pay-as-you-go" TIF. Any request for upfront assistance shall be evaluated on its own merits and may require security to cover any risks assumed by the City.
- 4. The following types of TIF Districts may be established:
 - a) Housing Districts
 - b) Economic Development Districts.
 - c) Redevelopment Districts.
 - d) Renewal and Renovation Districts.
 - e) Soil Conditions Districts.
 - f) Other types of TIF Districts, along with specific criteria, may be considered on a case-by-case basis.

5. The City shall set up TIF Districts consistent with the maximum number of statutory years allowable for a specified district. However, this does not mean that the developer shall be granted assistance for the full term of the district.
6. When possible, TIF shall be used to finance public improvements associated with the project. The priority for the use of TIF funds is:
 - a) Public improvements, legal, administrative, and engineering costs.
 - b) Site preparation, site improvement, land purchase, demolition, and environmental remediation.
 - c) Underground or efficient parking.
7. The City shall retain a minimum 10% fee to reimburse administrative costs.
8. Any applicant receiving TIF assistance shall provide a minimum of twenty percent (20%) cash equity investment in the project. Any City or other assistance provided shall not be used to supplant cash equity.
9. The City shall elect the fiscal disparities contribution to come from inside applicable TIF Districts to eliminate any impact to the existing tax payers of the community.

B. PROJECT QUALIFICATIONS

TIF projects considered by the City of Rogers shall meet the following requirements:

1. The project shall result in new construction of a minimum of 10,000 square feet.
2. The project shall serve at least two of the public purpose objectives outlined in Section III.

C. PRIORITY CONSIDERATION

TIF projects meeting one or more of the following desired criteria shall receive priority consideration.

1. The project shall effectively utilize investments in existing public infrastructure and, if applicable, support public services such as transit.
2. The project results in the addition of jobs paying wages higher than the minimum established under Section V.
3. The project fills an unmet market need.
4. For Redevelopment TIF Districts, a significant increase in the assessed value.

VIII. TAX ABATEMENT

A. GENERAL POLICIES FOR TAX ABATEMENT

1. All projects shall meet the requirements outlined in all previous Sections, including the Job and Wage Goals, and applicable State Statutes.
2. Tax Abatement assistance shall be provided to the applicant upon receipt of the taxes as a pay-as-you-go method. Any request for upfront assistance shall be evaluated on its own merits and may require security to cover any risks assumed by the City.

3. An applicant receiving assistance shall make a cash investment in the project. The assistance shall not be used to supplant cash equity.
4. The length or term of any Tax Abatement assistance shall be based on need for each project as determined by the City.
5. Tax abatement cannot be granted for any period while the property is located in a TIF District.

B. PROJECT QUALIFICATIONS

1. The project shall serve at least two of the public purpose objectives outlined in Section III.

C. PRIORITY CONSIDERATION

Projects meeting one or more of the following desired criteria shall receive priority consideration.

1. The project results in the addition of jobs paying wages higher than the minimum established under Section VII.
2. Existing businesses seeking to expand and grow within the City.
3. The project fills an unmet market need.

IX. APPLICATION PROCESS AND PROCEDURE

- A. A business, non-profit organization, or developer seeking a business subsidy shall complete the Business Subsidy Application, along with the fee determined by the City and an escrow deposit.
- B. When requested, the applicant shall provide all requested market and financial feasibility studies, appraisals, environmental data, private lender commitment and information provided to private lenders regarding the project, and other information that the City, or its financial consultant requests, so that it may proceed with an evaluation of the proposal and determine whether the request is consistent with City policies.
- C. When requested, the applicant shall provide adequate financial guarantees to ensure completion of the project and repayment of any business subsidy (if repayment is required), unless an exception is granted by the City. These may include, but are not limited to, assessment agreements, letters of credit, personal deficiency guarantees, and mortgages.
- D. For a business subsidy subject to Section 116J.994, Subd. 5 of the Business Subsidy Act, the City shall hold a public hearing with a public notice published in the official newspaper at least ten days before the public hearing.

X. SUBSIDY AGREEMENT

- A. Any applicant receiving a business subsidy shall be required by the Business Subsidy Act to enter into a Subsidy Agreement with the City outlining the terms and conditions under which the business subsidy shall be provided.
- B. The Subsidy Agreement may be incorporated into a broader Development Agreement for a project.
- C. The Subsidy Agreement shall be approved by the City. The Subsidy Agreement shall be executed by both the City and the applicant.
- D. The applicant and City shall comply with the reporting requirements set forth in Section 116J.994, Subd. 7 and 8 of the Business Subsidy Act. The City shall file a report by April 1 of each year with the Department of Employment and Economic Development regardless of whether or not they have awarded any business subsidies.



REVOLVING LOAN FUND POLICY

Original Policy Adopted: July 22, 2025

City of Rogers
Community Development Department
22350 S Diamond Lake Road
Rogers, MN 55374
763-428-2253

Table of Contents

- I. Introduction
- II. Purpose and Authority
- III. Objectives
- IV. General Criteria
- V. Financing Criteria

I. INTRODUCTION

The City of Rogers Revolving Loan Fund program (“RLF Program”) was originated by the state-funded Minnesota Investment Fund (MIF) program, awarded through the Department of Employment and Economic Development (DEED) to further stimulate business growth within the community. However, this does not preclude the city from supplementing additional funds to the RLF Program. The RLF Program is administered by the Economic Development Authority and City Council, hereto collectively referred to as City.

II. PURPOSE AND AUTHORITY

- A. The purpose of this policy is to establish the city’s position relating to the use of the RLF Program. This policy shall be used as a guide in the processing and review of applications requesting loan funds.
- B. The criteria are to be used in conjunction with other relevant policies of the City.
- C. The City reserves the right to approve or reject projects on a case-by-case basis, considering factors deemed appropriate by the City, the established policies, project criteria, demand on city services, and potential benefits from the project. Meeting the eligibility criteria does not guarantee that a project shall be approved. Approval or denial of an application is at the sole discretion of the City.
- D. The use of the RLF Program is guided by state policies in Minn. Stat. 116J.8731 and the Minnesota Business Subsidy Law (Minn. Stat. 116J.993 and 116J.994).

III. OBJECTIVES

The objective of the RLF Program is to deploy and sustain a local pool of funding to support and stimulate private sector investment to create new employment opportunities, retain existing employment, encourage business expansion and/or retention, diversify the local economy, and enhance the property tax base. This may be accomplished by some or all of the following means:

- A. Creation or retention of permanent private-sector jobs in order to create above-average economic growth, which includes investments in technology and equipment that increase productivity and provide for a higher wage;
- B. Stimulation or leverage of private investment to ensure economic renewal and market competitiveness;
- C. Increasing the local tax base, based on demonstrated measurable outcomes, to guarantee a diversified industry mix;
- D. Improvement of employment and economic opportunity for citizens in the region to create a reasonable standard of living;
- E. Attracting new-to-market or unique uses to stimulate commercial and/or

- industrial areas within the city; and
- F. Stimulation of productivity growth through improved manufacturing or new technologies.

IV. GENERAL CRITERIA

A. ELIGIBLE EXPENDITURES

The RLF Program may be used to fund loans, loan guarantees, interest buy-downs, and other forms of participation with private sources of financing.

B. ELIGIBLE ACTIVITIES

The RLF Program may be used for the following activities:

1. Construction or rehabilitation of facilities;
2. Acquisition of land and buildings;
3. Site improvements;
4. Machinery and equipment (vehicles excluded);
5. Infrastructure; and
6. Technology Enhancements/Green Energy Projects

C. INELIGIBLE ACTIVITIES

In addition to the list of ineligible businesses from the Small Business Administration Loan Procedures, the RLF Program may not be used for the following activities:

1. Operation, construction, or expansion of a casino;
2. Operation, construction, or expansion of a store which is used solely or principally for retail sales;
3. A project related to a sports facility that has a professional sports team as a principal tenant;
4. Agriculture (crop or livestock production, etc.);
5. Charitable gambling;
6. Not for profit services;
7. Adult entertainment;
8. Magazines, newspapers, radio, TV or other media;
9. Housing;
10. Vehicles;
11. Developer fees, management fees, financing costs, franchise fees, or debt consolidation;
12. Moving expenses;
13. Land acquisition for speculation;

14. Reimbursement for expenditures prior to loan approval.

D. REVIEW CRITERIA

Assistance must be evaluated on the existence of the following conditions:

1. Creation of new jobs or retention of existing jobs;
2. Increase in the tax base;
3. The project can demonstrate that investment of public dollars induces private funds;
4. The project can demonstrate an excessive public infrastructure or improvement cost beyond the means of the affected community and private participants in the project;
5. The project provides higher wage levels to the community or will add value to current workforce skills;
6. Whether assistance is necessary to retain existing business (this may not be the sole qualifying criteria; other criteria must also be met);
7. Whether assistance is necessary to attract new business (this may not be the sole qualifying criteria; other criteria must also be met); and
8. Project advances sustainability or technology improvements to further aid in the process of the business.

E. JOB AND WAGE GOALS

All projects must create new employment opportunities in Rogers or retain jobs that would otherwise disappear without the RLF Program support. At least one position must be created or retained for each \$50,000.00 invested in the project by the RLF Program or meet a defined objective that will be reviewed on a case-by-case basis. In addition, businesses receiving RLF assistance must pay each employee total compensation, exclusive of benefits, at a minimum of \$20.00 per hour. The City may choose to deviate from the job and wage goals stated in this Policy based upon industry type, inclusion of automation related equipment, or other standards as defined by the City.

F. CONFLICT OF INTEREST

An officer or acting agent of the city and/or EDA will not have a personal financial interest or personally benefit financially from the business to be assisted. Minn. Stat. 471.87 and 471.88 provide guidance on conflict of interest.

G. BUSINESS SUBSIDIES

The requirements of Minn. Stat. § 116J.993-I 16J.995 ("the Business Subsidy Law") shall be followed in the administration of the RLF Program. These sections pertain to the definition of a business subsidy, public purpose of the subsidy, criteria, subsidy agreements, wage and job goals, timing of the project, public notice and hearing requirements, failure to meet goals, and reporting of information regarding the outcomes of the subsidy to the Department of Employment and Economic Development ("DEED").

H. GOVERNMENT DATA PRACTICES

Information contained in the application for assistance will become a matter of public record with the exception of those items protected under Minn. Stat. 13.591.

V. FINANCING CRITERIA

A. LOAN SIZE

The minimum equity requirement for participation is equal to 5% of eligible project costs.

At least 50% of project financing must come from a private lender or private equity. A minimum loan size of \$5,000 and a maximum loan size of \$75,000 shall be considered. Exceptions shall be approved by the City.

B. COLLATERAL REQUIREMENTS

While the RLF Program will occasionally accept positions on collateral subordinate to private lenders, all loans must be collateralized. Each loan shall be secured with the following: a loan agreement; a first or second mortgage on real estate; a UCC filing on equipment or personal property; personal guarantee; letter of credit; and/or other forms of security as deemed suitable by the City. The evaluation of the value of any collateral offered will be solely at the discretion of the EDA. Personal guarantees may be required from all persons owning twenty (20%) percent or more of, or have a significant financial interest in, a business receiving financing through this program.

C. INTEREST RATES

The interest rate shall be commensurate with the risk involved and shall be determined by the City at the time of funding.

D. TERMS

The term of the loans may vary according to the type of project, use of funds, cash flow needs, etc. The maximum loan terms shall be up to the following: 20 years for real estate and 10 years for items 4-6 in section IV.

E. APPLICATION

Applications are available with the Community Department and will be reviewed upon receipt on a first-come first-served basis.

F. FEES

A non-refundable application fee according to the city's current fee schedule shall be required when the application is submitted. The applicant shall be responsible for all legal, loan closing, filing, recording, and other fees incurred and shall be paid at loan closing.



Economic Development Tools

TIF, TAX ABATEMENT, RLF, SUBSIDY POLICY

Rogers City Council Work Session – June 24, 2025

Connect. Explore. Thrive.



CITY OF ROGERS

BACKGROUND

- Per State Statute, cities and/or EDAs have the ability to provide development related subsidies or loans for business or development related projects.
- Common tools:
 - Tax Increment Financing (TIF)
 - Tax Abatement
 - Revolving Loan Fund
- City adopted Economic Development Strategic Plan identifies the need to update related policies.
- Use of any of the tools are to advance the goals and priorities for the city.



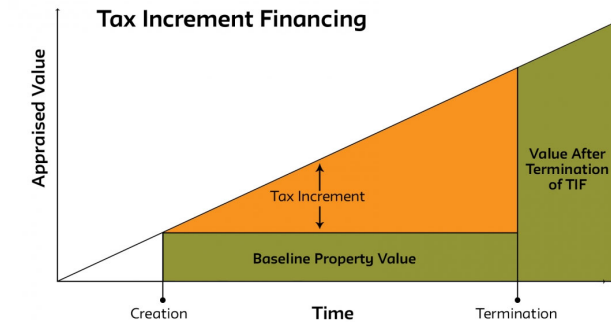
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CITY OF ROGERS

TAX INCREMENT FINANCING

- Commonly used tool used by cities in which the future increase to the tax base for a development site is used to pay for the initial costs of the development.
- Tax benefits from the development are delayed for taxing jurisdictions.
- Must pass a “but-for” test. (would not occur without assistance)



Source: Planning Tank. Tax Increment Financing (TIF) | Public Financing | Types of TIF. <https://planningtank.com/finance/tax-increment-financing-tif-types-tif/> (accessed 2018).

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CITY OF ROGERS

TAX INCREMENT FINANCING

- TIF districts are created based upon different types of what is occurring, with different allowable lengths.
- Different TIF district types:
 - Housing – up to 26 years*
 - Redevelopment – up to 26 years*
 - Economic Development – up to 9 years*
 - Renewal & Renovation – up to 16 years
 - Hazardous Substance – up to 26 years
 - Soil Condition – up to 21 years

* – denotes most common district types

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CITY OF ROGERS

TAX INCREMENT FINANCING

Items which are discussed during TIF negotiations

- Amount/Number of years;
- Percent to note v. pooling

Provisions that increase the security of a city and ensure need

- TIF Notes not issued until project completion;
- 'Pay-go' notes compared to bonding;
- Minimum assessment agreements;
- Consents & claw back provisions;



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CITY OF ROGERS

TAX INCREMENT FINANCING

COMMON MISCONCEPTIONS

- This is just lining the pocket books of developers and making them more wealthy

Cities provide a comprehensive review of the development financials and often time will cap what a developer can receive for their rate of return.

- TIF is using other peoples property taxes to incentivize new development

TIF utilizes a development projects increased value and tax generation – "increment". It DOES NOT pull from other properties to pay for amount given to developers.

- The use of TIF takes away from the existing tax base/creates a new burden.

Existing taxes are frozen in place for the life of the district meaning that the pre-district tax values are still evenly provided to the taxing jurisdictions.



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CITY OF ROGERS

TAX ABATEMENT

- Tax abatement is a tool in which taxing jurisdictions can choose to abate all or a portion of the taxes to promote economic growth.
- Each jurisdiction can choose whether or not they would like to move forward with abating their portion – i.e. cities can only abate the city portion of the taxes.
- Abatement agreements tie to development related costs
- Do not usually last for longer than 20 year periods
- Operate more as a rebate of taxes paid.
- Typically less common than TIF but dependent on development type



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CITY OF ROGERS

COMMON THEMES

- Each development is unique and therefore each TIF/abatement deal is slightly different.
- There is not a precedent set when using TIF or abatement
- Development types guide what could potentially be used.
- Creation of a subsidy policy guides the development community on when it would be considered – not when it would be granted.



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CITY OF ROGERS

REVOLVING LOAN FUNDS

- Cities have the ability (typically through EDA powers) to provide loans to aid in the locations and expansions of businesses within the community.
- Typically have been funded through levy allocations or MIF repayments a community has received.
- Tied to items such as real estate or machinery & equipment purchase
- Interest rates as defined by council – can be 0 or even forgivable
- Most commonly used in high rate environments
- Can be paired with other financing or incentives.



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CITY OF ROGERS

POLICIES DISCUSSION



BUSINESS SUBSIDY POLICY

Adopted: XXXX

City of Rogers
Community Development Department
22350 South Diamond Lake Road
Rogers, MN 55374
763-28-0915



REVOLVING LOAN FUND POLICY

Original Policy Adopted: XXXX

City of Rogers
Community Development Department
22350 S Diamond Lake Road
Rogers, MN 55374
763-428-2253



10



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.8

Subject: Approval of a 2040 Comprehensive Plan Amendment to Clarify the Description of Mixed Use Land Use Guidance

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve Resolution 2025-45 amending the description of Mixed-Use Land Use Districts in the 2040 Comprehensive Plan.

Overview / Background / Analysis

On April 28, 2020, the City of Rogers adopted the 2040 Comprehensive Plan as part of the decennial update process as required by MN State Statute. The comprehensive plan is the guiding document which the city uses to forecast and plan for growth and redevelopment within the community. The comprehensive plan includes chapters related to land use, housing, utilities, transportation, parks, and more. The entirety of the plan can be viewed on the City website at www.rogersmn.gov/2040-comp-plan.

Over the course of the past year or so, city staff have been in discussions with representatives from the Metropolitan Council pertaining to the description of mixed-use districts within the Land Use chapter of the 2040 Comprehensive Plan. The language in question pertains to a sentence under the description of Mixed-Use Districts which reads "Uses in these categories can include a mix of residential, industrial, and commercial uses within the same building (stacked mixed-use) or within the same development (side-by-side mixed-use)". Based upon Metropolitan Council staff interpretation, this sentence and description is viewed that each development that moves forward within a mixed-use guided area should include more than one land use type and no singular use developments. That interpretation is different from city staff and was not the intention for the mixed-use districts.

The proposed language changes for the entire description of Mixed-Use Districts can be seen below via strike through for language deleted and underlined for new language which would be added.

The Mixed-Use Districts provide three land uses that provide for a range of land uses within the same development type. ~~Uses in these categories can include a mix of residential, industrial, and commercial uses within the same building (stacked mixed-use) or within the same development (side-by-side mixed-use).~~ In Mixed-Use Districts, a mix of uses may be (but are not required to be) combined within the same development (side-by-side or same building (stacked uses)). Similar to the residential categories, densities have been established within each of the three

districts to guide household development that meets the needs of the community. The City may consider allowing a higher maximum density per net acre for a proposed development if that development satisfies development policy, community vision and specific housing types identified as a priority by the City.

The proposed amendment is deemed minor in nature and does not require affected jurisdiction review. The proposed language does not impact past or present interpretation of the Comprehensive Plan from a staff perspective as the new language continues to match staff interpretation. Additionally, the proposed change does not influence the different types of uses which are allowed in the different mixed-use districts.

The 2050 Comprehensive Plan process is not expected to be adopted until at least 2028 so this amendment will ensure compliance with the Metropolitan Council for the coming years. This change does not impact the future update as it pertains to land use guidance. However, the information provided through this change will benefit the city to ensure the future update is properly interpreted by both entities.

Planning Commission Review

This item was reviewed, and a public hearing was held at the July 7th Planning Commission Meeting. No individuals spoke at the public hearing. The Commission asked clarifying questions related to the overall timing of the amendment in relation to the upcoming 2050 Comprehensive Plan update. The item was unanimously recommended for approval.

Staff Recommendation

Staff recommends approval of Resolution 2025-45 amending the description of Mixed-Use Land Use Districts in the 2040 Comprehensive Plan.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2025-45 Mixed Use Comp Plan Amendment

**CITY OF ROGERS
RESOLUTION NO. 2025-45**

**A RESOLUTION AMENDING THE DESCRIPTION OF MIXED-USE LAND USE
DISTRICTS IN THE 2040 COMPREHENSIVE PLAN
FOR THE CITY OF ROGERS**

WHEREAS, on April 28, 2020, the City Council approved Resolution No. 2020-33, adopting the 2040 Comprehensive Plan (“2040 Plan”) for the City of Rogers (“City”), its decennial update as required by Minnesota Statute §473.864; and,

WHEREAS, through conversations with the Metropolitan Council staff, it was determined that additional clarification is needed on the description of Mixed-Use Districts. The City of Rogers is proposing the following Comprehensive Plan amendment to the description of Mixed-Use Districts on page 39 of the Chapter 4: Land Use, Mixed Use Districts description:

The Mixed-Use Districts provide three land uses that provide for a range of land uses within the same development type. ~~Uses in these categories can include a mix of residential, industrial, and commercial uses within the same building (stacked mixed-use) or within the same development (side-by-side mixed-use).~~ In Mixed-Use Districts, a mix of uses may be (but are not required to be) combined within the same development (side-by-side or same building (stacked uses)). Similar to the residential categories, densities have been established within each of the three districts to guide household development that meets the needs of the community. The City may consider allowing a higher maximum density per net acre for a proposed development if that development satisfies development policy, community vision and specific housing types identified as a priority by the City.

WHEREAS, the proposed amendments, if approved, would not impact the net density or expected density ranges for the mixed-use land use designations or city; and,

WHEREAS, pursuant to Minnesota Statute §473.858 Subd. 2, the proposed Comprehensive Plan amendment was determined to be minor in nature and does not require adjacent jurisdiction review; and,

WHEREAS, the Planning Commission on July 7, 2025 conducted a public hearing to consider the proposed amendment to the 2040 Plan and public comments, and thereafter submitted its recommendations of approval of the amendment to the City Council; and,

WHEREAS, on July 22, 2025, the City Council received the recommendation from the Planning Commission regarding the proposed amendment to the 2040 Plan, and approved the proposed amendment to the 2040 Plan, pending review and approval by the Metropolitan Council; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the proposed amendment is hereby approved contingent on

Metropolitan Council review and approval and the Community Development Director is hereby directed to submit the proposed amendments to the 2040 Comprehensive Plan to the Metropolitan Council.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 22nd day of July, 2025.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.9

Subject: Items Related to the Asguard Mixed-Use Development

- Approval of Resolution 2025-47 Approving the Amended and Restated Tax Increment Financing Agreement
- Approval of the First Amendment to the Subdivision Agreement

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve Resolution 2025-47 approving the Amended and Restated Tax Increment Financing Agreement for Asguard.

Motion to approve the First Amendment to the Subdivision Agreement for the Asguard development, subject to the final review and approval of the City Attorney.

Overview / Background / Analysis

At the October 22nd, 2024 meeting, the City Council approved a site plan amendment related to the Asguard mixed-use apartment development located at 21225 141st Avenue. The amendments to the site plan included the change from 71 total apartment units to 89 units, the removal of the fitness component of the development, and minor adjustments to the overall site layout and stormwater ponding. The proposed changes also include a shift in the phasing of the development with the mixed-use building now coming before the convenience store (located on the old Broadway site). Via the resolution approving the site plan amendment, it required that amendments to the Subdivision Agreement and TIF Agreement be made prior to the commencement of the project to reflect the changes to the development plan.

Amended and Restated TIF Assistance Agreement

The amended and restated TIF assistance agreement replaces the existing agreement related to the Asguard TIF agreements that were adopted and executed in August 2023. Changes related to this document include: adjusting the timeline and phases to reflect the current development conditions, clarifications on the ownership entities related to the development, adjustment to the structure of the Asguard multifamily development, and an added minimum assessment agreement for the development. The total amount of TIF granted to the project via the TIF note and the number of years of benefit remains the same as what was originally approved.

First Amendment to the Subdivision Agreement

The First Amendment to the Subdivision agreement adjusts the overall development

plan, phasing, and clarifies the ownership entity. The amendment also includes a new Exhibit B, which will include updated numbers for the development based upon the relevant costs today.

Development Timing

With the execution of the above-mentioned documents, the developer seeks to begin grading this summer. Footing and foundations are expected to be constructed in late summer or fall prior to the ground freezing. Construction will occur throughout the winter months with an anticipated mid-to-late 2026 completion. Additionally, staff are working with the developer to expedite the demolition of the former Broadway Pizza (now phase 3 of the development).

Staff Recommendation

Staff recommends approval of Resolution 2025-47 approving the Amended and Restated Tax Increment Financing Agreement. Additionally, staff recommend approval of the First Amendment to the Subdivision Agreement for the Asguard development.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution 2025-47 Asguard Amended and Restated DA
- B. Rogers TIF 17 (Asguard) Assistance Agreement
- C. First Amendment to the Subdivision Agreement (Asguard)

**CITY OF ROGERS
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

RESOLUTION NO. 2025-47

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND
RESTATED TIF ASSISTANCE AGREEMENT (ASGUARD PROJECT)**

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.134, as amended (the “Municipal Development Act”), the City of Rogers, Minnesota (the “City”) has undertaken a program to promote the development and redevelopment of land which is underutilized or characterized by blight within the City, and in connection therewith created Municipal Development District No. 1 (the “Development District”) and adopted a Development Program therefor (the “Development Program”); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended, (the “TIF Act”), the City has created, within the Development District, Tax Increment Financing District No. 17 (a redevelopment district) qualified as a redevelopment tax increment financing district (the “TIF District”) and has adopted a tax increment financing plan therefor (the “TIF Plan”) which provides for the use of tax increment financing in connection with the Project;

WHEREAS, the City has previously approved and executed a TIF Assistance Agreement with Asguard Acquisitions, LLC, a Minnesota limited liability company (the “Original Developer”), dated as of August 21, 2023 (the “Original Agreement”), in connection with the redevelopment of certain real property within the City (the “Development Property”);

WHEREAS, since the execution of the Original Agreement, the parties have engaged in ongoing planning, coordination, and evaluation of the redevelopment project and its development structure, and the Original Developer has requested to make certain modifications and clarifications to the Original Agreement, in accordance with an Amended and Restated TIF Assistance Agreement (the “Amended and Restated TIF Agreement”), between the City, the Original Developer and Asguard Rogers LLC, a Minnesota limited liability company (the “New Developer” and, together with the Original Developer, jointly and severally, the “Developer”) to reflect current circumstances and responsibilities; and

WHEREAS, the Developer proposes to acquire certain property, demolish existing blighted buildings thereon, and construct a mixed-use building with approximately 89 units of market rate rental housing with approximately 6,615 square feet of commercial space, an approximately 8,900 square foot restaurant, and a retail space or convenience store, with related parking and infrastructure, all as shown on the Site Plan, in the TIF District (the “Development”); and

WHEREAS, in furtherance of the Development, the parties now wish to add the New Developer, a subsidiary of the Original Developer, as a party to the Agreement, and to designate

New Developer as the acting developer of a portion of the Development consisting of the demolition of the existing blighted buildings in the TIF District, and construction of a mixed-use building with approximately 89 units of market rate rental housing and approximately 6,615 square feet of commercial space on the Development Property (the “Project”), with the Original Developer retaining certain obligations and responsibilities, jointly and severally, under the Amended and Restated TIF Agreement; and

WHEREAS, the Amended and Restated TIF Agreement has been prepared and presented to the City Council for its consideration; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rogers, Minnesota (the “City Council”), as follows:

Section 1. Approval of Amended and Restated TIF Agreement.

1.01. The City Council hereby approves the Amended and Restated TIF Agreement in substantially the form presented to the City Council, together with any related documents necessary in connection therewith, including but not limited to any documents, exhibits, certifications or consents referenced in or attached to the Amended and Restated TIF Agreement including without limitation the TIF Note (as defined in the Amended and Restated TIF Agreement) and consents to collateral assignments necessary to secure financing for the Project (collectively, the “Development Documents”), and hereby authorizes the Mayor and City Administrator to negotiate the final terms thereof and, in their discretion and at such time, if any, as they may deem appropriate, to execute the same on behalf of the City, and to carry out, on behalf of the City, the City’s obligations thereunder.

1.02. The approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein.

1.03. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act in their behalf. Upon execution and delivery of the Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Development Documents, including without limitation the issuance of the TIF Note thereunder, when all conditions precedent thereto have been satisfied.

1.04. The City Council hereby determines that the execution and performance of the Development Documents will help realize the public purposes of the Act.

Adopted this 22nd day of July, 2025.

Mayor

ATTEST:

City Clerk

AMENDED AND RESTATED TIF ASSISTANCE AGREEMENT
BETWEEN

CITY OF ROGERS, MINNESOTA

AND

ASGUARD ACQUISITIONS, LLC

AND

ASGUARD ROGERS LLC

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AMENDED AND RESTATED TIF ASSISTANCE AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2025, by and between the City of Rogers, Minnesota (the “City”), a municipal corporation and political subdivision under the laws of the State of Minnesota, Asguard Acquisitions, LLC, a Minnesota limited liability company (the “Original Developer”) and Asguard Rogers LLC, a Minnesota limited liability company (the “New Developer” and together with the Original Developer, jointly and severally, the “Developer”) amends and restates, in its entirety, that certain TIF Assistance Agreement dated as of August 21, 2023, between the City and the Original Developer (the “Original Agreement”); and

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.134, as amended (the “Municipal Development Act”), the City has undertaken a program to promote the development and redevelopment of land which is underutilized or characterized by blight within the City, and in connection therewith created the Municipal Development District No. 1 (the “Development District”) and adopted a Development Program therefor (the “Development Program”); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended, (the “TIF Act”), the City has created, within the Development District, Tax Increment Financing District No. 17 (a redevelopment district), qualified as a redevelopment tax increment financing district (the “TIF District”), the legal description of which is attached hereto as **Exhibit A**, and has adopted a tax increment financing plan therefor approved by the City Council of the City on July 26, 2022 (the “TIF Plan”), which provides for the use of tax increment financing in connection with certain development within the Development District and TIF District; and

WHEREAS, the Developer has requested that the City use tax increment financing to assist the Developer with certain costs thereof in order to fill the gap between the Total Development Costs (as hereinafter defined) and the funds available to pay such costs;

WHEREAS, the Original Developer and the City previously executed the Original Agreement set forth the terms and conditions under which the City agreed to provide tax increment financing assistance to support the redevelopment project described therein;

WHEREAS, since the execution of the Original Agreement, the parties have engaged in ongoing planning, coordination, and evaluation of the redevelopment project and its development structure, and the Original Developer has requested to make certain modifications and clarifications to the Original Agreement, in accordance with this amended and restated Agreement, to reflect current circumstances and responsibilities; and

WHEREAS, the Developer proposes to acquire certain property, demolish existing blighted buildings thereon, and construct a mixed-use building with approximately 89 units of market rate rental housing with approximately 6,615 square feet of commercial space, an

approximately 8,900 square foot restaurant, and a retail space or convenience store, with related parking and infrastructure, all as shown on the Site Plan, in the TIF District (the “Development”); and

WHEREAS, in furtherance of the Development, the parties now wish to add the New Developer, a subsidiary of the Original Developer, as a party to the Agreement, and to designate New Developer as the acting developer of a portion of the Development referred to herein as the Project, with the Original Developer retaining certain obligations and responsibilities, jointly and severally, under the Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Administrative Costs has the meaning set forth in Section 3.3;

Agreement means this Amended and Restated TIF Assistance Agreement, as the same may be from time to time modified, amended or supplemented;

Architect means the architecture firm retained by Developer, as the architect for the Project;

Assessment Agreement means the agreement, in substantially the form of the agreement contained in **Exhibit G** attached hereto and made a part of this Agreement, between the New Developer and the City and including the attached certification by the assessor for the County, entered into pursuant to Article III of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value of the Development Property for calculation of real property taxes as determined by the assessor for the County as of January 2, 2027 and as further set forth in the Assessment Agreement;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Business Subsidy Act means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended;

Certificate of Completion means a Certificate of Completion with respect to the Project executed by the City pursuant to Section 3.7;

City means the City of Rogers, Minnesota;

Completion Date means the date on which the Certificate of Completion with respect to the Project is executed by the City pursuant to Section 3.7;

Construction Costs means the capital costs of the construction of the Project, including the costs of labor and materials; construction management and supervision expenses; insurance and payment or performance bond premiums; architectural and engineering fees and expenses; property taxes; usual and customary fees or costs payable to the City or any other public body with regulatory authority over construction of the Project (e.g. building permits and inspection fees); the developer fee; and all other costs chargeable to the capital account of the Project under generally accepted accounting principles;

Construction Documents means the following documents, all of which shall be in form and substance reasonably acceptable to the City: (a) evidence satisfactory to the City showing that the

Project conforms to applicable zoning, subdivision and building code laws and ordinances, including a copy of the building permit for the Project; (b) a copy of the executed standard form of agreement between owner and architect for architectural services for the Project, if any; and (c) a copy of the executed General Contractor's contract for the Project, if any;

Construction Plans means the plans, specifications, drawings and related documents for the construction of the Project, which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City;

County means Hennepin County, Minnesota;

Developer means collectively and jointly and severally, Asguard Acquisitions, LLC, a Minnesota limited liability company, and its authorized successors and assigns and Asguard Rogers LLC, a Minnesota limited liability company, and its authorized successors and assigns;

Design Drawings means the floor plans, renderings, elevations and material specifications for the Project prepared by the Architect;

Development means the demolition of existing blighted buildings in the TIF District, and construction of a mixed-use building with approximately 89 units of market rate rental housing with approximately 6,615 square feet of commercial space, an approximately 8,900 square foot restaurant, and a retail space or convenience store, with related parking and infrastructure, all as shown on the Site Plan;

Development Property means the real property legally described in **Exhibit B** attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Final Payment Date means the earliest of (i) the date on which the entire principal and accrued interest on the TIF Note have been paid in full; or (ii) February 1, 2043; or (iii) any earlier date this Agreement or the TIF Note is terminated or cancelled in accordance with the terms hereof or deemed paid in full; or (iv) the February 1 following the date the TIF District is terminated in accordance with the TIF Act;

General Contractor means Nottingham Construction, LLC, a Minnesota limited liability company, as the general contractor for the Project;

New Developer means Asguard Rogers LLC, a Minnesota limited liability company, and its authorized successors and assigns;

Original Agreement means that certain TIF Assistance Agreement dated as of August 21, 2023, between the City and the Original Developer, all as amended, restated and superseded by this Agreement;

Original Developer means Asguard Acquisitions, LLC, a Minnesota limited liability company, and its authorized successors and assigns;

Payment Date means August 1, 2027 and each February 1 and August 1 thereafter to and including the Final Payment Date; provided, that if any such Payment Date should not be a Business Day, the Payment Date shall be the next succeeding Business Day;

Pledged Tax Increments means for any six month period, 90% of the Tax Increments received by the City since the previous Payment Date;

Project means the demolition of the existing blighted buildings in the TIF District, and construction of a mixed-use building with approximately 89 units of market rate rental housing and approximately 6,615 square feet of commercial space on the Development Property. For clarity, the term Project refers to a component of the overall Development;

Public Development Costs means the costs of the Project identified on **Exhibit C** attached hereto and any other cost incurred by the Developer, or its assigns, that the City determines is eligible for reimbursement with Pledged Tax Increments;

Reimbursement Amount means the lesser of (i) \$2,450,000 or (ii) the Public Development Costs actually incurred and paid by the Developer;

Site Plan means the site plan prepared for the TIF District approved by the City;

State means the State of Minnesota;

Tax Increments means the tax increments derived from the Development Property and the improvements thereon which have been received and are permitted to be retained by the City in accordance with the TIF Act including, without limitation, Minnesota Statutes, Section 469.177; 469.176, Subd. 4h; and 469.175, Subd. 1a, as the same may be amended from time to time;

Termination Date means the Final Payment Date;

TIF Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

TIF District means Tax Increment Financing District No. 17 (a redevelopment district) consisting of the property legally described in **Exhibit A** attached hereto, which was established as a redevelopment district under the TIF Act;

TIF Note means the Taxable Tax Increment Revenue Note (Asguard Redevelopment Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a form of which is attached hereto as **Exhibit D**;

TIF Plan means the tax increment financing plan approved for the TIF District;

Total Development Costs means all Construction Costs and any other costs of the development of the Project to be incurred by the Developer as set forth in **Exhibit F**; and

Unavoidable Delays means delays, outside the control of the party claiming their occurrence, which are the direct result of strikes, lockouts or other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Project, litigation commenced by third

parties which, by injunction or other similar judicial action, directly results in delays, acts of any federal, state or local governmental unit (other than the City in exercising its rights under this Agreement) which directly result in delays, war, invasion, rebellion, revolution, insurrection, riots or civil war, or unavailability or shortage of supply of construction materials or construction labor, other than by reason of non-payment of costs of the same.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City has taken the actions necessary to establish the TIF District as a “redevelopment district” within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program and the TIF Plan.

(4) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property will be suitable for the Developer’s purposes or needs.

Section 2.2. Representations and Warranties of the Original Developer. The Original Developer makes the following representations and warranties:

(1) The Original Developer is a Minnesota limited liability company duly and validly organized and existing in good standing under the laws of the State, and has power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of any provision of the laws of the State.

(2) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Original Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Original Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The Original Developer understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the City has informed the Original Developer that development of the Development Property will not be favored over the development of other properties.

(5) To the Original Developer's knowledge, no member of the City Council, or other officer of the City, has either a direct or indirect financial interest in this Agreement, nor will any member of the City Council, or other officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

(6) The Original Developer acknowledges and agrees that the Original Developer and the New Developer shall be jointly and severally liable for all obligations of Developer under this Agreement unless otherwise expressly stated.

Section 2.3. Representations and Warranties of the New Developer. The New Developer makes the following representations and warranties:

(1) The New Developer is a Minnesota limited liability company duly and validly organized and existing in good standing under the laws of the State, and has power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of any provision of the laws of the State.

(2) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the New Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The New Developer understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the City has informed the New Developer that development of the Development Property will not be favored over the development of other properties.

(5) To the New Developer's knowledge, no member of the City Council, or other officer of the City, has either a direct or indirect financial interest in this Agreement, nor will any member of the City Council, or other officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

(6) The New Developer acknowledges and agrees that the Original Developer and the New Developer shall be jointly and severally liable for all obligations of Developer under this Agreement unless otherwise expressly stated.

(7) The New Developer hereby acknowledges receipt of a copy of the Agreement and agrees to assume, perform, and be bound by all of the rights, duties, and obligations of Developer under the Agreement, to the extent such obligations have not already been fully performed by the Original Developer.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Total Development Costs and Public Costs.

(1) Based on the Developer's representation that the Total Development Costs for the Project are approximately \$26,000,000, that the sources of revenue available to pay such costs, excluding the tax increment assistance contemplated herein, do not exceed \$23,550,000, and that the Developer is unable to obtain additional private financing or investment for the estimated Total Development Costs, the City has agreed to provide tax increment financing subject to the terms and conditions as hereinafter set forth.

(2) The parties agree that the Public Development Costs to be incurred by the Developer are essential to the successful completion of the Project. The Developer anticipates that the Public Development Costs for the Project which are identified on **Exhibit C** attached hereto will be at least \$2,450,000.

(3) As of January 2, 2027, for taxes payable in 2028, the estimated market value of the Development Property, as improved, is expected to be approximately \$20,180,000. The estimated market value of the Development Property as of January 2, 2026, for taxes payable in 2027, is expected to be approximately \$8,867,943. The assessed value of the Development Property for all other years shall be at least the amount listed in the Minimum Assessment Agreement, which is attached hereto as **Exhibit G**.

(4) The Developer has acquired or will acquire fee title to the Development Property, and will cause the Project to be constructed in accordance with the terms of this Agreement, and all local, state and federal laws and regulations including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations. The City acknowledges that an affiliate of the Developer, Rogers Pizza, LLC ("Affiliate"), is the fee owner of that part of the property in the TIF District legally described as Lot 3, Block 1, Asguard Addition, Hennepin County, Minnesota (the "RP Parcel") and that portion of the TIF District legally described as Lot 1, Block 1, Asguard Addition, Hennepin County, Minnesota, currently owned by Affiliate, will be transferred to an affiliated special purpose entity and developed into a retail space or convenience store as part of the Development in accordance with a site plan approved by the City.

(5) The Developer shall, in a timely manner, comply with all requirements necessary to obtain, or cause to be obtained, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the construction and operation of the Project.

(6) The Total Development Costs shall be paid by the Developer, and the City shall reimburse the Developer for the Public Development Costs in the Reimbursement Amount solely through the issuance of the TIF Note as provided herein.

Section 3.2. TIF Note.

(1) The TIF Note will be originally issued to the New Developer, as provided in Section 3.2(2), in a principal amount equal to the Reimbursement Amount, and shall be dated as of its date of issuance. The principal of the TIF Note and interest thereon shall be payable on a pay-as-you-go basis solely from the Pledged Tax Increments as provided below.

(2) The TIF Note shall be issued, in substantially the form attached hereto as **Exhibit D** and interest will commence to accrue on the TIF Note only when: (A) the Developer shall have submitted paid invoices or other written proof and documentation as may be reasonably satisfactory to the City of the exact nature and amount of the Public Development Costs incurred by the Developer, together with such other information or documentation as may be reasonably necessary and satisfactory to the City to enable the City to substantiate the New Developer's tax increment expenditures for Public Development Costs in accordance with **Exhibit C** and/or to comply with its tax increment reporting obligations to the Commissioner of Revenue, the Office of the State Auditor or other applicable official; (B) the New Developer shall have obtained from the City a certificate of occupancy for all residential units in the Project and a Certificate of Completion as provided in this Agreement; (C) the New Developer shall have paid all of the City's Administrative Costs required to have been paid as of such date in accordance with Section 3.3 hereof; (D) the Developer shall be in material compliance with each term or provision of this Agreement required to have been satisfied as of such date; and (E) the City shall have received evidence that the Assessment Agreement has been recorded against the Development Property. The documentation provided in accordance with Section 3.2(2)(A) shall include specific invoices for the particular work from the contractor or other provider and shall include paid invoices, copies of remittances and/or other suitable documentary proofs of the Developer's payment thereof.

(3) Subject to the provisions thereof, the TIF Note shall bear simple, non-compounding interest at the rate of 6.625% per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Principal and interest on the TIF Note will be payable on each Payment Date; however, the sole source of funds required to be used for payment of the City's obligations under this Section and correspondingly under the TIF Note shall be the Pledged Tax Increments received in the 6-month period preceding each Payment Date.

(4) On each Payment Date the Pledged Tax Increment shall be credited against the accrued interest then due on the TIF Note and then applied to reduce the principal. In the event the Pledged Tax Increments are not sufficient to pay the accrued interest, the unpaid accrued interest shall be carried forward without interest. All Tax Increments in excess of the Pledged Tax Increments necessary to pay the principal and accrued interest on the TIF Note are not subject to this Agreement, and the City retains full discretion as to any authorized application thereof. To the extent that the Pledged Tax Increments are insufficient through the Final Payment Date, to pay all amounts otherwise due on the TIF Note, said unpaid amounts shall then cease to be any debt or obligation of the City whatsoever.

(5) No interest will accrue during any period in which payments have been suspended pursuant to Section 4.2.

(6) Any interest accruing on Pledged Tax Increments held by the City pending payment to the New Developer on the TIF Note shall accrue to the account of the TIF District.

(7) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Pledged Tax Increments shall be used to pay the principal of and interest on the TIF Note.

(8) The City's obligation to make payments on the TIF Note on any Payment Date is subject to adjustment as set forth in Section 3.11(2) and shall be conditioned upon the requirement that (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement that has not been cured during the applicable cure period, (B) this Agreement shall not have been terminated pursuant to Section 4.2, and (C) all conditions set forth in Section 3.2(2) have been satisfied as of such date.

(9) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as actually executed, in substantially the form set forth in **Exhibit D**. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note is pursuant and subject to the terms of this Agreement.

(10) In accordance with Section 469.1763, Subdivision 3 of the TIF Act, the Public Development Costs to be reimbursed by the TIF Note must be incurred and paid within 5 years after the date of certification of the TIF District by the County. If such condition is not satisfied by such date, the City has no further obligations under this Section 3.2.

Section 3.3. Developer to Pay City's Fees and Expenses. The Developer will pay all of the City's reasonable Administrative Costs (as defined below) and must pay such costs to the City within 30 days after receipt of a written invoice from the City describing the amount and nature of the costs to be reimbursed. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the City, including without limitation legal, financial advisor, and other consultant costs of the City, all attributable to or incurred in connection with the establishment of the TIF District and adoption of TIF Plan and the review, negotiation and preparation of this Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and the review and approvals of other documents and agreements in connection with the Project or in connection with any amendments to any of the foregoing. In addition, certain engineering, environmental advisor, legal, land use, zoning, subdivision and other costs related to the development of the Development Property are required to be paid, or additional funds deposited in escrow, as provided in accordance with the City's planning, zoning, and building fee schedules. The parties acknowledge that the Developer deposited with the City \$20,000.00 toward payment of the City's Administrative Costs. If such costs exceed such amount, then at any time, but not more often than monthly, the City will deliver written notice to Developer setting forth any additional fees and expenses, together with suitable billings, receipts or other evidence of the amount and nature of the fees and expenses, and Developer agrees to pay all fees and expenses within 30 days of City's written request. Any unused amount of such deposit shall be returned to the Developer.

Section 3.4. Compliance with Environmental Requirements.

(1) The Developer shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(2) The City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 961-9657, as amended) (collectively, the “Hazardous Substances”).

(3) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

Section 3.5. Construction Plans.

(1) Prior to the commencement of construction of the Project, the Developer shall deliver to the City the Construction Plans, Construction Documents and a sworn construction cost statement certified by the Developer and the General Contractor (the “Sworn Construction Cost Statement”) all in form and substance reasonably acceptable to the City. The Construction Plans for the Project shall be consistent with the Development Program, this Agreement, and all applicable State and local laws and regulations, and the Site Plan and Design Drawings submitted to the City and shall provide for design, quality, materials and building finishes of the finished Project to be substantially similar to those which were presented to the City in connection with the Developer’s request for tax increment financing assistance. The City Administrator, or designee, on behalf of the City shall promptly review any Construction Plans upon submission and deliver to the Developer a written statement approving the Construction Plans or a written statement rejecting the Construction Plans and specifying the deficiencies in the Construction Plans. The City Administrator, or designee, on behalf of the City will approve the Construction Plans for purposes of this Agreement only if: (i) the Construction Plans substantially conform to the terms and conditions of this Agreement; (ii) the Construction Plans are consistent with the goals and objectives of the Development Program and the TIF Plan; (iii) the Construction Plans comply with the Site Plan and Design Drawings; (iv) the Construction Plans do not violate any applicable federal, State or local laws, ordinances, rules or regulations; and (v) the Construction Plans provided to the City are complete and final and meet all requirements necessary for the City to issue a building permit. If the Construction Plans are not approved by the City, then the Developer shall make such changes as the City may reasonably require and resubmit the Construction Plans to the City for approval as provided herein with respect to the original plans, which will not be unreasonably withheld, conditioned or delayed.

(2) No changes shall be made to the Construction Plans for the Project without the City's prior written approval, unless the aggregate of such changes does not increase or decrease the Total Development Costs by more than 10%. No changes which materially alter (a) the Project's site plan, (b) exterior appearance, (c) construction quality, or (d) exterior materials included in the final Design Drawings and Construction Plans shall be made without the City's prior written consent. The approval of the City will not be unreasonably withheld, conditioned or delayed.

(3) The approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the City does not constitute a representation or warranty by the City that the Construction Plans or the Project comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Project will meet the qualifications for issuance of a certificate of occupancy, or that the Project will meet the requirements of the Developer or any other users of the Project. Approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the City will not constitute a waiver of an Event of Default or of any State or City building or other code requirements that may apply. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Construction Plans from any City department and does not relieve the Developer of the obligation to comply with applicable federal, State and local laws, ordinances, rules and regulations, or to construct the Project in accordance therewith.

Section 3.6. Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer has commenced construction of the Development, will commence construction of the Project by September 15, 2025, and shall substantially complete the Project by December 31, 2026. The City acknowledges that the Project is the second stage of the Development and that Developer started the Development on the RP Parcel, which is now complete. Notwithstanding the foregoing, failure of the Developer to commence construction or substantially complete the Project shall not be an Event of Default hereunder unless the Developer fails to commence construction of the Development by December 31, 2025, the Developer fails to commence construction of the Project by May 31, 2027 or the Developer fails to obtain a certificate of occupancy for the Project by December 31, 2027. The Project will be constructed by the Developer on the Development Property in conformity with the Construction Plans approved by the City. Prior to completion, upon the request of the City, and subject to applicable safety rules, the Developer will provide the City reasonable access to the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction, marketing and rentals of the Project, the Developer will deliver progress reports to the City from time to time as reasonably requested by the City.

Section 3.7. Certificate of Completion. The Developer shall notify the City in writing when construction of the Project has been substantially completed (the "Completion Notice"). The City shall inspect the Project in order to determine whether the Project has been constructed in substantial conformity with the approved Construction Plans and this Agreement. If the City determines that the Project has not been constructed in substantial conformity with the approved Construction Plans and this Agreement, the City shall deliver a written statement to the Developer within 60 days of the Completion Notice indicating in adequate detail the specific respects in which the Project has not been constructed in substantial conformity with the approved Construction Plans and this Agreement and Developer shall have a reasonable period of time to remedy such

deficiencies. The City shall re-inspect the Project within a reasonable period of time after receiving notice that such deficiencies have been remedied in order to determine whether the Project has been constructed in substantial conformity with the approved Construction Plans and this Agreement. Within a reasonable period of time after determining that the Project has been constructed in substantial conformity with the approved Construction Plans and this Agreement, but in no event more than 60 days the City will furnish to the Developer a Certificate of Completion substantially in the form attached hereto as **Exhibit E** certifying the completion of the Project. The Certificate of Completion issued for the Project shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement solely with respect to construction of the Project. The Certificate of Completion does not release (i) any other obligations of the Developer under this Agreement, or (ii) the obligations of the Developer under the Minimum Assessment Agreement. The issuance of a Certificate of Completion under this Agreement shall not be construed to relieve the Developer of any approval required by any City department in connection with the construction, completion or occupancy of the Project nor shall it relieve the Developer of any other obligations under this Agreement.

Section 3.8. Encumbrance of the Development Property. Until the Final Payment Date, without the prior written consent of the City, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property except for the purpose of obtaining funds only to the extent necessary to finance or refinance the costs of the acquisition and construction and construction of the Project (including, but not limited to, land and building acquisition, labor and materials, professional fees, development fees, real estate taxes, reasonably required reserves, construction interest, organization and other direct and indirect costs of development and financing, costs of constructing the Project, and an allowance for contingencies) including without limitation regulatory agreements and land use restriction agreements in connection with such financings; provided, however, this provision shall not be considered a waiver of the requirements of Section 5.3 with respect to any Transfer of the TIF Note in connection with any such financing or refinancing nor shall anything contained in this Section prohibit the Developer from making transfers in accordance with Section 5.3. The City hereby consents to any mortgages securing the Developer's financing or refinancing of the costs of the acquisition and construction of the Project and to the succession of the mortgagee thereunder (or any assignee of the mortgagee) or any purchasers at or after foreclosure thereof, by the successful bidder at the sale, to title to the Development Property; provided, however, this provision shall not be considered a waiver of the requirements of Section 5.3 with respect to any Transfer of the TIF Note in connection with any such mortgage.

Section 3.9. Business Subsidy Act. The assistance outlined in this Agreement constitutes a "business subsidy" (the "Business Subsidy") under Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the "Business Subsidy Act") and this Agreement constitutes a "business subsidy agreement" as required by the Business Subsidy Act. The Developer acknowledges and agrees that the amount of the Business Subsidy granted to the Developer under this Agreement is the Reimbursement Amount and that the Business Subsidy is needed because demolition and redevelopment costs are higher than for new development and construction of the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The City has determined that the public purposes of the Project include developing rental housing

and commercial facilities, redeveloping blighted or underutilized property, increasing housing units in the City, increasing the tax base in the City and State, and stimulating construction and construction jobs. Following a public hearing on July 26, 2022, the City Council has determined that creation or retention of jobs is not a goal of the Project and consequently set the wage and job goals (the “Goals”) hereunder at zero.

(b) Because the Goals are set at zero, the Developer is not subject to the prepayment provisions of the Business Subsidy Law.

(c) To the extent required by the Minnesota Department of Employment and Economic Development, within 30 days of a request from the City, the Developer agrees to (i) report its progress on achieving the Goals to the City until the later of the date the Goals are met or two years from the date of the certificate of occupancy for the Project (the “Benefit Date”), (ii) include in the report the information required in Section 116J.994, Subdivision 7 of the Business Subsidies Act on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the City; provided, however, that such reporting obligations will not affect the terms of this Agreement which set the Goals at zero or effect any obligation for Developer to meet any greater Goals than those contemplated herein.

(d) The Developer or its permitted assignee agrees to continue operations of the Project for at least 5 years after the Benefit Date.

(e) Other than the assistance provided in this Agreement there are no other state or local government agencies providing financial assistance for the Project and the Developer has no parent corporation.

Section 3.10. Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the Project through reimbursement of Public Development Costs. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement, to pay before delinquency all real estate taxes assessed against the Development Property and the Project. The Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Termination Date to sue the Developer or its successors and assigns, to collect delinquent real estate taxes related to the Development Property and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the City is the prevailing party, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 3.11. Insurance. The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request of the City, furnish the City with proof of payment of premiums on insurance of amounts and coverages normally obtained for properties similar to the Project.

Section 3.12. Review of Taxes.

(1) The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct

damaged or destroyed property. The Developer also agrees that it will not, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law.

(2) The Developer shall notify the City within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a “Tax Appeal”). If as of any Payment Date, any Tax Appeal is then pending, the City will withhold the Pledged Tax Increment related to property taxes paid with respect to the market value of the Development Property being challenged as part of the Tax Appeal as determined by the City in its sole discretion. The City will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of Pledged Tax Increment, as applicable, attributable to the disputed tax payments is finalized.

Section 3.13. Execution of Assessment Agreement.

(1) The Developer and the City shall execute the Assessment Agreement relating to the Project pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor’s Minimum Market Value for calculation of real property taxes. Specifically, the Developer shall agree to a market value in the amount of \$20,180,000 as of January 2, 2027. Nothing in the Assessment Agreement or this Agreement limits the discretion of the assessor for the County to assign a market value to the property in excess of such Assessor’s Minimum Market Value nor prohibits the Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such market value for property tax purposes, provided however, the Developer shall not seek a reduction of such market value below the Assessor’s Minimum Market Value for any year so long as the Assessment Agreement remains in effect for that year.

(2) The Assessment Agreement shall remain in effect until the earlier of (i) January 31, 2041, (ii) the date on which the TIF District expires or is otherwise terminated, or (iii) the date the TIF Note is fully paid, defeased or terminated in accordance with its terms. The Assessment Agreement shall be certified by the City Assessor as provided in Minnesota Statutes, Section 469.177, Subdivision 8, upon a finding by the assessor of the County that the Assessor’s Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed for record in the office of the county recorder or registrar of titles of the County prior to any lien on the Development Property, including any mortgage, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property, whether voluntary or involuntary, and such Assessment Agreements shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage.

(3) The Assessment Agreement shall be executed and delivered by the Developer to the City simultaneously with the execution and delivery of this Agreement and filed, at the sole cost of the Developer, against the Development Property prior to any lien or encumbrance on the

Development Property, including any mortgage, and recording the Assessment Agreement shall be a condition to the issuance of the TIF Note.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Development Property.

(2) Subject to Unavoidable Delays, failure by the Developer to commence construction of the Project by December 31, 2025, or to proceed with due diligence to substantially complete the construction of the Project pursuant to the terms, conditions and limitations of this Agreement and obtain a Certificate of Completion from the City by July 31, 2027.

(3) Failure of the Developer to observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or if any certification, representation, or warranty by the Developer to the City is untrue or misrepresented.

(4) If, prior to the Completion Date, the Developer shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 90 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Notwithstanding anything to the contrary set forth in this Agreement the lenders providing construction or permanent financing for the Project shall have the right, but not the obligation, to cure an Event of Default during the cure period provided for the Developer.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of 30 days’ written notice to the Developer, but only if the Event of Default has not been cured within said 30 days; provided that if such Event of Default cannot be reasonably cured within the 30 day period, and the Developer has provided assurances reasonably satisfactory to the City that it is proceeding with due diligence to cure such default,

such 30 day cure period shall be extended for a period deemed reasonably necessary by the City to effect the cure, but in any event not to exceed 180 days:

(1) The City may suspend its performance under this Agreement and the TIF Note until such default is cured, or the City determines it has received adequate assurances from the Developer, that the Developer will cure its default and continue its performance under this Agreement. Interest on the TIF Note shall not accrue during the period of any suspension of payment.

(2) The City may terminate this Agreement and/or cancel the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Notwithstanding anything to the contrary set forth in this Agreement the lenders providing construction or permanent financing for the Project shall have the right, but not the obligation, to cure an Event of Default during the cure period provided for the Developer.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, and their governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, or any other loss, cost expense, or penalty, except to the extent caused by any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its

behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

Section 4.6. Reimbursement of Attorneys' Fees. If an Event of Default referred to in Section 4.1 occurs, and the City shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will within 30 days reimburse the City for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a housing and commercial property mixed-use development in accordance with this Agreement until the Termination Date.

Section 5.2. Reports. The Developer shall provide the City reports in a timely manner with such information about the Project as the City may reasonably request for purposes of satisfying any reporting requirements imposed by law on the City.

Section 5.3. Limitations on Transfer and Assignment.

(1) Except as provided in Sections 3.8, and 5.3(4), the Developer will not sell, assign, convey, lease or transfer in any other mode or manner (collectively, "Transfer") this Agreement, the TIF Note, or the Development Property or the Project, or any interest therein, without the express written approval of the City, which consent will not be unreasonably withheld, conditioned or delayed. The City shall, within 30 Business Days after such a written request for approval of a Transfer, deliver a written statement to the Developer indicating whether the Transfer is approved or specifying the additional conditions to be satisfied in accordance with Section 5.3(2). The provisions of this Section 5.3 apply to all subsequent Transfers by authorized transferees;

(2) When applicable, the City shall be entitled to require, as conditions to any approval of any Transfer of this Agreement, the Development Property, the Project, or the TIF Note in connection therewith, which approval will not be unreasonably withheld, conditioned or delayed, that:

(a) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer;

(b) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City have expressly assumed any of the remaining obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject;

(c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer, and if approved by City, its approval shall be indicated to the Developer in writing;

(d) Any proposed transferee of the TIF Note shall (i) execute and deliver to the City the Acknowledgment Regarding TIF Note in the form included in **Exhibit 2** to the TIF Note and (ii) surrender the TIF Note to the City either in exchange for a new fully registered

note or for transfer of the TIF Note on the registration records for the TIF Note maintained by the City;

(e) The Developer and its transferees shall comply with such other conditions as are necessary in order to achieve and safeguard the purposes of the Act, the TIF Act and this Agreement; and

(f) In the absence of a specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

(3) The Developer agrees to pay all reasonable legal fees and expenses of the City, including fees of the City Attorney's office and outside counsel retained by the City to review the documents submitted to the City in connection with any Transfer.

(4) Nothing contained in this Section shall prohibit the Developer from (i) entering into leases with tenants in the ordinary course of business, or (ii) entering into easements or other agreements necessary for the construction or operation of the Project.

Section 5.4. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.5. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer is addressed to or delivered personally to:

Asguard Acquisitions, LLC
7535 River Road NE
Otsego, MN 55330
Attn: Casey Darkenwald

(b) in the case of the City is addressed to or delivered personally to the City at:
City of Rogers, Minnesota
22350 South Diamond Lake Road
Rogers, Minnesota 55374
Attn: City Administrator

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.7. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.9. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.10. Term; Termination. Unless this Agreement is terminated earlier in accordance with its terms this Agreement shall terminate on the Termination Date. After the Termination Date, if requested by the Developer, the City will provide a termination certificate as to the Developer's obligations hereunder.

Section 5.11. Provisions Surviving Rescission, Expiration or Termination. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.12. Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the Development Property, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property, including without limitation, the Original Agreement.

Section 5.13. Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

Section 5.14. Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Developer agrees that all legal actions initiated by the Developer or City with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of

Minnesota, Hennepin County, District Court and shall not be removed therefrom to any other federal or state court.

Section 5.15. Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any party and no interpretation shall be affected by which party drafted any part of this Agreement. By executing this Agreement, the parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF ROGERS, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

This is a signature page to the Amended and Restated TIF Assistance Agreement.

ASGUARD ACQUISITIONS, LLC, a Minnesota
limited liability company

By: _____
Name: Casey Darkenwald
Its: Manager

This is a signature page to the Amended and Restated TIF Assistance Agreement.

ASGUARD ROGERS, LLC, a Minnesota limited liability company

By: _____
Name: Michael Mergens
Its: Co-Manager

By: _____
Name: Greg Johnson
Its: Co-Manager

This is a signature page to the Amended and Restated TIF Assistance Agreement.

EXHIBIT A

DESCRIPTION OF TIF DISTRICT

The area encompassed by the TIF District shall include the property described below and all adjacent or internal roads and all street or utility rights-of-way.

Lots 1, 2, and 3, Block 1, Asguard Addition, Hennepin County, Minnesota.

(Torrens Property)

EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

A portion of the property located in the TIF District on which the Project will be constructed and legally described as:

Lot 2, Block 1, Asguard Addition, Hennepin County, Minnesota,.

(Torrens Property)

EXHIBIT C

PUBLIC DEVELOPMENT COSTS

Land acquisition

Site grading and improvements

Underground and above ground utilities

Parking

All costs eligible for reimbursement under the TIF Act

EXHIBIT D

FORM OF TAXABLE TIF NOTE

No. R-1

[\$2,450,000]

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY ROGERS, MINNESOTA
TAXABLE TAX INCREMENT REVENUE NOTE
(ASGUARD REDEVELOPMENT PROJECT)

_____, 20____

The City of Rogers, Minnesota (the “City”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to Asguard Rogers, LLC, a Minnesota limited liability company or its registered assigns (the “Registered Owner”), the principal amount of [**Two Million Four Hundred Fifty Thousand and 00/100 Dollars (\$2,450,000)**], but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

This Note is issued pursuant to that certain Amended and Restated TIF Assistance Agreement, dated as of July __, 2025, as the same may be amended from time to time (the “TIF Assistance Agreement”), by and between the City and Asguard Acquisitions, LLC (the “Original Developer”) and Asguard Rogers, LLC, a Minnesota limited liability company (the “New Developer” and, together with the Original Developer, the “Developer”). Unless otherwise defined herein or unless context requires otherwise, undefined terms used herein shall have the meanings set forth in the TIF Assistance Agreement.

The outstanding and unpaid principal amounts of this Note shall bear simple, non-compounding interest at the rate of 6.625% per annum, provided that no interest shall accrue on this Note during any period that an Event of Default has occurred, and such Event of Default is continuing, under the TIF Assistance Agreement and City has exercised its remedy under the TIF Assistance Agreement to suspend payment on the Note. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The amounts due under this Note shall be payable on August 1, 2027 and on each February 1 and August 1 thereafter to and including the earliest of (i) the date on which the entire principal and accrued interest on the TIF Note has been paid in full; or (ii) February 1, 2043; or (iii) any earlier date the TIF Assistance Agreement or this Note is cancelled in accordance with the terms of the TIF Assistance Agreement or deemed paid in full; or (iv) the February 1 following the date the TIF District is terminated in accordance with the TIF Act (the “Final Payment Date”) or, if the first should not be a Business Day (as defined in the TIF Assistance Agreement) the next succeeding Business Day (collectively, the “Payment Dates”). On each Payment Date, the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the

close of the last Business Day preceding such Payment Date an amount equal to 90% of the Tax Increments (as hereinafter defined) received by the City during the 6-month period preceding such Payment Date (“Pledged Tax Increments”). “Tax Increments” are the tax increments derived from the Development Property (as defined in the TIF Assistance Agreement) and the improvements thereon which have been received and are permitted to be retained by the City in accordance with the Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the “TIF Act”) including, without limitation, Minnesota Statutes, Sections 469.177; 469.176, Subd. 4h; and 469.175, Subd. 1a, as the same may be amended from time to time. Payments on this Note shall be payable solely from the Pledged Tax Increments. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. If Pledged Tax Increments are insufficient to pay any accrued interest due, such unpaid interest shall be carried forward without interest.

This Note shall terminate and be of no further force and effect following the Final Payment Date defined above, or any date upon which the City shall have terminated the TIF Assistance Agreement under Section 4.2 thereof or on the date that all principal and interest payable hereunder shall have been or deemed paid in full, whichever occurs earliest. This Note may be prepaid in whole or in part at any time without penalty.

The City makes no representation or covenant, express or implied, that the Pledged Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. There are risk factors in the amount of Tax Increments that may actually be received by the City and some of those factors are listed on the attached **Exhibit 1**. The Registered Owner acknowledges these risk factors and understands and agrees that payments by the City under this Note are subject to these and other factors.

The City’s payment obligations hereunder shall be subject to Section 3.11(2) of the TIF Assistance Agreement and are further subject to the conditions that (i) no Event of Default under Section 4.1 of the TIF Assistance Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, and (ii) the TIF Assistance Agreement shall not have been terminated pursuant to Section 4.2, and (iii) all conditions set forth in Section 3.2(2) of the TIF Assistance Agreement have been satisfied as of such date. Any such suspended and unpaid amounts shall become payable, without interest accruing thereon in the meantime, if this Note has not been terminated in accordance with Section 4.2 of the TIF Assistance Agreement and said Event of Default shall thereafter have been cured in accordance with Section 4.2. If pursuant to the occurrence of an Event of Default under the TIF Assistance Agreement the City elects, in accordance with Section 4.2 of the TIF Assistance Agreement to cancel and rescind the TIF Assistance Agreement and/or this Note, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the TIF Assistance Agreement, for a fuller statement of the rights and obligations of the City to pay the principal of this Note and the interest thereon, and said provisions are hereby incorporated into this Note as though set out in full herein.

THIS NOTE IS A SPECIAL, LIMITED REVENUE OBLIGATION OF THE CITY AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS NOTE IS NOT A GENERAL OBLIGATION OF THE

CITY, AND THE FULL FAITH AND CREDIT AND TAXING POWERS OF THE CITY IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE AND NO PROPERTY OR OTHER ASSET OF THE CITY, SAVE AND EXCEPT THE ABOVE-REFERENCED PLEDGED TAX INCREMENTS, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.

The Registered Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the City or of any other public body, and neither the City nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration thereof or otherwise.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

This Note may be assigned only as provided in Section 5.3 of the TIF Assistance Agreement and subject to the assignee executing and delivering to the City the Acknowledgment Regarding TIF Note in the form included in **Exhibit 2** attached hereto. Additionally, in order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records maintained by the City for the Note. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Rogers, Minnesota by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be issued on and dated as of the date first written above.

CITY OF ROGERS, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, is registered on the books kept by the City for such purposes in the name of the person last listed below.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF CITY FINANCE DIRECTOR</u>
Asguard Rogers, LLC 7535 River Road NE Otsego, MN 55330	_____, 20__	_____

_____	_____, 20__	_____

_____	_____, 20__	_____

**Exhibit 1
to Taxable TIF Note**

RISK FACTORS

Risk factors on the amount of Tax Increments that may actually be received by the City include but are not limited to the following:

1. Value of Project. If the contemplated Project (as defined in the TIF Assistance Agreement) constructed in the tax increment financing district is completed at a lesser level of value than originally contemplated, it will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Project is damaged or destroyed after completion, its value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Project may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Project, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Project could be acquired by a party that devotes it to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Project could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to

“compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is distributed by Hennepin County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

10. Multi-parcel TIF District. The tax increment financing district includes property that is not owned by the Developer (as defined in the attached TIF Note). If other property owners in the tax increment financing district fail to pay property taxes, either in whole or in part, the lack of taxes received will result in a lower amount of tax increment derived from the tax increment financing district.

**Exhibit 2
to Taxable TIF Note**

ACKNOWLEDGMENT REGARDING TIF NOTE

The undersigned, _____ a _____ (“Note Holder”), hereby certifies and acknowledges that:

A. On the date hereof the Note Holder has [acquired from]/[made a loan (the “Loan”) [to/for the benefit] of] Asguard Rogers, LLC (the “Developer”) [secured in part by] the Taxable Tax Increment Revenue Note (Asguard Redevelopment Project), a pay-as-you-go tax increment revenue note (the “Note”) in the original principal amount of [up to **\$2,450,000**] [dated _____, 20____ of]/[to be issued by] the City of Rogers, Minnesota (the “City”).

B. The Note Holder has had the opportunity to ask questions of and receive from the Developer all information and documents concerning the Note as it requested, and has had access to any additional information the Note Holder thought necessary to verify the accuracy of the information received. In determining to [acquire the Note]/[make the Loan], the Note Holder has made its own determinations and has not relied on the City or information provided by the City.

C. The Note Holder represents and warrants that:

1. The Note Holder is acquiring [the Note]/[an interest in the Note as collateral for the Loan] for investment and for its own account, and without any view to resale or other distribution.

2. The Note Holder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of acquiring [the Note]/[an interest in the Note as collateral for the Loan].

3. The Note Holder understands that the Note is a security which has not been registered under the Securities Act of 1933, as amended, or any state securities law, and must be held until its sale is registered or an exemption from registration becomes available.

4. The Note Holder is aware of the limited payment source for the Note and interest thereon and risks associated with the sufficiency of that limited payment source.

5. The Note Holder is [a bank or other financial institution] / [the owner of the property from which the tax increments which are pledged to the Note are generated].

D. The Note Holder understands that the Note is payable solely from certain tax increments derived from certain properties located in a tax increment financing district, if and as received by the City. The Note Holder acknowledges that the City has made no representation or covenant, express or implied, that the revenues pledged to pay the Note will be sufficient to pay, in whole or in part, the principal and interest due on the Note. Any amounts which have not been paid on the Note on or before the final maturity date of the Note shall no longer be payable, as if

the Note had ceased to be an obligation of the City. The Note Holder understands that the Note will never represent or constitute a general obligation, debt or bonded indebtedness of the City, the State of Minnesota, or any political subdivision thereof and that no right will exist to have taxes levied by the City, the State of Minnesota or any political subdivision thereof for the payment of principal and interest on the Note.

E. The Note Holder understands that the Note is payable solely from certain tax increments, which are taxes received on improvements made to certain property (the “Project”) in a tax increment financing district from the increased taxable value of the property over its base value at the time that the tax increment financing district was created, which base value is called “original net tax capacity”. There are risk factors in relying on tax increments to be received, which include, but are not limited to, the following:

1. Value of Project. If the contemplated Project constructed in the tax increment financing district is completed at a lesser level of value than originally contemplated, it will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Project is damaged or destroyed after completion, its value will be reduced, and taxes and tax increments will be reduced. Repair, restoration, or replacement of the Project may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Project, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Project could be acquired by a party that devotes it to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Project could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is distributed by Hennepin County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

10. Multi-parcel TIF District. The tax increment financing district includes property that is not owned by the Developer (as defined in the attached TIF Note). If other property owners in the tax increment financing district fail to pay property taxes, either in whole or in part, the lack of taxes received will result in a lower amount of tax increment derived from the tax increment financing district.

F. The Note Holder acknowledges that the Note was issued as part of that certain Amended and Restated TIF Assistance Agreement, dated as of July __, 2025, as the same may be amended from time to time (the “TIF Assistance Agreement”), by and between the City and Asguard Acquisitions, LLC and Asguard Rogers, LLC, and that the City has the right to suspend payments under this Note and/or terminate the Note upon an Event of Default under the TIF Assistance Agreement.

G. The Note Holder acknowledges that the City makes no representation about the tax treatment of, or tax consequences from, the Note Holder’s acquisition of [the Note]/[an interest in the Note as collateral for the Loan].

WITNESS our hand this ____ day of _____, 20__.

Note Holder:

By _____
Name: _____
Its _____

EXHIBIT E

CERTIFICATE OF COMPLETION OF PROJECT

_____, 20____

WHEREAS, the CITY OF ROGERS, MINNESOTA, a municipal corporation under the laws of the State of Minnesota (the “City”), Asguard Acquisitions, LLC (the “Original Developer”) and Asguard Rogers, LLC, a Minnesota limited liability company (the “New Developer” and, together with the Original Developer, the “Developer”) have entered into a TIF Assistance Agreement (the “TIF Assistance Agreement”), dated July __, 2025; and

WHEREAS, the TIF Assistance Agreement requires the Developer to construct a Project (as that term is defined in the TIF Assistance Agreement);

WHEREAS, the Developer has constructed the Project in a manner deemed sufficient by the City to permit the execution of this certification in accordance with Section 3.7 of the TIF Assistance Agreement;

NOW, THEREFORE, this is to certify that the Developer has constructed the Project in accordance with the TIF Assistance Agreement. The remaining covenants of the Developer under the TIF Assistance Agreement are not intended to run with title to the Development Property or bind successors in title to the Development Property. Nothing herein shall release (i) any other obligations of the Developer under the TIF Assistance Agreement, or (ii) the obligations of the Developer under the Minimum Assessment Agreement (as defined in the TIF Assistance Agreement).

The City has, as of the date and year first above written, set its hand hereon.

CITY OF ROGERS, MINNESOTA

By _____
Its City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the City Administrator of the City of Rogers, Minnesota, a municipal corporation and existing under the laws of the State of Minnesota, on behalf of said City.

Notary Public

EXHIBIT F

PROJECT SOURCES AND USES

EXHIBIT F - PROJECT SOURCES AND USES				
SOURCES				
Debt		Amount	Percent	Per Unit
Debt A:	First Mortgage	19,200,023	74.1%	270,423
Debt B:	TIF Note	2,450,000	9.4%	34,507
		21,650,023	83.5%	304,930
Other Sources		Amount	Percent	Per Unit
Category	Sources			
Equity	Developer Cash	4,277,371	16.5%	60,245
		4,277,371	16.5%	60,245
		25,927,394	100.0%	365,175

USES			
	Amount	% of Cost	Per Unit
ACQUISITION COSTS	1,337,013	5.2%	18,831
Land Cost	n/a	1,337,013	5.2%
CONSTRUCTION COSTS	19,112,308	73.7%	269,187
Residential Building	12,223,896	47.1%	172,168
Commercial - Building	3,852,273	14.9%	54,257
Tenant Improvements: Net Commercial Inc	\$61.29	2,011,360	7.8%
Construction Contingency	874,779	4.8%	12,321
Other	150,000	0.6%	2,113
PERMITS/FEES	852,000	3.3%	12,000
Local SAC/WAC Connection Fees	852,000	3.3%	12,000
PROFESSIONAL SERVICES	1,692,500	6.5%	23,838
Architectural & Engineering Fees	750,000	2.9%	10,563
Consultants	100,000	0.4%	1,408
Environmental Assessment Consultant	40,000	0.2%	563
FF&E	200,000	0.8%	2,817
Legal - Development	150,000	0.6%	2,113
Marketing/Leasing	200,000	0.8%	2,817
Soft Cost Contingency	42,500	0.2%	599
Soils Consultant	20,000	0.1%	282
Survey	40,000	0.2%	563
Modular Admin.	150,000	0.6%	2,113
FINANCING COSTS	1,889,001	7.3%	26,606
Construction Period Interest	739,001	2.9%	10,408
Insurance - Hazard/Liability	75,000	0.3%	1,056
Loan Origination Fees	150,000	0.6%	2,113
Mortgage Registration Tax	50,000	0.2%	704
Real Estate Taxes During Construction	75,000	0.3%	1,056
Owner contingency	800,000	3.1%	11,268
DEVELOPER FEE	844,572	3.3%	11,895
Developer Fee	844,572	3.3%	11,895
CASH ACCOUNTS/ESCROWS/RESERVES	200,000	0.8%	2,817
Operating Reserves	200,000	0.8%	2,817
	25,927,394	100%	365,175

EXHIBIT G
FORM OF ASSESSMENT AGREEMENT

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this ____ day of July, 2025, is between City of Rogers, Minnesota (the “City”), and Asguard Rogers LLC (the “Developer”).

WITNESSETH

WHEREAS, on or before the date hereof the City and the Developer have entered into a Amended and Restated TIF Assistance Agreement dated as of July ____, 2025 (the “TIF Assistance Agreement”) regarding certain real property located in the City of Rogers, Minnesota (the “City”) including the property legally described in **Exhibit A** (the “Development Property”);

WHEREAS, it is contemplated that pursuant to said TIF Assistance Agreement, the Developer will construct a mixed-use building with approximately 91 units of market rate rental housing and approximately 6,615 square feet of commercial space on the Development Property (the “Project”) in accordance with construction plans approved by the City;

WHEREAS, the City and the Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177;

WHEREAS, the Developer has acquired the land included in the Development Property legally described in **Exhibit A** attached hereto; and

WHEREAS, the City and the Assessor have reviewed preliminary plans for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2027, the minimum market value, which shall be assessed for the Development Property, shall be \$20,180,000. The minimum market value established pursuant to

this Agreement shall not be affected by incomplete construction or damage or destruction of the improvements to be constructed pursuant to the TIF Assistance Agreement.

2. The minimum market values herein established shall be of no further force and effect after assessment on January 2, 2041 for taxes payable in 2042 and this Agreement shall terminate automatically on January 31, 2041; provided, however, this Agreement shall terminate on such earlier date as the TIF District (as defined in the TIF Assistance Agreement) is decertified or the TIF Note (as defined in the TIF Assistance Agreement) is fully paid, defeased or terminated in accordance with its terms (the "Termination Date"). If the Termination Date is earlier than January 31, 2041 for taxes payable in 2042, the City shall duly execute and record a release of this Agreement upon the written request and sole expense of the then holder of fee title to the Development Property.

3. This Agreement shall be recorded by the Developer with the registrar of titles of Hennepin County, Minnesota. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the TIF Assistance Agreement among the City and the Developer.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

This instrument was drafted by:
KUTAK ROCK LLP (JSB)
60 South Sixth Street, Suite 3400
Minneapolis, Minnesota 55402
(P) 612-334-5000
(F) 612-334-5050

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

CITY OF ROGERS, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

STATE OF MINNESOTA)
): ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____, the Mayor of the City of Rogers, Minnesota on behalf of said City.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the Administrator of the City of Rogers, Minnesota, on behalf of said City.

Notary Public

Signature page for Assessment Agreement

ASGUARD ROGERS LLC, a Minnesota limited liability company

By: _____
Name: Michael Mergens
Its: Co-Manager

By: _____
Name: Greg Johnson
Its: Co-Manager

STATE OF MINNESOTA)
): ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Michael Mergens and Greg Johnson, the Co-Managers of Asguard Rogers LLC, a Minnesota limited liability company, on behalf of said limited liability company.

Notary Public

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the Assessment Agreement, dated as of the date first written above, by and between City of Rogers, Minnesota and Asguard Rogers LLC, the plans and specifications for the Project, as defined in the foregoing Assessment Agreement, and the market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market value contained in the Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the minimum market value as of January 2, 2027 of \$20,180,000 assigned to such land and improvements is reasonable.

County Assessor for Hennepin County

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

 This instrument was acknowledged before me on _____, 2025, by
_____, the County Assessor of Hennepin County.

Notary Public

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description of Development Property

Lot 2, Block 1, Asguard Addition, Hennepin County, Minnesota.

Torrens Property

**FIRST AMENDMENT TO SUBDIVISION AGREEMENT
ASGUARD ADDITION**

THIS FIRST AMENDMENT TO SUBDIVISION AGREEMENT (“Amendment”) is made this ____day of _____, 2025 by and between the City of Rogers, a municipal corporation under the laws of Minnesota (“City”), Asguard Acquisitions, LLC, a Minnesota limited liability company (“Developer”), and Rogers Pizza, LLC, a Minnesota limited liability company (“RP”).

RECITALS

- A. The parties hereto entered a Subdivision Agreement dated August 17, 2023 governing the development of Asguard Addition (the “Development”), as legally described in Exhibit A attached hereto and as recorded in the office of the Hennepin County Registrar of Titles on August 30, 2023 as Document No. 6032981 (the “Agreement”).
- B. The Development is a phased, mixed-use development consisting of an apartment building, a convenience store, and a Broadway Bar and Pizza restaurant.
- C. The parties wish to amend the Agreement to reflect changes to the Developer’s plans, and associated changes to the City Approvals and Approved Plans, both as defined in the Agreement.
- D. As revised, the Development will include an 90-unit apartment building with a small fitness amenity, and 6,615 square feet of ground floor commercial space.
- E. The parties further wish to revise the Development’s Phases 2 and 3 per recital J to the Agreement as provided herein.

AGREEMENT

1. Incorporation of Recitals. The recitals to this Amendment are incorporated herein and amend the Agreement accordingly.
2. Amendment to Phases 2 and 3 Start Dates. The order of construction of Phases 2 and 3 shall be reversed. Construction of Phase 3 and the associated Improvements depicted on Exhibit F-3 to the Agreement shall commence on or before September 15, 2025. Construction of Phase 2 and associated Improvements depicted on Exhibit F-2 to the Agreement shall commence on or before June 1, 2026.
3. Amendment of Estimated Costs. The fees, Improvement Costs, and associated Security are amended by the deletion of Exhibit B and replaced with Exhibit B-1 hereto. The revised fees and Security as set out in Exhibit B-1 must be paid or provided to the City within three (3) business days of full execution of this Amendment.
4. Revision of Approved Plans. A new site plan for the Development has been submitted to and approved by the City. The Approved Plans are amended as provided in Exhibit C-1 hereto. Exhibit C to the Agreement is amended and supplemented accordingly.
5. Agreement Enforceable; Miscellaneous. Except as provided herein, the Agreement remains in full force and effect and remains enforceable in all regards. The provisions of this Amendment are severable, and in the event that any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.
6. No Consents Required. The Developer and RP represent and warrant that there are no persons or entities with interests in the Subject Property that must consent to this Amendment.
7. Applicable Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.
8. Counterparts. This Amendment may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

[Remainder of the page was intentionally left blank.]

IN WITNESS OF THE ABOVE, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

ASGUARD ACQUISITIONS, LLC

Casey Darkenwald
Its: Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by Casey Darkenwald, as Manager of Asguard Acquisitions, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

ROGERS PIZZA, LLC

Casey Darkenwald
Its: Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by Casey Darkenwald, as Manager of Rogers Pizza, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

CITY OF ROGERS

Shannon Klick
Its Mayor

Stacie Brown
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Shannon Klick and by Stacie Brown, the Mayor and City Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Rogers
22350 South Diamond Lake Road
Rogers MN 55374
(763) 428-2253

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Lots 1, 2, and 3, Block 1, Asguard Addition, Hennepin County, Minnesota.

Outlot A, Asguard Addition, Hennepin County, Minnesota.

(Torrens Property)

EXHIBIT B-1

ASGUARD ACQUISITIONS REVISED FEES, IMPROVEMENT COSTS & FINANCIAL SECURITIES

2025 EXHIBIT B-1

ASGUARD/BROADWAY/KWIK TRIP - PHASE 2 (APARTMENTS)

DEVELOPMENT INFORMATION				
Acres				5.31
Units				89.00

SECTION 1: PLATTING FEES OWED (CREDITS)	COST	PER ACRE/UNIT/LOT	AMOUNT DUE	NOTES
Park Dedication	6,000.00	Per Unit	108,000.00	Charge for 18 units (71 prepaid with Phase I)
			108,000.00	

SECTION 2: ADMINISTRATIVE AND DEVELOPMENT RELATED COSTS	AMOUNT DUE	NOTES
Administrative	11,522.00	3% of Constr-public improvements
Total Administrative and Development Related Costs	11,522.00	

SECTION 3: IMPROVEMENT COSTS	LETTER OF CREDIT	ESCROW	NOTES
Engineering - Onsite Field Inspection		72,849.00	City Engineer - Contract & In-House
Legal		1,000.00	City Attorney - Contract
Planning		1,666.00	City Planner
Non-Public Improvements			
Earthwork	419,850.00		
Landscaping	105,000.00		
Erosion & Sediment Control	8,160.00		
Paving - Private Roads	270,000.00		
Public Improvements Dedicated to the City			
Construction - Utility Improvements (Water Main)	65,000.00		
Construction - Utility Improvements (Storm Sewer)	275,000.00		
Construction - Utility Improvements (Paving - Trails)	40,000.00		
Construction - Utility Improvements (Sanitary Sewer)	4,050.00		
Total Improvement Costs	847,060.00	75,515.00	

SECTION 4: LOC / ESCROW / FEES REQUIRED	LETTER OF CREDIT	ESCROW	NOTES
Escrow			
Section 1: Platting Fees		108,000.00	
Section 2: Administrative Fees		11,522.00	
Section 3: Cash Escrow		83,067.00	110% of Cash Escrow Subtotal
Security			
Section 3: Letter of Credit	1,579,838.00		125% Non Public Improvements / 150% Improvements Dedicated to City
Total Letter of Credit and Cash Required	1,579,838.00	202,589.00	

EXHIBIT C-1

**ASGUARD ACQUISITIONS
REVISION TO APPROVED PLANS**

TO BE INSERTED



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.10

Subject: Approval of an Easement Encroachment Agreement and Trail Easement for Main Street Center 2nd Addition (Duffy Development)

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve the Easement Encroachment Agreement and Trail Easement corresponding to the Main Street 2nd Addition plat (Duffy Main Street Development).

Overview / Background / Analysis

Over the course of the past few years, the City of Rogers has been actively working with Duffy Development related to the redevelopment of city-owned property along Main Street into a new 40-unit senior affordable housing development with attached senior center and small commercial space. On May 13th, the City Council approved a new preliminary plat related to this development, named Main Street Center 2nd Addition. Per conditions of approval of the plat, the developer must enter into a trail easement and easement encroachment agreement related to the development and plat.

The Trail Easement corresponds to the sidewalk which runs along the north side of the property along John Deere Lane. The Easement Encroachment Agreement pertains to an area of the future surface parking lot which has underground storm water retention. The Easement Encroachment Agreement ensures the developer is responsible for maintenance of the improvements and the city is not liable for said improvements. Both documents provide additional rights and protections for the City.

Drafts of both agreements are attached to this memorandum. These agreements would not be recorded until after a sale and the recording of the Main Street Center 2nd Addition plat.

Staff Recommendation

Staff recommends the approval of the Easement Encroachment Agreement and Trail Easement related to the Main Street 2nd Addition plat (Duffy Development).

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Duffy Easement Encroachment Agreement
- B. Trail Easement Document Duffy

EASEMENT ENCROACHMENT AGREEMENT

This Easement Encroachment Agreement is entered into on the 22nd day of July, 2025, between the City of Rogers, a Minnesota municipal corporation with its principal office at 22350 South Diamond Lake Road, Rogers, Minnesota, 55374 ("**City**") and Duffy Development, Inc., a Minnesota corporation with its principal office 12708 Wayzata Blvd, Suite 400, Minnetonka, MN 55305 ("**Owner**").

RECITALS

1. The Owner is the fee owner of the real property located at 12913 Main Street, Rogers, MN 55374 ("**Subject Property**") which property is legally described as follows:

Legal Description

Lot 2, Block 1, Main Street Center 2nd Addition, according to the recorded plat thereof, County of Hennepin, State of Minnesota.

2. The plat of Main Street Center 2nd Addition contains a drainage and utility easement as shown on said plat; a portion of said drainage and utility easement encumbers the Subject Property (together, the "**Easement Area**").
3. The Owner has requested that they be permitted to construct or has constructed underground stormwater retention facilities and parking lot improvements within the Easement Area; as shown on the site plan attached hereto as Exhibit A (the "**Improvement**"), which is incorporated into and made part of this Agreement.
4. The Owner has indicated a willingness to accept all risks and liabilities associated with the construction of the Improvement within the Easement Area.
5. The City has determined, by engineering review, that construction of the Improvement by the Owner will not adversely impact the function of the Easement Area.
6. The City Council is willing to grant the Owner's request subject to certain conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Owner is allowed to construct the Improvement on the Subject Property as approved by the City as part of the Owner's site plan review, in accordance with Exhibit A.
2. The size of the easement encroachment is shown on the site plan in Exhibit A and described on the attached Exhibit B ("**Easement Encroachment Area**"). The Easement Encroachment Area is limited to that portion of the drainage and utility easement needed to install and maintain the Improvement as shown on

the approved site plan.

3. The Improvement shall be installed and maintained such that it does not interfere with the drainage way or maintenance of the drainage and utility Easement Area.
4. The Owner accepts all risk and responsibility of constructing, using, maintaining, repairing, and improving the Improvement and agrees hereby to defend and indemnify the City from any and all damages or causes of action, whatsoever, to themselves or others, occurring as a result of the Improvement construction.
5. The City may, at its sole discretion, terminate this Agreement at any time by giving the then Owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and the Agreement may then be terminated immediately. The Owner shall remove the Improvement to the extent it impacts the easement areas to the effective date of the termination of this Agreement. If the owner fails to do so, the City may remove the Improvement to the extent it impacts the easement areas and charge the cost of removal back to the Owner for reimbursement.
6. The City will be allowed to work and to maintain the area within the drainage and utility easement on the Subject Property if such need should arise for the easement to function properly.
7. This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

[Remainder of Page Intentionally Left Blank]

DUFFY DEVELOPMENT, INC.

Name

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____, president of _____, a Minnesota corporation.

Notary Public

CITY OF ROGERS

Shannon Klick

Its: Mayor

Stacie Brown

Its: Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 22nd day of July, 2025 by Shannon Klick and Stacie Brown, the Mayor and Clerk, respectively, for the City of Rogers.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Rogers
22350 South Diamond Lake Road
Rogers, Minnesota, 55374

EXHIBIT B
Description of the Easement Encroachment Area

An area over, under, and across that part of Lot 2, Block 1, MAIN STREET CENTER, according to the recorded plat thereof, in Hennepin County, Minnesota, described as follows:

Commencing at the Southwest corner of said Lot 2, thence North 42 degrees 22 minutes 50 seconds West, 144.33 feet; thence North 49 degrees 18 minutes 24 seconds East, 47.09 feet to the point of beginning; thence continuing North 49 degrees 18 minutes 24 seconds East, 32.89 feet; thence South 40 degrees 41 minutes 36 seconds East, 23.00 feet; thence South 26 degrees 09 minutes 15 seconds East, 26.86 feet; thence South 40 degrees 41 minutes 36 seconds East, 17.99 feet; thence South 49 degrees 18 minutes 39 seconds West, 26.15 feet; thence North 40 degrees 41 minutes 21 seconds West, 66.99 feet to the point of beginning and there terminating.

DECLARATION OF PERMANENT TRAIL EASEMENT

THIS INSTRUMENT is made this 22nd day of July, 2025, by Duffy Development Company, Inc., a Minnesota corporation, located at 12708 Wayzata Blvd, Suite 400, Minnetonka, MN 55305 (“Grantor”), in favor of the City of Rogers, a Minnesota municipal corporation (“City” or “Grantee”).

RECITALS

- A. Grantor is the owner of that certain real property in the City legally described in Exhibit A attached hereto (“Subject Property”).
- B. Grantor has agreed to grant a Permanent Trail Easement (“Trail Easement”) over across, under and through a portion of the Property (“Trail Easement Area”), as legally described in Exhibit B attached hereto and as depicted in Exhibit C attached hereto, on the following terms and conditions.

TERMS OF EASEMENT

- 1. Grant of Easement. Grantor does hereby grant onto Grantee, its successors and assigns, a permanent, non-exclusive, easement for public trail purposes over, across, under and through the Trail Easement Area.
- 2. Scope of Easement. The Trail Easement includes the right of Grantee, its contractors, agents, servants and assigns include the rights to enter upon the Trail Easement Area at reasonable times to construct, reconstruct, inspect, repair, maintain and improve a public trail system over, across, under and through the Trail Easement Area together with the right to grade, level, fill, drain and excavate the Trail Easement Area, and further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of the Trail Easement. The Trail Easement also includes the

right of the Grantee, its contractors, agents, and employees to locate, relocate, construct, operate, maintain, alter, repair, and improve trail facilities within the described Trail Easement Area. As used herein, “trail purposes” is defined as the use of trail facilities for recreational purposes by pedestrians, non-motorized bicycles, public safety (police and fire) and public works vehicles, and electric-powered wheelchairs and small electric carts operated by physically disabled people. The use of trail facilities by snowmobiles, dirt bikes, motorcycles, all-terrain vehicles, or other motorized vehicles not expressly allowed herein or used to maintain the trail are not included within the scope of the easement granted herein and such uses are prohibited. Grantee may, but shall not be obligated to, impose such reasonable rules, regulations and ordinances governing the use of the Trail Easement as it deems appropriate and desirable.

3. Use of the Trail. Grantee, its officers, employees, agents, and contractors may operate motorized vehicles within the Trail Easement Area as needed to construct, reconstruct, maintain, improve, or alter the trail. Grantor may use the Trail Easement Area and may operate motorized vehicles on the trail in Grantor’s discretion for purposes of constructing the trail facilities or other improvements related to the development of the land, provided such use does not unreasonably interfere with the use of the Trail Easement Area for trail purposes and does not damage the trail or its related structures.
4. Non-Interference and Improvements. Grantor shall not construct any buildings, structures, or other improvements within the Trail Easement Area except as is reasonably needed to accommodate its access to the Property and which do not unreasonably interfere with the use of the Trail Easement Area for trail purposes. Grantor shall have the right to continued access to roads, parking areas, and other improvements adjacent to the trail and shall have the right to enter upon the Trail Easement Area for any lawful purpose provided there is no interference with the use, maintenance, and operation of the Trail Easement Area for trail purposes.
5. Recordation. Grantee shall, at its own cost, record this document in a timely fashion in the office of the Dakota County Recorder and provide the Grantor a copy of the recorded document.
6. Entire Agreement. This document sets forth the entire agreement between the parties with respect to this easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement.
7. Prior Encumbrances. This easement is granted subject to all prior easements or encumbrances of record.
8. Warranty of Title. The Grantors warrant they are the owners of the Property and have the right, title and capacity to convey to the Grantee the easement herein.
9. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney’s fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat

of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the easement area or Property prior to the date of this instrument.

10. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, the Grantee, and their successors, and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this 22nd day of July, 2025.

[signature page follows]

GRANTOR:

Duffy Development Company, Inc.

John Duffy
Its

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by John Duffy, XX, of Duffy Development Company, Inc., 12708 Wayzata Blvd, STE 300, Minnetonka, MN 55305, a Minnesota corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

City of Rogers
22350 S Diamond Lake Rd
Rogers, MN 55374
(763)428-2253

EXHIBIT A

**SUBJECT PROPERTY
LEGAL DESCRIPTION**

Lot 2, Block 1, Main Street Center 2nd Addition, Hennepin County, Minnesota

EXHIBIT B

TRAIL EASEMENT AREA LEGAL DESCRIPTION

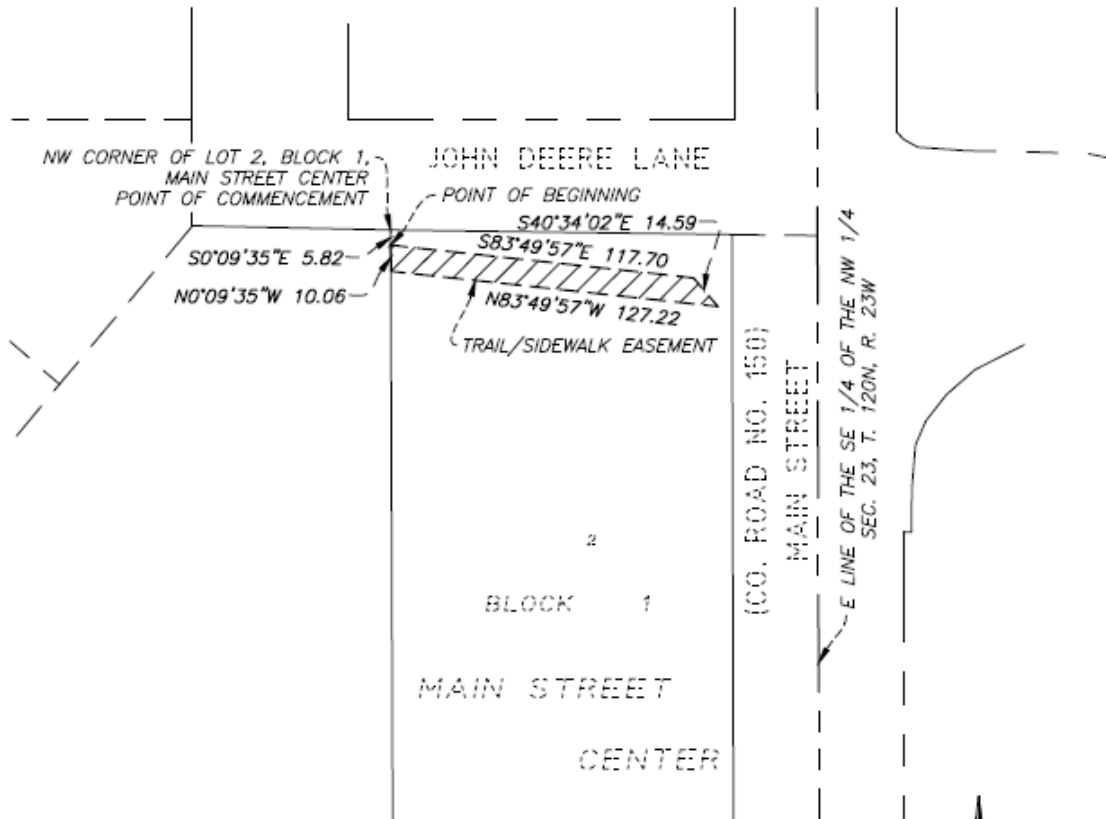
An easement for trail/sidewalk purposes over, under, and across those parts of Lot 2, Block 1, MAIN STREET CENTER, according to the recorded plat thereof, in Hennepin County, Minnesota, described as follows:

Commencing at the Northwest corner of said Lot 2, thence South 00 degrees 09 minutes 35 seconds East, 5.82 feet to the point of beginning; thence South 83 degrees 49 minutes 57 seconds East, 117.70 feet; thence South 40 degrees 34 minutes 02 seconds East, 14.59 feet; thence North 83 degrees 49 minutes 57 seconds West, 127.22 feet; thence North 00 degrees 09 minutes 35 seconds West, 10.06 feet to the point of beginning and there terminating.

EXHIBIT C

MAP OF TRAIL EASEMENT AREA

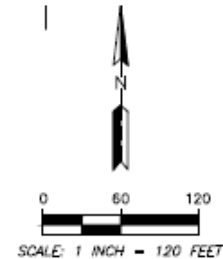
ROGERS, MN EASEMENT EXHIBIT



EASEMENT DESCRIPTION

An easement for trail/sidewalk purposes over, under, and across those parts of Lot 2, Block 1, MAIN STREET CENTER, according to the recorded plat thereof, in Hennepin County, Minnesota, described as follows:

Commencing at the Northwest corner of said Lot 2, thence South 00 degrees 09 minutes 35 seconds East, 5.82 feet to the point of beginning; thence South 83 degrees 49 minutes 57 seconds East, 117.70 feet; thence South 40 degrees 34 minutes 02 seconds East, 14.59 feet; thence North 83 degrees 49 minutes 57 seconds West, 127.22 feet; thence North 00 degrees 09 minutes 35 seconds West, 10.06 feet to the point of beginning and there terminating.



 EASEMENT AREA
±1,224.58 SQ. FT.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR
UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: KYLE A. DOMEK

SIGNATURE: _____

DATE JUNE 18, 2025 LIC. NO. 62734



Stantec

Woodbury Office
2080 Wooddale Drive,
Suite 100,
Woodbury, MN 55125
Phone: 612-294-4580
Website: www.stantec.com

SURVEY

DRAWN
KAD

PROJ. NO.
190300053



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.11

Subject: Approval for Security Project for South Community Park

Prepared By: Jason Greninger, IS Director, Mike Bauer, Parks & Recreation Director

Recommended Council Action

Motion to approve ECSI and CDW quotes for the security project at South Community Park.

Overview / Background / Analysis

Door access controls, building cameras, and miscellaneous low-voltage cabling are recommended for installation at the warming house at South Community Park.

Staff Recommendation

ECSI supports the city's door access and building camera system. Staff requested quotes from ECSI and another vendor. The second vendor declined, stating they are not our primary access control provider and do not want to be held liable for potential issues.

ECSI provided a quote for the following:

- Door access controls, readers and panels for a total of \$27,535.
- Cameras and network cabling for \$25,790.

Staff reviewed the ECSI proposal and believe the cost is comparable to similar past projects. Two vendors provided quotes for the storage of camera videos. CDW provided the lowest quote at \$4,363.75

Financial Impact:

Source Fund: 410-Local Option Sales Tax

Budgeted? Yes

Supporting Documentation

- A. CDW Quote for Video Storage
- B. ECSI Proposal for security services
- C. GHA Quote for Video Storage



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

JASON GRENINGER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CHJC10	7/10/2025	SOUTH COMMUNITY PARK CAMERAS	6847481	\$4,363.75

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Synology RX1217RP - storage enclosure Mfg. Part#: RX1217RP UNSPSC: 43201616 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	1	4242540	\$2,252.62	\$2,252.62
Synology - rack rail kit Mfg. Part#: RKS-02 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	1	6772813	\$107.07	\$107.07
Synology 8TB 3.5" SATA Hard Drive Mfg. Part#: HAT5310-8T Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	6	7124057	\$334.01	\$2,004.06

SUBTOTAL	\$4,363.75
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$4,363.75

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF ROGERS ACCTS PAYABLE 22350 S DIAMOND LAKE RD ROGERS, MN 55374-4773 Phone: (763) 428-2253 Payment Terms:	Shipping Address: JASON GRENINGER ATTN: JASON GRENINGER 21860 INDUSTRIAL COURT ROGERS, MN 55374 Phone: (763) 428-2253 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	



Sales Contact Info

Amanda Varela | (877) 680-7211 | amanda.varela@cdwg.com

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Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



7900 Chicago Avenue S
Bloomington, MN 55420
651-735-7470

March 19, 2025

Jason Greninger
IS Director

RE: Security Project (City of Rogers – South Community Park – Warming House/Concessions)

For your consideration, ECSI is pleased to provide you with this proposal for the work associated with the above referenced project. This proposal is inclusive of all material and labor as to ensure a complete installation in accordance with the scope listed below.

Access Control Project:

ECSI will provide and install the following equipment:

- (1) AMAG 8 Reader Chassis
- (1) AMAG NIC Card
- (1) AMAG WIM Module
- (1) Altronix Power Supply W/ Line Cord
- (6) AMAG Reader Licenses
- (3) HID Signo Card Readers
- (3) HID Signo Card Readers w/Keypad
- (6) REX Motion Detectors
- (6) Door Contacts
- Cabling for all Card Readers
- Installation, Setup, and Programming

Access Control Project:

\$27,535.00

CCTV Project:

ECSI will provide and install the following equipment:

- (4) Panasonic 4X4MP (16mp) Multi-Sensor Cameras – Exterior Corners of Building
- (2) Panasonic Vandal Resistant 5MP Panoramic 360 Degree Dome Cameras – Lobby and Pavilion Areas
- Camera Mounting Hardware
- Cabling for all Cameras
- Installation, Setup, and Programming
- Outdoor Lift Rental
- Data Cabling and Biscuit Jacks for (2) Wireless Access Point Locations

CCTV Project:

\$25,790.00

Clarifications and Exclusions:

- Work to be completed during normal business hours
- CCTV server storage to be provided by owner



7900 Chicago Avenue S
Bloomington, MN 55420
651-735-7470

- All training and initial set-up provided by ECSI
- Pathway, conduit and building penetrations to be provided by electrical contractor where needed
- Network connection/port for Access Control NIC card is to be provided by owner
- Network connection/port for Cameras is to be provided by owner
- Lock/door hardware by others
- Proposal is valid for 60 days, based on acceptance of delivery within three months
- Pricing and the availability of material and labor may need to be re-evaluated at the time of project award due to market volatility

Warranty: All equipment provided by ECSI is warranted (Parts and Labor) for 1 year.

Terms: Our proposal is valid for 60 days.

Thank you for the opportunity to provide you with this quotation. If you should have any questions or require further information, please contact me at your convenience.

Sincerely,

Brooks Miller
Account Services
ECSI System Integrators
Mobile – (612) 518-5842
bmiller@ecsillc.com

Approved By: _____

Date: _____



GHA Technologies, Inc.
NEW REMITTANCE ADDRESS
Dept #880831
PO Box 29650
Phoenix, Arizona 85038-9650
United States
<http://www.gha-associates.com>
(P) 480-951-6865
(F) 480-951-6956

Cart (Open)

Date

May 30, 2025 04:17 PM CDT

Modified Date

Jul 11, 2025 01:06 PM CDT

Cart #

Cart

Description**SalesRep**

Ledezma, Pedro
(P) 210-807-9234
(F) 480-951-6956

Customer Contact

Greninger, Jason
(P) 763-428-2253
jgreninger@rogersmn.gov

Customer

City of Rogers (CO117145)
Greninger, Jason
22350 South Diamond Lake Road
Rogers, MN 55374
United States
(P) 763-428-2253

Bill To

City of Rogers
Greninger, Jason
22350 South Diamond Lake Road
Rogers, MN 55374
United States
(P) 763-428-2253
invoices@rogersmn.gov

Ship To

City of Rogers
Greninger, Jason
21860 Industrial Court
Rogers, MN 55374
United States
(P) 763-428-0917
jgreninger@rogersmn.gov

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Synology RX1217RP Storage enclosure - 12 bays (SATA-600) - rack-mountable - 2U	RX1217RP	No	1	\$2,409.71	\$2,409.71
2		Synology Rack rail kit - for Synology RS820, SA3200, SA3400; RackStation RS1221, RS2421, RS3621, RS4021, RS820	RKS-02	No	1	\$109.90	\$109.90
3		Synology HAT5310 Hard drive - 8 TB - internal - 3.5" - SATA 6Gb/s - 7200 rpm - buffer: 256 MB - for RackStation RS1619xs+, RS3621xs+, RS4021xs+	HAT5310-8T	No	6	\$305.48	\$1,832.88

Subtotal: \$4,352.49
Tax (.0000%): \$0.00
Shipping: \$49.00
Misc: \$0.00
Total: \$4,401.49

DLL Leasing Option	\$386.54 / mo. for 12 months. \$202.69 / mo. for 24 months. \$141.60 / mo. for 36 months. \$111.23 / mo. for 48 months. \$93.09 / mo. for 60 months.
--------------------	--

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMWare, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier.

-The prices quoted may change due to market conditions beyond our control.

-GHA cannot be responsible for manufacturer availability or delays.

-No verbal quotations or promises can be honored unless set forth herein.

-Due to many people working from home, GHA will not be responsible for the boxes if lost or stolen after the delivery has been made, and if they are lost or stolen, you still agree to pay your GHA invoice. Signature will be required on all shipments.

-Handling Fees: Handling fees charged on shipments are in addition to the freight and insurance charges and vary.

-Returns Policy: Cloud Service Provider CSP orders for Microsoft require at least 30 days of cancellation notice from Buyer. Buyer agrees to pay for any cloud subscription usage incurred. For all other CSP s, GHA will pass through and honor the cancellation policy as stated in the original contract whether 30, 60 or 90 days of cancellation notice is required. Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date.

accepted for credit upon return will be subject to handling/restocking charge, which shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. Professional Service Organizations are separate companies from GHA. GHA is not responsible for their workmanship and there is no right to offset payment.

-International shipments/returns: Customer is responsible to pay all VAT, duties, customs charges, freight forwarding services, storage, handling, foreign exchange rates/fees, miscellaneous fees from any country, expedited or return freight expenses. Customer shall be liable; GHA is NOT responsible. GHA is not responsible for any return shipment expenses.

-Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law.

-This document shall be governed by the laws of the State of Arizona.

-You may view all Terms & Conditions at: <https://www.gha-associates.com/terms-and-conditions>

-THIS QUOTE HAS BEEN PROVIDED FOR CLIENT AND GHA PURPOSES ONLY**

-CORPORATE OFFICE: (REMIT PAYMENTS TO THE DEPARTMENT NUMBER AND PO BOX LISTED ABOVE; NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE) GHA Technologies, Inc. 8998 E. Raintree Drive Scottsdale, AZ 85260



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.12

Subject: Accept Resignation of Paid-on-Call Firefighter Kurt VonRuden

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Accept resignation of paid-on-call firefighter Kurt VonRuden.

Overview / Background / Analysis

Firefighter Kurt VonRuden has honorably served the citizens and community of Rogers since May 2003. Firefighter Kurt VonRuden is retiring from the department after over 22 years of service as a paid-on-call firefighter.

Staff Recommendation

Accept resignation of paid-on-call firefighter Kurt VonRuden.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.13

Subject: Approve 3-Year Customer Support and Value Agreements with Ziegler Power Systems for City Generators and Automatic Transfer Switches Maintenance

Prepared By: Doran Cote, Public Works Director/City Engineer

Recommended Council Action

Motion to Approve 3-Year Customer Support and Value Agreements with Ziegler Power Systems for City Generators and Automatic Transfer Switches Maintenance

Overview / Background / Analysis

The city owns, operates and maintains 10 generators, seven of which are permanent generators with transfer switches at various city facilities, as well as three portable generators. These generators and transfer switches require routine maintenance and testing which the city is not equipped to perform. Quotes were obtained from two vendors, Cummins Sales and Service, our current generator maintenance provider and Ziegler Power Systems. Only Ziegler provides both generator and transfer switch maintenance, Cummins does not provide both services. The Cummins quote is \$19,289.52 annually for existing generators and \$13,932.32 annually for recently added generators for a total of \$33,221.81. The Ziegler quote for generators is \$13,287.30 annually and their quote for transfer switch maintenance is \$4,469.75 annually. Both vendors proposed 3-year contracts.

Staff Recommendation

Motion to Approve 3-Year Customer Support and Value Agreements with Ziegler Power Systems for City Generators and Automatic Transfer Switches Maintenance

Financial Impact: CSA - \$13,287.30
annually

CVA - \$4,469.75 annually

Source Fund:

Budgeted? Yes

Supporting Documentation

- A. Cummins Quote (6 Existing Generators)
- B. Cummins Quote (New Generators)
- C. Ziegler ATS Quote
- D. Ziegler Generator Quote



Sales and Service

ST PAUL MN BRANCH
1600 BUERKLE ROAD
WHITE BEAR LAKE, MN 55110 0000
Phone: 651-636-1000

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF ROGERS 22350 S DIAMOND LAKE RD Rogers, MN 55374	Contact: Bob Rotz Phone: 612 6703373 Fax: Cust Id: 51062	Quote Date: 28-MAY-25 Quote Expires: 26-AUG-25 Quote Num: 250964 Quoted By: Melissa A Boylan Quote Term: 3 Year(s)

Site Information

1	FIRE STATION	21201 MEMORIAL DR	ROGERS	MN	55374
2	POLICE DEPARTMENT	21860 INDUSTRIAL CT	ROGERS	MN	55374
3	WELL 5	20901 CO RD 81	ROGERS	MN	55374
4	INDUSTRIAL LIFT STATION	23898 INDUSTRIAL BLVD	ROGERS	MN	55374
5	PUBLIC WORKS	22350 S DIAMOND LAKE RD	ROGERS	MN	55374

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	FIRE STATION #1	OLYMPIAN	GEN SET	D200P3	OLY00000LNNS020	ST
2	POLICE DEPT	GENERAC	GENERAC	SD200	2882570200	GEN SET
3	WELL 5	CATERPILLAR	GEN SET	TBD	200KW MORPHED	ST
4	INDUSTRIAL LS	OLYMPIAN	GEN SET	D80P4	OLY00000AD40072	ST
5	PORT 150 OLYMPIAN	OLYMPIAN	GEN SET	D150E4	DO NOT USE	ST
5	PORTABLE 200K ONAN	ONAN	GEN SET	200 DGFC	H000141477	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	FIRE STATION #1	FULL SVC/LB (2 HR)	3	1,667.64	5,002.92
2	POLICE DEPT	FULL SVC/LB (2 HR)	3	1,667.64	5,002.92
3	WELL 5	FULL SVC/LB (2 HR)	1	1,667.64	1,667.64
		INSPECTION	2	367.69	735.38
4	INDUSTRIAL LS	FULL SVC/LB (2 HR)	1	1,339.24	1,339.24
		INSPECTION	2	367.69	735.38
5	PORT 150 OLYMP	FULL SVC/LB (2 HR)	1	1,667.64	1,667.64
		INSPECTION	2	367.69	735.38
5	PORTABLE 200KW	FULL SVC/LB (2 HR)	1	1,667.64	1,667.64
		INSPECTION	2	367.69	735.38

Generator Planned Equipment Maintenance Quote

This quote reflects services completed during regular business hours unless otherwise noted.
Additional repairs will not be performed without customer's authorization. Either party has the right to terminate this Agreement upon thirty (30) days written notice prior to service.

Service/Scheduled Month

Based on previous PM schedule, services are tentatively scheduled for:



Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF ROGERS 22350 S DIAMOND LAKE RD Rogers, MN 55374	Contact: Bob Rotz Phone: 612 6703373 Fax: Cust Id: 51062	Quote Date: 28-MAY-25 Quote Expires: 26-AUG-25 Quote Num: 250964 Quoted By: Melissa A Boylan Quote Term: 3 Year(s)

FIRE STATION #1 AND POLICE DEPT:

FULL SVC/LB (2 HR) - April 2026
FULL SVC/LB (2 HR) - April 2027
FULL SVC/LB (2 HR) - April 2028

INDUSTRIAL LS, PORT 150 OLYMP, PORTABLE 200KW, WELL 5:

INSPECTION - April 2026
FULL SVC/LB (2 HR) - April 2027
INSPECTION - April 2028

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:

Melissa Boylan
melissa.boyland@cummins.com
612-581-3408

Load Bank testing will be conducted the same durations and steps as previously performed unless otherwise specified below.
Reading will be taken every 15 minutes, unless otherwise specified.
*If no selection is made, we will perform this option by default.

2.0 Hour Load Bank Test

"____ 30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours.

____ Other - Please Specify _____"

Notes:

1. All loadbank test options above assume resistive load bank testing.

Payment Information:

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise.
Customers without a line of credit, including residential customers, will have payment secured prior to services being performed.

Please provide PO#s (if applicable) and include your updated contact information.

PO#: _____ Amount: _____
Name, phone & email to receive invoices _____
Name, phone & email to receive statements _____
Name, phone & email to receive billing inquiries _____

Purchase order must be made out to or Cummins Sales & Service

For any questions regarding your account or additional sales opportunities:



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF ROGERS 22350 S DIAMOND LAKE RD Rogers, MN 55374	Contact: Bob Rotz Phone: 612 6703373 Fax: Cust Id: 51062	Quote Date: 28-MAY-25 Quote Expires: 26-AUG-25 Quote Num: 250964 Quoted By: Melissa A Boylan Quote Term: 3 Year(s)

Melissa Boylan
melissa.boylan@cummins.com
612-581-3408

Standard Agreement Amount	\$19,289.52
Proposal Total	\$19,289.52

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. **AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **TERMINATION FOR DEFAULT.** If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

15. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

16. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

17. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator

Planned Equipment Maintenance

INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



**Planned Equipment
Maintenance Proposal to
CITY OF ROGERS
2026-2028
Add Units to PM Acct**



To the attention of: CITY OF ROGERS

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

System Inspections: Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.

Oil & Coolant Analysis: Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.

Planned Maintenance: Clean filters and oil changes included in Full Service keeps your product ready to run.

Load Bank Testing: Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.

Transfer Switch & Switchgear: Cummins takes care of your whole system.

Cummins Branded Parts: Maintenance always includes Cummins Genuine Parts where applicable.

Warranty: Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.

Digital Monitoring: Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.

Additional Available Services: Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 3 year proposal has been customized for your equipment and operations as described here:

<u>Customer Information:</u>	<u>Contact Information:</u>
CITY OF ROGERS	Name: Bob Rotz
22350 S DIAMOND LAKE RD, ROGERS, Minnesota, 55374-4773	Phone Number: 612-670-3373
Account Number: 51062	Cell: 7634280910
	Email: brotz@rogersmn.gov



The package Custom Bundle includes the below services for this equipment:

Site Information:			Equipment Information:		
Rogers Fire Station #2 14125 Northdale Blvd Rogers, Minnesota 55374 United States			Manufacturer:	Cummins	
Access: Standard			Model:	C350N6	
Access Notes: Outside - Can pull right up to it			Engine Serial Number:	99801592	
Service Branch:			Genset Serial Number:	00915950	
Cummins Sales & Service - St Paul MN			ATS Serial Number:		
1600 BUERKLE RD			Quantity:	1	
WHITE BEAR LAKE, Minnesota 55110-5217			Install Date:		
United States			Warranty Expiration Date:		
<u>Year 1</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Load Bank Test - 2 Hr	Annually	1	1,037.51	1,037.51
Year 1 Total:					1,037.51
<u>Year 2</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Full Service	Once	1	1,281.16	1,281.16
	Load Bank Test - 2 Hr	Annually	1	1,037.51	1,037.51
Year 2 Total:					2,318.67
<u>Year 3</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Full Service	Once	1	1,281.16	1,281.16
	Load Bank Test - 2 Hr	Annually	1	1,037.51	1,037.51
Year 3 Total:					2,318.67

Price of Services per Unit: USD 5,674.85
Total Price of Services: USD 5,674.85



The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>			<u>Equipment Information:</u>		
Rachael Dive Lift Station 23450 Rachael Dr Rogers, Minnesota 55374 United States			Manufacturer:	Kohler	
Access: Standard			Model:	Non-Cummins	
Access Notes: Outside - can pull right up to it			Engine Serial Number:	D240449888	
Service Branch:			Genset Serial Number:	33F7GMMP0001	
Cummins Sales & Service - St Paul MN 1600 BUERKLE RD WHITE BEAR LAKE, Minnesota 55110-5217 United States			ATS Serial Number:		
			Quantity:	1	
			Install Date:		
			Warranty Expiration Date:		
<u>Year 1</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Full Service	Annually	1	653.75	653.75
				Year 1 Total:	653.75
<u>Year 2</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Full Service	Annually	1	653.75	653.75
	Load Bank Test - 2 Hr	Once	1	791.25	791.25
				Year 2 Total:	1,444.99
<u>Year 3</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Full Service	Annually	1	653.75	653.75
				Year 3 Total:	653.75

Price of Services per Unit: USD 2,752.48
Total Price of Services: USD 2,752.48



The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>			<u>Equipment Information:</u>		
Rachael Dive Lift Station 23450 Rachael Dr Rogers, Minnesota 55374 United States			Manufacturer:	Kohler	
Access: Standard			Model:	Non-Cummins	
Access Notes: Outside - can pull right up to it - located on corner of Ivy St and Oliva Ct			Engine Serial Number:	D240549999	
Service Branch:			Genset Serial Number:	33F7GMMP0008	
Cummins Sales & Service - St Paul MN 1600 BUERKLE RD WHITE BEAR LAKE, Minnesota 55110-5217 United States			ATS Serial Number:		
			Quantity:	1	
			Install Date:		
			Warranty Expiration Date:		
<u>Year 1</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Full Service	Annually	1	653.75	653.75
				Year 1 Total:	653.75
<u>Year 2</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Full Service	Annually	1	653.75	653.75
	Load Bank Test - 2 Hr	Once	1	791.25	791.25
				Year 2 Total:	1,444.99
<u>Year 3</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Full Service	Annually	1	653.75	653.75
				Year 3 Total:	653.75

Price of Services per Unit: USD 2,752.48
Total Price of Services: USD 2,752.48



The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>			<u>Equipment Information:</u>		
BIG WOODS 12890 Lawrence Way Rogers, Minnesota 55374 United States			Manufacturer: Kohler		
Access: Standard			Model: Non-Cummins		
Access Notes: Outside - can pull right up to it - Located on corner of Lawrence Wy and 129th Ave			Engine Serial Number: D230748210		
Service Branch:			Genset Serial Number: 33F7GMMG0011		
Cummins Sales & Service - St Paul MN 1600 BUERKLE RD WHITE BEAR LAKE, Minnesota 55110-5217 United States			ATS Serial Number:		
			Quantity: 1		
			Install Date:		
			Warranty Expiration Date:		
<u>Year 1</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Full Service	Annually	1	653.75	653.75
				Year 1 Total:	653.75
<u>Year 2</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Full Service	Annually	1	653.75	653.75
	Load Bank Test - 2 Hr	Once	1	791.25	791.25
				Year 2 Total:	1,444.99
<u>Year 3</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Full Service	Annually	1	653.75	653.75
				Year 3 Total:	653.75

Price of Services per Unit: USD 2,752.48
Total Price of Services: USD 2,752.48

<u>Year 1 Total:</u>	USD 2,998.76
<u>Year 2 Total:</u>	USD 6,653.64
<u>Year 3 Total:</u>	USD 4,279.92



Total Agreement - PreTax:	USD 13,932.32
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Notes:

This is a quote to add 4 additional units to your PM account. The service schedule is as follows:

Annual Full Service - April 2026, 2027, 2028

2-hour load bank test - annually for Fire Station 2 and every other year (2027) for lift stations, to be done with FS

**2026 FS inspection is included with sale of new unit at Fire Station #2

Anything not specifically addressed above is not included.

Customer Responsibilities:

The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.
2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.
4. The pricing in this quotation will remain the same over the duration of the term.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the <https://www.cummins.com/regional-terms-and-conditions/powercare> of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,

Melissa Boylan
Territory Sales - Power Generation Planned
Maintenance
melissa.boyland@cummins.com
www.cummins.com

Cummins Sales and Service
Cummins.com

5/28/2025

Q-384280, Melissa Boylan,
melissa.boyland@cummins.com



Please return signed agreement to: melissa.boyland@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-384280)

Approval Cummins Sales & Service - St Paul MN

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Generator

Planned Equipment Maintenance

INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



CUSTOMER VALUE AGREEMENT

8050 County Rd 101 East
Shakopee, MN 55379
WWW.ZIEGLERCAT.COM/POWER

Bob Rotz
CITY OF ROGERS
22350 S DIAMOND LAKE RD
ROGERS MN 55374-4773

RE:
PROPOSAL #:MN25-336

Date: 6/25/2025

Enclosed is a Customer Value Agreement (CVA) for your facility’s equipment as outlined below.

The price will not increase during the agreement period. If this agreement is acceptable, please sign, date and return.

Please call me with any questions you may have. We appreciate your business. Thank you and have a great day!

Term of Agreement:	3 Year CVA (Customer Value Agreement)
Equipment Location:	CITY OF ROGERS
Equipment Description:	ATS x6

Respectfully,

Shaun Kelly
Advanced Electrical Services Sales Representative - Ziegler CAT

Shaun Kelly
Shaun Kelly at 612.505.4654, or shaun.kelly@zieglercat.com.



CUSTOMER VALUE AGREEMENT

8050 County Rd 101 East
Shakopee, MN 55379
WWW.ZIEGLERCAT.COM/POWER

To:
Bob Rotz
CITY OF ROGERS
22350 S DIAMOND LAKE RD
ROGERS MN 55374-4773

Re:
3 Year CVA (Customer Value Agreement)
Location: CITY OF ROGERS
Equipment: ATS x6

Agreement Start Date:	10/1/2025
Agreement End Date:	9/30/2028
Invoice Frequency:	Annual
Invoice Amount:	\$4,469.75

IMPORTANT NOTES

- o CUSTOMER VALUE AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
- o PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL MATERIALS PER E.P.A. STANDARDS.
- o TRAINED AND CERTIFIED TECHNICIANS WILL PERFORM ALL SERVICES.
- o This proposal is valid for (30) Thirty days.

ACCEPTED BY:

SUBMITTED BY:

Signature: _____
Name: Steve Stahmer, City Administrator
Date: 7/22/2025

Signature Shaun Kelly
Name: Shaun Kelly
Date: 6/25/2025

***Please Note: In order to perform many of the proposed electrical services below a planned outage may be required.**

SCOPE OF WORK:

Automatic Transfer Switch (ATS) Inspection, Maintenance & Testing (Level 11)

Energized Service

- o Perform infrared thermography inspection
- o Clean transfer switch as necessary
- o Replace PLS/ATS battery
- o Verify control & indicator functions
- o Inspect control wiring and relays
- o Test bypass isolation feature where applicable
- o Perform transfer test (w/approval)
- o Check voltage drop across main contacts with normal & emergency load (w/approval)
- o Check operation of timers and set exercise timer to customer preference (w/ approval)
- o Check operation of remote start contacts (w/ approval)
- o Check operation of in-phase monitor (w/ approval)
- o Inspect for evidence of arcing, damage or hotspots
- o Verify voltage and frequency sensing for normal and emergency power
- o Verify all timing functions

De-Energized Service (Included if specified)

- o Perform insulation and contact resistance testing
- o Inspect arc insulators
- o Check tightness of all terminals and bus connections
- o Lubricate the switch & check for evidence of binding via manual operation
- o Inspect for evidence of damage to contact surface and clean as needed
- o Check alignment of main contacts
- o Provide detailed report

Infrared Thermography Inspection (Level 56)

- o Perform infrared inspection on energized loaded bus.
- o Components check, but not limited to:
 - Energized bus
 - Normal, Emergency and Load Lugs at cable termination points
 - Control components relays, contactors, fuses and control transformers
- o Temperature differences between the area of concern and reference area.
- o All discrepancies will be monitored, pictured and reported.
- o Identify the load conditions at time of inspection.
- o Provide photographs and thermographs of the deficient areas.

- o Provide recommended action for repairs
- o Inspect physical and mechanical condition of equipment.

CVA Service Schedule**Well 5**

Level	Equipment	Month	Year
56: IR	IR Scan (per device)	Oct	2025

Industrial Lift

Level Performed	Equipment	Month	Year
56: IR	IR Scan (per device)	Oct	2025

Transfer Switches (Level 11)

Equipment ID	Location	Serial Number	Month	Year
NA	Fire St 2	C24M323426	Oct	2025, 2026, 2027
NA	Police St	1687105-1	Oct	2025, 2026, 2027
Outdoor ATS	Fire St 1	Rogers ATS-1	Oct	2026, 2027
Big Woods ATS	Lift St 1	Rogers ATS-3	Oct	2025, 2027
NA	Lift St 2	Rogers ATS-4	Oct	2025, 2027
NA	Lift St 3	Rogers ATS-5	Oct	2025, 2027



TERMS AND CONDITIONS

Customer and Ziegler Inc., a Minnesota corporation, with principal offices at 901 West 94th Street, Minneapolis, Minnesota 55420 ("Ziegler"), hereby enter into this CUSTOMER VALUE AGREEMENT (Multi-Unit), subject to the following terms and conditions, including the websites referred to herein (collectively, the "Agreement"). Ziegler rejects all different or additional terms submitted by Customer, and any such terms shall be void.

1. Agreement Structure. The terms of this Agreement shall govern all transactions for each unit identified in Exhibit A. The provisions of this Agreement will control over any conflicting provisions in Exhibit A.

2. Term. The Agreement shall begin on the Start Date and end on the End Date, unless earlier terminated as set forth herein.

3. Services. Ziegler will perform preventative maintenance services on the Engine(s) identified in Exhibit A in accordance with the Level Definitions set forth therein (collectively, the "Services"). All Services are subject to the exclusions and limitations set forth herein. Services include all parts, labor, travel and disposal of all fluids per U.S. Environmental Protection Agency standards. Except as otherwise agreed upon by Customer and Ziegler as noted in Exhibit A, Services shall be performed during Ziegler's normal business hours (7:30 a.m. to 4:00 p.m., Monday through Friday). Services performed outside of Ziegler's normal business hours will be subject to additional charges. In the event Customer cancels scheduled Services on the day Services are to be performed, Customer shall pay a cancellation fee in the amount of travel time and mileage and will cooperate with Ziegler to re-schedule the cancelled Services. This Agreement is based upon equipment run time between 0 and 250 hours per year (standby applications); run time exceeding 250 hours per year may be subject to additional costs. Repairs classified outside the scope of the applicable service level will result in additional costs to Customer. All Services will be deemed accepted if Customer does not reject the Services by providing written notice within ten (10) days after delivery specifically identifying the manner in which the Services fail to materially comply with manufacturer's applicable specifications. Ziegler will be entitled to rely on all decisions and approvals of Customer in connection with the Services.

4. Payment. Customer shall pay the Invoice Amount in Exhibit A, plus any Additional Charges (as defined in Section 5 below), at the frequency set forth in Exhibit A. The Invoice Amount will not increase during the term of the Agreement. Customer shall make payment to Ziegler Net 10th of the following month from the date of invoice. Failure to make timely payments shall result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion, without notice, upon Customer's failure to pay or comply with the payment requirements of this Agreement. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any

5. Taxes, Licenses, Permits, and Additional Charges. Customer shall be responsible for all local and/or state sales and use taxes in connection with this Agreement. Taxes will be applied to invoices, where applicable, as required by law. Customer shall obtain, at its sole cost and expense, all applicable licenses and permits (including emissions permitting) necessary for performance of the Services. Customer shall be responsible for service charges and environmental charges incurred in performing the Services (collectively, "Additional Charges").

6. Additional Services. Repairs or other work classified outside standard preventative maintenance services will result in additional costs to Customer and will be invoiced separately on a time and materials basis. A verbal commitment or authorization by Customer to perform such additional services will be binding on Customer and will entitle Ziegler to such additional compensation. Any repairs or other work performed outside of the original scope at the direction of Customer will be deemed to be included as Services hereunder.

7. Customer Obligations. Customer's failure to perform any of the following obligations will be considered a breach of this Agreement:

- a. **Operation and Regular Maintenance.** Customer shall operate the Engine(s) only within its rated capacity. Customer shall perform weekly and monthly maintenance and inspections in accordance with manufacturer guidelines and provide to Ziegler, upon request, written or computerized maintenance and inspection records. Customer further agrees to promptly contact Ziegler with any problems or concerns noted during the weekly and monthly inspections.
- b. **Equipment Access.** Customer agrees to furnish safe, free, and full access to the Engine(s) for the purpose of performing the Services. Customer shall take all reasonably necessary steps to provide for the safety of all Ziegler employees performing the Services. Customer shall promptly notify Ziegler if, during the term of this Agreement, Customer observes or otherwise learns of any condition(s) which pose a threat to the safety of persons or property, adversely affects the Engine(s), or is in violation of any applicable federal, state, or local laws, rules or regulations.
- c. **Halt Operation.** Customer agrees to shut an Engine down, if after inspection by Ziegler, it is determined that further operation of the Engine will result in imminent mechanical damage to the components covered in this Agreement.

8. Exclusions. Ziegler is not responsible for: (1) Customer's abuse or failure to maintain or operate equipment in accordance with the respective equipment manufacturer's operations and maintenance manual, (2) provision of rental equipment during repair, (3) fuel consumed by equipment during operation and performance of maintenance services, (4) building wiring, system modifications, main fuel tank or piping problems, (5) repairs or maintenance to building or enclosure, transformers, radiators, fuel tanks, or other

ver. 8.23.2022 CUSTOMER VALUE AGREEMENT (Multi-Unit) 2

components outside the scope of the Services, unless otherwise agreed to in writing by both parties, (6) unauthorized repairs or adjustments, or repairs or adjustments made by unauthorized person(s), (7) performance complaints, including but not limited to, any adjustments to fuel settings or programming of any electronic controls, (8) downtime or downtime-related expenses or economic loss, (9) extermination of any creature taking up residence in the generator enclosure or building, or (10) any Force Majeure Events (as defined in Section 18 below).

9. Indemnification. Subject to the limitations set forth in this Agreement, Ziegler shall indemnify Customer and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) (collectively, "Losses") for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Ziegler or Ziegler's officers, directors, employees, or agents in the performance and furnishing of the Services. Customer shall indemnify Ziegler, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, assigns and successors, against any Losses for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Customer or Customer's officers, directors, employees, or agents.

10. Insurance. Ziegler will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000, \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Ziegler, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in clauses (a), (b), and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon request, Ziegler will provide to Customer a Certificate of Insurance evidencing Ziegler's compliance with such insurance requirements.

11.Damages; Maximum Liability. IN NO EVENT WILL ZIEGLER, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BELIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION OF VALUE, LOSS OF USE, DOWNTIME OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT ZIEGLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ZIEGLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO ZIEGLER HEREUNDER IN THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

12.Limited Service Warranty. Ziegler warrants the Services will be performed in a professional, workmanlike manner, by qualified personnel consistent with industry standards, free from defects in workmanship for a period of 12 months from the date of completion of the Services, subject to the terms of the then-current Ziegler Power Systems Service Department Labor Warranty, a copy of which is available upon request. Warranty claims must be brought within the warranty period. Customer must provide prompt notice to Ziegler after discovery and before expiration of the warranty period. As Customer's sole and exclusive remedy, Ziegler, at Ziegler's sole discretion, will either re-perform the Service during Ziegler's normal business hours or refund all or part of the monies paid by Customer for the Service performed. Replacement parts shall be covered under the applicable warranty provided by the manufacturer. Non-Ziegler provided components are not covered by this warranty.

13.Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY PROVIDED IN SECTION 12, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ZIEGLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS

14.Termination; Suspension.

a. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. In the event of early termination by Customer, Customer shall pay for all Services performed prior to the termination date.

b. If Customer breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceedings, or makes an assignment for the benefit of creditors, Ziegler shall have the right to immediately terminate this Agreement by giving Customer written notice. Upon receipt of notice, Customer shall immediately pay Ziegler any monies due and owing up to the time of termination for Services performed. Notwithstanding the foregoing, if Customer fails to comply with the provision for Equipment Access in Section 7.b, Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion, without notice.

15.Data and Privacy. Ziegler and its partners, affiliates, subsidiaries, and third parties, including but not limited to manufacturers, dealers, and service providers (collectively, "Ziegler Parties"), collect and share information relating to products, services, and customers as detailed in Ziegler's Privacy Statement and applicable manufacturers' statements located at www.zieglercat.com/privacy, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Ziegler Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Customer understands that Telematics may have been activated on machines by Ziegler or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Customer upon request. Customer consents to the collection, use, storage, processing, sharing, and disclosure of such information by Ziegler Parties in accordance with this Agreement, Ziegler's Privacy Statement, and applicable manufacturers' statements.

16.Notices. All notices, requests, demands and other communications, including any notice of change of address, shall be sent by certified or registered mail with postage prepaid to the last designated address to the other party.

17. Compliance with Laws, Rules and Regulations. Each party agrees to comply with applicable federal, state, and local laws, rules, and regulations applicable to the Services in effect at the time of performance of the Services. Upon completion of the Services, Customer shall be responsible for complying with any changes in federal, state, and local laws, rules, and regulations.

18. Force Majeure. Ziegler will not be liable to Customer, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond Ziegler's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, concealed or unknown conditions at the site, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Ziegler's ability to perform will absolve Ziegler from any liability to Customer.

19. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Ziegler and Customer. Customer acknowledges and agrees that there are no oral or written contracts, agreements or warranties other than are set forth in this Agreement. No amendment or modification of this Agreement will be valid unless it is set forth in writing, signed by authorized representatives of both parties.

20. Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement, in whole or in part, shall be construed to be a waiver of any subsequent breach of the same or any other provision.

21. Severability. Each portion of this Agreement is intended to be severable. If any term or provision hereof is held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

22. Survival. Any term or provision of this Agreement of an ongoing nature and/or which, by its nature and context, should reasonably be expected to survive the expiration or earlier termination of this Agreement, shall so survive such expiration or termination thereof.

23. Disputes; Governing Law. Customer shall pay Ziegler's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this Agreement. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Ziegler, in its sole discretion, commences proceedings in a different jurisdiction or venue.

24. Counterparts; Electronic Signatures. This Agreement may be separately signed by Ziegler and Customer in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement. Customer agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7/9/2025

8050 COUNTY ROAD 101 EAST
SHAKOPEE, MN 55379
WWW.ZIEGLERCAT.COM/POWER

To:
BOB ROTZ
CITY OF ROGERS
22350 S DIAMOND LAKE RD
ROGERS, MN 55374-4773

Dear Bob,

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :
Model(s): 36CCL_EM | 36CCL_EM | 36CCL_EM | KTA19SLB_EB | D80P4 | LM-230811-089 | D200P3 |
200DGFC_EB | SD200 | D150P4_OY |

The payment price will not increase during the agreement period. If this agreement is acceptable, please sign, date, run copy for your file and return to me in the enclosed self-addressed envelope, fax to (952) 233-4676, or email to John.Meyer@zieglercat.com.

Please call me at 952-233-4381 with any questions you may have.

We appreciate your business and thank you.

Sincerely,

John Meyer
Customer Support Representative

CUSTOMER SUPPORT AGREEMENT

Date: 7/9/2025



Proposal No. 10141

8050 County Road 101 East
Shakopee, MN 55379
952-445-4292 / 888-320-4292

To:
BOB ROTZ
CITY OF ROGERS
22350 S DIAMOND LAKE RD
ROGERS, MN 55374-4773

Re:
3 year Customer Support Agreement (CSA) for
MODEL: 36CCL_EM | 36CCL_EM | 36CCL_EM | KTA19SLB_EB | D80P4 | LM-230811-089 | D200P3 | 200DGFC_EB | SD200 | D150P4_OY |
SERIAL: 33F7GMMP0001 | 33F7GMMP0008 | 33F7GMMG0011 | 99801592 | D4P00722 | 432PSL1266 | LNNS02050 | 46019665 | 2071226 | 43049/010 |

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :

Model(s): 36CCL_EM | 36CCL_EM | 36CCL_EM | KTA19SLB_EB | D80P4 | LM-230811-089 | D200P3 | 200DGFC_EB | SD200 | D150P4_OY |

AGREEMENT START DATE: 10/1/2025

AGREEMENT END DATE: 9/30/2028

INVOICE FREQUENCY: ☐ Annually
INVOICE AMOUNT: \$13,287.30

IMPORTANT NOTES

- CUSTOMER SUPPORT AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
- PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL FLUIDS PER E.P.A. STANDARDS.
- TRAINED AND CERTIFIED ENGINE/GENERATOR TECHNICIANS WILL PERFORM ALL SERVICES.

TERMS AND CONDITIONS

- Agreement pricing is based upon generator run time between 0 and 250 hours per year (standby applications).
- Invoices will be sent on the first day of each invoicing period (i.e. monthly, quarterly, semi-annually or annually).
- Either party may cancel this agreement with a (60) sixty day written notice.
- This proposal is valid for (30) thirty days.
- Prices assume all services to be performed during normal business hours (7:30am - 4:00pm, M-F) unless otherwise specified.
- Pricing does not include local and/or state taxes. Taxes will be applied to invoices where applicable.
- Additional Terms and Conditions below.

ACCEPTED BY:

Please Sign Name: _____

Please Print Name: _____

Date: _____

Respectfully submitted,
Ziegler Power Systems

By: John Meyer

Customer Support Representative

Level Definitions

WatchGuard Level 2 (67-Point Inspection with Oil and Filter Change)

Includes the following:

- Level 1 Inspection
- Change engine oil
- Change engine oil filter(s)
- Change engine fuel filter(s)
- Inspect air filter(s)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: 36CCL_EM | SERIAL: 33F7GMMP0001

Level 2

Oct/2025 , Oct/2026 , Oct/2027

MODEL: 36CCL_EM | SERIAL: 33F7GMMP0008

Level 2

Oct/2025 , Oct/2026 , Oct/2027

MODEL: 36CCL_EM | SERIAL: 33F7GMMG0011

Level 2

Oct/2025 , Oct/2026 , Oct/2027

MODEL: KTA19SLB_EB | SERIAL: 99801592

Level 2

Oct/2026 , Oct/2027

MODEL: D80P4 | SERIAL: D4P00722

Level 2

Oct/2025 , Oct/2026 , Oct/2027

MODEL: LM-230811-089 | SERIAL: 432PSL1266

Level 2

Oct/2025 , Oct/2026 , Oct/2027

MODEL: D200P3 | SERIAL: LNNS02050

Level 2

Oct/2025 , Oct/2026 , Oct/2027

MODEL: 200DGFC_EB | SERIAL: 46019665

Level 2

Oct/2025 , Oct/2026 , Oct/2027

MODEL: SD200 | SERIAL: 2071226

Level 2

Oct/2025 , Oct/2026 , Oct/2027

MODEL: D150P4_OY | SERIAL: 43049/010

Level 2

Oct/2025 , Oct/2026 , Oct/2027

WatchGuard Level 5 (Load Bank Testing)

Includes the following:

- Engine load bank test (2 - hours)
- Provide written report

MODEL: 36CCL_EM | SERIAL: 33F7GMMP0001

Level 5

Oct/2026

MODEL: 36CCL_EM | SERIAL: 33F7GMMP0008

Level 5

Oct/2026

MODEL: 36CCL_EM | SERIAL: 33F7GMMG0011

Level 5

Oct/2026

MODEL: KTA19SLB_EB | SERIAL: 99801592

Level 5

Oct/2026 , Oct/2027

MODEL: D80P4 | SERIAL: D4P00722

Level 5

Oct/2026

MODEL: LM-230811-089 | SERIAL: 432PSL1266

Level 5

Oct/2026

MODEL: D200P3 | SERIAL: LNNS02050

Level 5

Oct/2025 , Oct/2026 , Oct/2027

MODEL: 200DGFC_EB | SERIAL: 46019665

Level 5

Oct/2026

MODEL: SD200 | SERIAL: 2071226

Level 5

Oct/2025 , Oct/2026 , Oct/2027

MODEL: D150P4_OY | SERIAL: 43049/010

Level 5

Oct/2026

Customer Requirements

It is the customer's responsibility to...

- Perform weekly and monthly inspections of the engine/generator
- Maintain written or computerized records of the weekly and monthly inspections.
- Contact Ziegler Power Systems with any problems or concerns noted during the weekly and monthly inspections.

Ziegler Power Systems Exclusion of Responsibility:

Ziegler Inc. is not responsible for...

- Providing a portable generator during repairs
- Fuel consumed by generator set during operation
- Building wiring
- System modifications
- Acts of nature, terrorism or war
- Uses of generator beyond rated capacity
- Main fuel tank or piping problems
- Emissions permitting
- Regulation changes
- State and local taxes
- Customer abuse/neglect

CUSTOMER VALUE AGREEMENT – TERMS AND CONDITIONS

- Customer agrees to the terms and conditions set forth on the preceding Customer Value Agreement Proposal (the "Proposal") and the following terms and conditions, including the websites referred to herein (together with the Proposal, the "Agreement"). Ziegler Inc. ("Ziegler") rejects all different or additional terms submitted by Customer, and any such terms shall be void.
- 1.Term. The Agreement shall begin on the Start Date and end on the End Date identified on page 1, unless earlier terminated as set forth herein.
- 2.Services. Ziegler will perform preventative maintenance services on the Engine(s) identified on page 1 in accordance with the Level Definitions set forth in the Proposal (collectively, the "Services"). All Services are subject to the exclusions and limitations set forth herein. Services include all parts, labor, travel and disposal of all fluids per U.S. Environmental Protection Agency standards. Except as otherwise agreed upon by Customer and Ziegler as noted on page 1, Services shall be performed during Ziegler's normal business hours (7:30 a.m. to 4:00 p.m., Monday through Friday). Services performed outside of Ziegler's normal business hours will be subject to additional charges. In the event Customer cancels scheduled Services on the day Services are to be performed, Customer shall pay a cancellation fee in the amount of travel time and mileage and will cooperate with Ziegler to re-schedule the cancelled Services. This Agreement is based upon equipment run time between 0 and 250 hours per year (standby applications); run time exceeding 250 hours per year may be subject to additional costs. Repairs classified outside the scope of the applicable service level will result in additional costs to Customer. Customer will have ten (10) days to reject the Services provided. If Customer rejects the services, it will do so by providing a written notice specifically identifying the manner in which the Services fail to materially comply with manufacturer's applicable specifications. Ziegler will be entitled to rely on all decisions and approvals of Customer in connection with the Services.
- 3.Payment. Customer will pay the Invoice Amount identified on page 1, plus any Additional Charges (as defined in Section 4 below), at the frequency set forth on page 1. The Invoice Amount will not increase during the term of the Agreement. Customer agrees to make payment to Ziegler Net 10th of the following month from the date of invoice. Late payments, which are not under any dispute, will result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion upon Customer's failure to pay or comply with the payment requirements of this Agreement. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.Taxes, Licenses, Permits, and Additional Charges. Customer is responsible for all local and/or state sales and use taxes in connection with this Agreement. Taxes will be applied to invoices, where applicable, as required by law. Customer will obtain, at its sole cost and expense, all applicable licenses and permits (including emissions permitting) necessary for performance of the Services. Customer is responsible for service charges and environmental charges incurred in performing the Services (collectively, "Additional Charges") as communicated in advance by Ziegler.
- 5.Additional Services. Repairs or other work classified outside standard preventative maintenance services will result in additional costs to Customer and will be invoiced separately on a time and materials basis. Such services include, but are not limited to, any service that is considered electrical work pursuant to Minnesota Statutes, Section 326B.31, subdivision 17 or Iowa Code Title III, Section 103 (2022). A verbal commitment or authorization by Customer to perform such additional services will be binding on Customer and will entitle Ziegler to such additional compensation. Any repairs or other work performed outside of the original scope at the direction of Customer will be deemed to be included as Services hereunder.
- 6.Customer Obligations. Customer agrees to maintain the Engine(s) in accordance with the obligations below. Customer's failure to perform any of the following obligations will be considered a breach of this Agreement:
 - a.Operation and Regular Maintenance. Customer agrees to operate the Engine(s) only within its rated capacity. Customer agrees to perform weekly and monthly maintenance and inspections in accordance with manufacturer guidelines, as provided by Ziegler, and provide to Ziegler,

upon reasonable request, written or computerized maintenance and inspection records. Customer further agrees to promptly contact Ziegler with any problems or concerns noted during the weekly and monthly inspections and Ziegler and Customer will work together to address such problems or concerns.

- b. Equipment Access. Customer agrees to furnish safe, free, and full access to the Engine(s) to enable Ziegler employees to perform the Services. Customer will take all reasonably necessary steps to provide for the safety of all Ziegler employees performing the Services. Customer shall promptly notify Ziegler if, during the term of this Agreement, Customer observes or otherwise learns of any condition(s) which pose a threat to the safety of persons or property, adversely affects the Engine(s), or is in violation of any applicable federal, state, or local laws, rules or regulations.
- c. Halt Operation. Customer agrees to shut an Engine down, if after inspection by Ziegler, it is determined that further operation of the Engine will result in imminent mechanical damage to the components covered in this Agreement.
- 7. Exclusions. Ziegler is not responsible for: (1) Customer's abuse or failure to maintain or operate equipment in accordance with the respective equipment manufacturer's operations and maintenance manual as provided by Ziegler in advance, (2) provision of rental equipment during repair, (3) fuel consumed by equipment during operation and performance of maintenance services, (4) building wiring, system modifications, main fuel tank or piping problems, (5) repairs or maintenance to building or enclosure, transformers, radiators, fuel tanks, or other components outside the scope of the Services, unless otherwise agreed to in writing by both parties, (6) unauthorized repairs or adjustments, or repairs or adjustments made by unauthorized person(s), (7) performance complaints, including but not limited to, any adjustments to fuel settings or programming of any electronic controls, (8) downtime or downtime -related expenses or economic loss, (9) extermination of any creature taking up residence in the generator enclosure or building, or (10) any Force Majeure Events (as defined in Section 17 below).
- 8. Indemnification. Subject to the limitations set forth in this Agreement, Ziegler shall indemnify Customer and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) (collectively, "Losses") for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Ziegler or Ziegler's officers, directors, employees, or agents in the performance and furnishing of the Services. Customer shall indemnify Ziegler, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, assigns and successors, against any Losses for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Customer or Customer's officers, directors, employees, or agents.
- 9. Insurance. Ziegler will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000, \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Ziegler, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in clauses (a), (b), and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon request, Ziegler will provide to Customer a Certificate of Insurance evidencing Ziegler's compliance with such insurance requirements.
- 10. Damages; Maximum Liability. IN NO EVENT WILL ZIEGLER, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION OF VALUE, LOSS OF USE, DOWNTIME OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT ZIEGLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ZIEGLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO ZIEGLER HEREUNDER IN THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- 11. Service Warranty. Ziegler warrants the Services will be performed in a professional, workmanlike manner, by qualified personnel consistent with industry standards, free from defects in workmanship for a period of 12 months from the date of completion of the Services, subject to the terms of the then-current Ziegler Power Systems Service Department Labor Warranty, a copy of which is available upon request. Warranty claims must be brought within the warranty period. Customer must provide prompt notice to Ziegler after discovery and before expiration of the warranty period. As Customer's sole and exclusive remedy, Ziegler, at Ziegler's sole discretion, will either re-perform the Service during Ziegler's normal business hours or refund all or part of the monies paid by Customer for the Service performed. Replacement parts shall be covered under the applicable warranty provided by the manufacturer. Non-Ziegler provided components are not covered by this warranty.
- 12. Disclaimer of Warranties. WITH THE EXCEPTION OF THE SERVICE WARRANTY PROVIDED IN SECTION 11, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ZIEGLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 13. Termination; Suspension.
 - a. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. In the event of early termination by Customer, Customer shall pay for all approved Services performed prior to the termination date.
 - b. If either party breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceedings, or makes an

assignment for the benefit of creditors, the non-breaching party shall have the right to immediately terminate this Agreement by giving the breaching party written notice. In the event Customer breaches any provision hereof, and upon receipt of notice, Customer shall immediately pay Ziegler any monies due and owing up to the time of termination for Services performed. Notwithstanding the foregoing, if Customer fails to comply with the provision for Equipment Access in Section 6.b, Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion.

- 14.Data and Privacy. Ziegler and its partners, affiliates, subsidiaries, and third parties, including but not limited to suppliers, manufacturers, dealers, and service providers (collectively, "Ziegler Parties"), collect and share information relating to products, services, and customers as detailed in Ziegler's Privacy Policy and applicable manufacturers' statements located at www.zieglercat.com/privacy, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as equipment locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Ziegler Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Customer understands that Telematics or other tools, as applicable, may have been activated on machines by Ziegler or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Customer upon request. Customer consents to the collection, use, storage, processing, sharing, and disclosure of such information by Ziegler Parties in accordance with this Agreement, Ziegler's Privacy Policy, and applicable manufacturers' statements.
- 15.Notices. All notices, requests, demands and other communications, including any notice of change of address, shall be sent by certified or registered mail with postage prepaid to the last designated address to the other party.
- 16.Compliance with Laws, Rules and Regulations. Each party agrees to comply with applicable federal, state, and local laws, rules, and regulations applicable to the Services in effect at the time of performance of the Services. Upon completion of the Services, Customer shall be responsible for complying with any changes in federal, state, and local laws, rules, and regulations.
- 17.Force Majeure. Ziegler will not be liable to Customer, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond Ziegler's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, concealed or unknown conditions at the site, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Ziegler's ability to perform will absolve Ziegler from any liability to Customer.
- 18.Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Ziegler and Customer. Customer acknowledges and agrees that there are no oral or written contracts, agreements or warranties other than are set forth in this Agreement. No amendment or modification of this Agreement will be valid unless it is set forth in writing, signed by authorized representatives of both parties.
- 19.Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement, in whole or in part, shall be construed to be a waiver of any subsequent breach of the same or any other provision.
- 20.Severability. Each portion of this Agreement is intended to be severable. If any term or provision hereof is held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 21.Survival. Any term or provision of this Agreement of an ongoing nature and/or which, by its nature and context, should reasonably be expected to survive the expiration or earlier termination of this Agreement, shall so survive such expiration or termination thereof.
- 22.Disputes; Governing Law. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Ziegler, in its sole discretion, commences proceedings in a different jurisdiction or venue.
- 23.Counterparts; Electronic Signatures. This Agreement may be separately signed by Ziegler and Customer in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement. Customer agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.14

Subject: Approve Change Order No. 1 and Payment No. 3 and Final for Phase 2 of the 2022 Pavement Management Program, Project Nos. 2204 and 2206

Prepared By: Mike Albers, Assistant City Engineer

Recommended Council Action

Motion to Approve Change Order No. 1 and Payment No. 3 and Final for Phase 2 of the 2022 Pavement Management Program, Project Nos. 2204 and 2206

Overview / Background / Analysis

Phase 2 of the 2022 Pavement Management Program included full-depth pavement rehabilitation of David Koch Avenue from Rogers Drive to Weinand Circle (Project No. 2204) and an edge-milled and overlay on 134th Avenue from Rogers Drive to Commerce Boulevard (Project No. 2206). A mill and overlay of Weinand Circle was added to project 2204 to take advantage of the economies of scale.

On May 9, 2023, the City Council awarded a contract to Omann Brothers, Inc. for Phase 2 of the 2022 Pavement Management Program, Project Nos. 2204 and 2206, in the amount of \$729,901.07. The project was determined to be substantially complete on November 22, 2023. There were a few punch list items remaining including verifying turf restoration and miscellaneous shoulder work in spring 2024.

Change Order No. 1 in the amount of \$24,244.46 is for Omann Brothers, Inc. to perform additional driveway replacements, additional topsoil and seeding, and additional irrigation repairs.

The original contract amount with Omann Brothers, Inc. for the project improvements was \$729,901.07. The total value of work certified for final payment (Payment No. 3) including Change Order 1 is \$754,145.54. The total estimated project cost at bid award including contingencies/administration/engineering/legal was \$839,386.23. The project was completed 6.2 percent over budget in the amount of \$891,686.71. This overage is due to the addition of Change Order 1 and additional engineering costs due to adding the Weinand Circle mill and overlay.

Staff Recommendation

Motion to Approve Change Order No. 1 and Payment No. 3 and Final for Phase 2 of the 2022 Pavement Management Program, Project Nos. 2204 and 2206

Financial Impact: \$891,686.71

Source Fund: 401

Budgeted? Yes

Supporting Documentation

A. Payment No. 3 and Final

Client: City of Rogers 22350 South Diamond Lake Road Rogers, MN 55374-9336	Contractor: Omann Contracting Companies, Inc. PO Box 120 Albertville, MN 55301
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WSB Project No.: 020362-000
Client Project No.: City Project Nos. 2204 & 2206
State Project No.:
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$729,901.07	Original	\$729,901.07
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$729,901.07	Total	\$729,901.07

Work Certified To Date	
Base Bid Items	\$754,145.54
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$754,145.54

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$39,824.57	\$754,145.54	\$0.00	\$678,604.92	\$75,540.62	\$754,145.54
Percent Retained: 0%			Percent Complete: 103.32%		

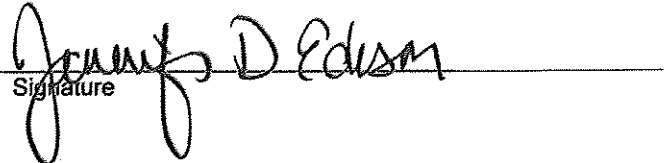
FINAL PAY VOUCHER

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Omann Contracting Companies, Inc.

Approved By WSB


Signature
5/13/2025
Date


Signature
May 12, 2025
Date

Approved By City of Rogers

Signature

Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	09/01/2023	\$329,488.18	\$16,474.41	\$313,013.77
2	10/02/2024	\$384,832.79	\$19,241.64	\$365,591.15
3	05/12/2025	\$39,824.57	(\$35,716.05)	\$75,540.62

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
Local Funding	\$754,145.54	\$0.00	\$678,604.92	\$75,540.62	\$754,145.54

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
Local Funding	Local	\$75,540.62	\$729,901.07	\$729,901.07	\$754,145.54

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$16,900.00	1	0	\$0.00	1	\$16,900.00
2	2104.502	REMOVE CASTING	EACH	\$112.00	7	0	\$0.00	7	\$784.00
3	2104.502	REMOVE SIGN	EACH	\$25.80	11	0	\$0.00	11	\$283.80
4	2104.503	REMOVE CURB & GUTTER	LF	\$6.50	1124	0	\$0.00	975	\$6,337.50
5	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$2.00	813	0	\$0.00	800	\$1,600.00
6	2104.504	REMOVE BITUMINOUS PATH PAVEMENT	S Y	\$3.75	940	0	\$0.00	940	\$3,525.00
7	2106.507	EXCAVATION - SUBGRADE	C Y	\$20.25	548	-375	(\$7,593.75)	173	\$3,503.25
8	2112.619	SHOULDER PREPARATION	RDST	\$150.00	29	0	\$0.00	29	\$4,350.00
9	2123.610	SKID LOADER	HOUR	\$100.00	15	0	\$0.00	0	\$0.00
10	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$125.00	15	-5.5	(\$687.50)	9.5	\$1,187.50
11	2130.523	WATER	MGAL	\$75.00	15	55	\$4,125.00	70	\$5,250.00
12	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$30.00	184	0	\$0.00	58.8	\$1,764.00
13	2215.504	FULL DEPTH RECLAMATION	S Y	\$2.80	15167	760	\$2,128.00	15927	\$44,595.60
14	2215.507	HAUL FULL DEPTH RECLAMATION (LV)	C Y	\$0.01	861	0	\$0.00	861	\$8.61
15	2231.604	BITUMINOUS PATCH SPECIAL	S Y	\$43.00	279	244	\$10,492.00	523	\$22,489.00
16	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	\$2.00	5511	0	\$0.00	5511	\$11,022.00
17	2301.602	DRILL & GROUT DOWEL BAR (EPOXY COATED)	EACH	\$28.38	222	0	\$0.00	176	\$4,994.88

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
18	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.50	1329	0	\$0.00	1300	\$4,550.00
19	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$87.90	2783	0	\$0.00	2772.45	\$243,698.36
20	2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,E)	TON	\$91.50	834	0	\$0.00	823.35	\$75,336.53
21	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	\$82.58	2027	0	\$0.00	2006.66	\$165,709.98
22	2504.602	ADJUST GATE VALVE & BOX	EACH	\$598.56	7	0	\$0.00	4	\$2,394.24
23	2504.602	IRRIGATION SYSTEM REPAIR	EACH	\$258.00	19	21	\$5,418.00	40	\$10,320.00
24	2506.502	ADJUST FRAME & RING CASTING	EACH	\$760.58	3	1	\$760.58	4	\$3,042.32
25	2506.502	CASTING ASSEMBLY	EACH	\$650.00	7	0	\$0.00	7	\$4,550.00
26	2506.602	CHIMNEY SEAL	EACH	\$243.55	3	0	\$0.00	3	\$730.65
27	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	\$25.54	1005	0	\$0.00	975	\$24,901.50
28	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$78.95	165	0	\$0.00	165	\$13,026.75
29	2563.601	TRAFFIC CONTROL	LS	\$5,000.00	1	0	\$0.00	1	\$5,000.00
30	2564.518	SIGN PANELS TYPE C	S F	\$51.60	195	0	\$0.00	195	\$10,062.00
31	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$1,000.00	1	0	\$0.00	0	\$0.00
32	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$206.40	12	0	\$0.00	12	\$2,476.80
33	2573.503	SILT FENCE, TYPE HI	L F	\$2.56	200	0	\$0.00	92	\$235.52
34	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	\$4.13	250	0	\$0.00	250	\$1,032.50
35	2574.507	COMMON TOPSOIL BORROW	CY	\$41.85	520	453	\$18,958.05	973	\$40,720.05
36	2574.508	FERTILIZER TYPE 3	LB	\$1.03	160	160	\$164.80	320	\$329.60
37	2575.505	SEEDING	ACRE	\$5,160.00	1	1	\$5,160.00	2	\$10,320.00
38	2575.508	SEED MIXTURE 25-141	LB	\$4.64	117	133	\$617.12	250	\$1,160.00
39	2582.503	4" SOLID LINE PAINT	L F	\$0.26	7736	1072	\$278.72	8808	\$2,290.08
40	2582.503	8" SOLID LINE PAINT	L F	\$0.62	298	0	\$0.00	91	\$56.42
41	2582.503	24" SOLID LINE PAINT	L F	\$4.13	220	0	\$0.00	179	\$739.27

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
42	2582.503	4" BROKEN LINE PAINT	L F	\$0.26	730	0	\$0.00	510	\$132.60
43	2582.503	8" DOTTED LINE PAINT	L F	\$0.62	81	0	\$0.00	0	\$0.00
44	2582.503	4" DBLE SOLID LINE PAINT	L F	\$0.52	2094	0	\$0.00	2094	\$1,088.88
45	2582.518	PAVT MSSG PAINT	S F	\$4.44	392	0.8	\$3.55	370.8	\$1,646.35
Bid Totals:							\$39,824.57		\$754,145.54

Project Category Totals		
Category	Amount This Voucher	Amount To Date
A. Street Improvements	\$39,824.57	\$754,145.54

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
Contract Change Totals:											

Contract Change Totals			
No.	Contract Change	Description	Amount To Date

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.15

Subject: Approve Resolution No. 2025-50, A Resolution Approving the Application to Fill Wetlands to Facilitate Cowley Lake Preserve Development

Prepared By: Mike Albers, Assistant City Engineer

Recommended Council Action

Motion to Approve Resolution No. 2025-50, A Resolution Approving the Application to Fill Wetlands to Facilitate Cowley Lake Preserve Development

Overview / Background / Analysis

The City of Rogers is the Local Government Unit (LGU) responsible for the implementation of the Minnesota Wetland Conservation Act (WCA) Rules (Chapter 8420) within the limits of the City. A wetland permit application and supporting documentation has been prepared and submitted by Midwest Natural Resources, Inc. (MNR) on behalf of Rachel Development for the Cowley Lake Preserve Development project.

The City of Rogers has determined, as the LGU, that the Joint Application form and supporting permit application submitted, meet and satisfy all WCA rules.

Staff Recommendation

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

- A. Resolution No. 2025-50
- B. Wetland Impacts Exhibit

RESOLUTION NO. 2025–50

A RESOLUTION APPROVING THE APPLICATION TO IMPACT 0.2414 ACRE OF WETLAND TO FACILITATE THE COWLEY LAKE PRESERVE RESIDENTIAL DEVELOPMENT PROJECT

WHEREAS, That the City of Rogers is the Local Governmental Unit (“LGU”) responsible for implementation of the Minnesota Wetland Conservation Act (WCA) Rules (Chapter 8420) within the limits of the City.; and

WHEREAS, That the City of Rogers, by and through its Council, sitting as the LGU, adopts the following findings regarding the Cowley Lake Preserve Wetland Replacement Plan Application:

- a. That a complete Wetland Replacement Plan Application describing 0.2414 acre of wetland impact provided by Midwest Natural Resources (MNR) was received April 29, 2025.
- b. A meeting of the Technical Evaluation Panel (TEP) was conducted via Teams on June 13, 2025 to discuss the application. Additional information was requested by the TEP to clarify the proposed wetland impacts.
- c. The Wetland Replacement Plan Application describes wetland impacts of 0.2414 acre and replacement via 0.4828 acre credits from Wetland Bank Account #1756 in Hennepin County, Major Watershed 20, BSA 7.
- d. That TEP members unanimously agreed that the application satisfied WCA sequencing and replacement requirements and supported approval.
- e. That the City of Rogers, as the LGU, has and will fully exercise its responsibilities to ensure compliance with the Minnesota WCA Rules for:
 - i. Local Government Unit Duties and Procedures (MR 8420.0200)
 - ii. Technical Evaluation Panel (TEP) Procedures (MR 8420.0240)
 - iii. Local Government Unit Application and Decision Procedures (MR 8420.0255)
- f. That the City of Rogers, as the LGU, has determined that the Replacement Plan Application submitted by MNR on behalf of Rachel Development satisfies and will satisfy WCA rules and procedural guidelines for:
 - i. General Application Requirements (MR 8420.0305)
 - ii. Replacement Plan Applications (MR 8420.0330)
 - iii. Wetland Replacement Purpose and Requirement (MR 8420.0500)
 - iv. Sequencing (MR 8420.0520)
 - v. Replacement Standards (MR 8420.0522)

WHEREAS, That the City of Rogers, by and through its City Council, sitting as the LGU for the WCA, approves the application to fill 0.2414 acre of wetland to facilitate the Cowley Lake Preserve residential development project.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Rogers, that the above referenced wetland application and replacement plan meet the standards of Minnesota WCA Rules.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against said resolution:

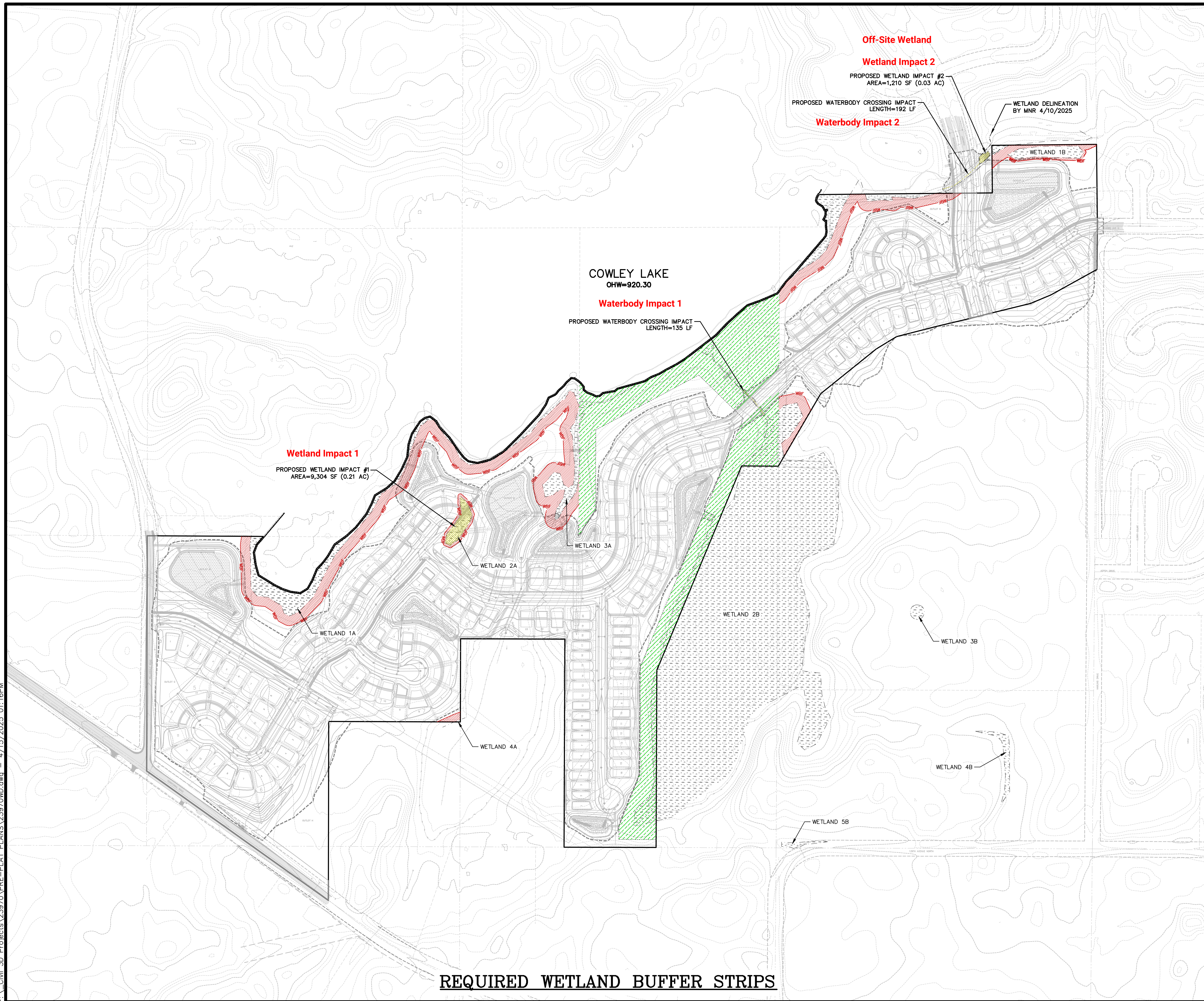
The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 22nd day of July, 2025.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk





STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 5.16

Subject: Approval of a Temporary On-Sale Liquor License for Midwest Rett Syndrome Foundation for September 13, 2025

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve a temporary On-Sale liquor license application for Midwest Rett Syndrome Foundation permitting liquor sales on September 13, 2025.

Overview / Background / Analysis

Midwest Rett Syndrome Foundation has submitted a Temporary On-Sale Liquor License application for a fundraising event to be held at the Rogers Tennis Club located at 21095 147th Avenue North on September 13, 2025. All required paperwork has been received by the City for this application.

Staff Recommendation

Motion to approve a temporary On-Sale liquor license application for Midwest Rett Syndrome Foundation permitting liquor sales on September 13, 2025.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 7.1

Subject: Award of Construction Contract – Territorial Park Project

Prepared By: Mike Bauer, Parks & Recreation Director

Recommended Council Action

Move to award the Territorial Park Project construction contract, including the base bid and alternate, to Veit & Company, Inc. for \$655,465.50.

Overview / Background / Analysis

In April 2025, the City Council authorized the advertisement for bids for constructing Territorial Park, a planned neighborhood park between the Skye Meadows and Harvest View neighborhoods. This project aligns with the City's approved 2021 Territorial Park Master Plan and the adopted Parks, Trails, and Open Space Plan.

The total project budget for the park is \$1,100,000, which includes playground equipment procured separately through Sourcewell for \$402,684. This separate purchase strategy yields cost savings by avoiding general contractor markups and securing manufacturer discounts.

Bids were opened on July 9, 2025. Three (3) qualified bids were received:

Bidder	Base Bid	Alternate	Total
Veit & Company, Inc.	\$507,138.75	\$148,326.75	\$655,465.50
Sunram Construction, Inc.	\$525,923.00	\$150,663.00	\$676,586.00
New Look Contracting, Inc.	\$598,723.00	\$177,815.00	\$776,538.00

The low bid from Veit & Company, Inc. is 36% below the engineer's base estimate and 39% below the alternate estimate, reflecting favorable bid conditions for the City.

Based on Anderson Engineering's recommendation and a thorough review of the bids, staff recommends awarding the contract to Veit & Company, Inc. for the combined base bid and alternate of \$655,465.50.

This award keeps the project well within the approved \$1.1 million budget, allowing for the successful delivery of the park infrastructure and amenities.

Staff Recommendation

Award the Territorial Park Project construction contract, including the base bid and alternate, to Veit & Company, Inc. for \$655,465.50.

Financial Impact:**Source Fund:** 404-Park Dedication

\$655,465.50

Budgeted? Yes**Supporting Documentation**

- A. Bid Award Recommendation Letter
- B. Territorial Park Construction Contract



July 14, 2025

Mr. Mike Bauer
City of Rogers
22350 S. Diamond Lake Rd.
Rogers, MN 55374

Subject: Territorial Park Project (#9662618)
Ashbury Drive, Rogers, MN 55374
AE Project Number: 18445

Dear Mr. Bauer,

Bids were received by three (3) bidders and opened at 10:00 AM CST on Wednesday, July 9th, 2025, for the above referenced project. The bids are shown on the attached summary of bids.

The lowest responsible bidder's base bid was Veit & Company, Inc. with a base bid price of \$507,138.75, which is 36% lower than the engineer's estimate of \$792,112.50. The bid also included one alternate. Veit & Company, Inc. alternate price of \$148,326.75 is 39% lower than the engineer's estimate of \$244,240.00.

Recommendation is made that the city council awards Territorial Park Project (#9662618) to Veit & Company, Inc. for the base bid amount of \$507,138.75, accept bid alternate amount of \$148,326.75 for a total of \$655,465.50. This recommendation considers that the City Council reserves the right to waive minor irregularities and the right to award the contract in the best interest of the City.

Sincerely,
Anderson Engineering of MN, LLC

A handwritten signature in black ink, appearing to read "Joe Lucht".

Joe Lucht, PLA
Project Manager

Enclosures: Summary of Bids

TERRITORIAL PARK PROJECT (#9662618)
CITY OF ROGERS

SUMMARY OF BIDS

BIDS OPENED: July 9th, 2025, 10:00 AM CST

BIDDER	BID BOND	BASE BID PRICE	ALTERNATE BID PRICE	TOTAL
<i>ENGINEERS ESTIMATE</i>		<i>\$792,112.50</i>	<i>\$244,240.00</i>	<i>\$1,036,352.50</i>
VEIT & COMPANY, INC.	YES	\$507,138.75	\$148,326.75	\$655,465.50
SUNRAM CONSTRUCTION, INC.	YES	\$525,923.00	\$150,663.00	\$676,586.00
NEW LOOK CONTRACTING, INC.	YES	\$598,723.00	\$177,815.00	\$776,538.00

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **City of Rogers** ("Owner") and ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **The Territorial Park Project shall include the furnishing of all labor, materials, tools and equipment necessary to complete the bituminous and concrete paving, basketball court, utilities, grading and appurtenant work as shown on the plans and specified herein.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Territorial Park Project, City of Rogers, Anderson Project Number 18445.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Anderson Engineering of MN, LLC** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Anderson Engineering of MN, LLC.**

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **November 1st, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 21st, 2025.**
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

ARTICLE 5—CONTRACT PRICE

5.01 *Cost-Plus-Fee*

- A. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount that follow, subject to adjustment under the Contract:
 1. Contract Price: One hundred thirty-one thousand four hundred forty and 00/100 dollars (\$131,440.00) for the base bid and alternates subject to adjustment based on the provisions of the contract.
 2. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of the item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 3. The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for the Unit Price Work.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **20th** day of each month during construction as provided in Paragraphs 6.02.B.1 and 6.02.B.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95%** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **95%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Contractor shall submit to the Engineer an Application for Payment for the retainage amount less the following amounts:
 1. 200 percent of the anticipated cost to complete the punch list items; and
 2. the greater of \$500 or 1 percent of the contract price to ensure delivery of final paperwork which includes, but not limited to, operation and equipment manuals.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual.

6. Drawings (not attached but incorporated by reference) consisting of **thirteen (13)** sheets with each sheet bearing the following general title: **Territorial Park Project**.
7. Exhibits to this Agreement (enumerated as follows):
 - a. **Completed Bid Form**
 - b. **Notice to Bidders – Bidder’s Acknowledgement**
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor’s Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor’s safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests,

studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

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

Owner:

Contractor:

City of Rogers

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

PERFORMANCE BOND

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

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

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

PAYMENT BOND

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

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

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed

by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
 - 1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or

description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense*: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination*: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor’s Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that

Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a

Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation.

Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as

being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such

changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when

Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is

not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the

responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of

inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors

acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining

after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work,

property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is

acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

- D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced.

Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

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SUPPLEMENTARY CONDITIONS

INTRODUCTION

These Supplementary Conditions amend or supplement EJCDC® C 700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC 4.05."

ARTICLE 1 DEFINITIONS AND TERMINOLOGY

SC 1.01 Defined Terms

Modify the definition of *Change Order*, Paragraph 1.01.A.8 by adding the following:

At the direction of the Owner, where the revision to the Contract involves minor changes to the Work or a change in Contract Time, the Contract may be revised by a Work Order as defined in MnDOT 1103.

Modify the definition of *Technical Data*, Paragraph 1.01.A.46 by amending the first sentence of Paragraph 1.01.A.46.b to read as follows:

If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

Observer – The individual or entity by with whom the Owner and Engineer is represented in the observation and construction of the Project.

Project Manual – The written documents prepared for, or made available for, procuring and construction the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing condition information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

Work Order – A Work Order shall be as defined in MnDOT 1103.

ARTICLE 2 PRELIMINARY MATTERS

SC 2.03 Before Starting Construction

Modify the beginning of the first sentence of Paragraph 2.03.A to read as follows:

Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents) and prior to the preconstruction conference, Contractor shall submit to Engineer for timely review:

Delete Paragraph 2.03.A.3 in its entirety.

SC 2.04 Preconstruction Conference; Designation of Authorized Representative

Delete Paragraph 2.04.A in its entirety and replace with the following:

- A. Before any work at the Site is started, Engineer will arrange a preconstruction conference attended by Owner, Contractor, Engineer, private utility owners, and others as appropriate to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

SC 2.05 Acceptance of Schedules

Delete the first sentence of Paragraph 2.05.A.

Delete Paragraph 2.05.A.3 in its entirety.

SC 2.06 Electronic Transmittals

Add the following new paragraphs to Paragraph 2.06:

- D. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- E. Electronic Documents that are exchanged may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitation, and restrictions, set forth in the Contract Documents.
- F. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for project purposes.

ARTICLE 3 DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC 3.01 Reference Standards

Add the following new paragraph immediately after Paragraph 3.02.A:

- B. The Work shall be performed in accordance with:
 - 1. the Project Manual;
 - 2. the City of Rogers General Specifications and Standard Detail Plates for Street and Utility Construction.
 - 3. the 2018 Edition of the Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction; and
 - 4. the 2018 Edition of the City Engineers Association of Minnesota (CEAM) Standard Specifications.

ARTICLE 4 COMMENCEMENT AND PROGRESS OF THE WORK

SC 4.04 Progress Schedule

Amend the first sentence of Paragraph 4.04.A to read as follows:

Contractor shall adhere to the Progress Schedule submitted in accordance with Paragraph 2.03 as it may be adjusted from time to time as provided below.

Amend the first sentence of Paragraph 4.04.A.1 to read as follows:

1. Contractor shall submit to Engineer for acceptance proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

ARTICLE 5 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.01 Availability of Lands

Add the following language at the end of Paragraph 5.01.A:

If the Contractor believes that there has been delay by Owner in furnishing land, right-of-way, or easements, Contractor's sole remedy shall be an extension of Contract Time, for which the Contractor may make a claim therefore as provided in Article 12.

SC 5.03 Subsurface and Physical Conditions

Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. Under no circumstances may Contractor rely upon the data contained in reports of explorations or tests, regarding the amounts, elevations, or locations of subsurface groundwater.

SC 5.06 Hazardous Environmental Conditions at Site

Delete Paragraph 5.06.A in its entirety and replace with the following:

- A. *Reports and Drawings:* There are no reports or drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site.

ARTICLE 6 BONDS AND INSURANCE

SC 6.01 Performance, Payment and Other Bonds

Add the following new paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C 610, Performance Bond.
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C 615, Payment Bond.

Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be two years after the date the Owner formally accepts the project.
2. After the Owner formally accepts the project, Contractor shall furnish a maintenance bond in a bond amount of 100 percent of the final Contract Price. The maintenance bond period will extend to a date two years after the Owner formally accepts the project. Contractor shall

deliver the fully executed maintenance bond no later than 10 days after the Owner formally accepts the project.

3. The maintenance bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

SC 6.02 Insurance – General Provisions

Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC 6.03 Contractor's Insurance

Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Worker's Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$2,000,000

- E. *Commercial General Liability – Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and,
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- F. *Commercial General Liability – Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
 1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

- G. *Commercial General Liability – Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. *Commercial General Liability – Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Bodily Injury and Property Damage – Each Occurrence	\$2,000,000

- I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$2,000,000
Each Accident	\$2,000,000
Property Damage	
Each Accident	\$2,000,000
or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

- J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein.
- L. *Contractor's Pollution Liability Insurance:* Contractor is not required to provide Pollution Liability Insurance under this Contract.
- M. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

SC 6.04 Builder's Risk and Other Property Insurance

Delete Paragraph 6.04.A and insert the following in its place:

- A. *Builder's Risk:* Contractor is not required to purchase and maintain builder's risk insurance under this Contract. However, any damage or loss to property shall be the sole responsibility of the Contractor until final acceptance of the Work.

ARTICLE 7 CONTRACTOR'S RESPONSIBILITIES

SC 7.07 Concerning Subcontractors and Suppliers

Add the following new paragraph to Paragraph 7.07:

- N. In accordance with Minnesota Statutes, section 471.425, Contractor shall pay any subcontractor within 10 days of the Contractor's receipt of payment from the Owner.

SC 7.16 Submittals

Amend Paragraph 7.16.B.1.a to read as follows:

Contractor shall submit as a minimum, one electronic copy or as required in the Specifications. Add the following new paragraph immediately after Paragraph 7.16.B.1.b:

- c. Detailed, dimensions manufacturer's drawings shall be submitted for all materials, apparatus and machinery, and for such fittings and devices as the Engineer may direct, including but not limited to: manhole/catch basin structures, castings, sewer pipe, watermain, lift stations, and waterworks brass.

Amend Paragraph 7.16.B.3 by striking out the following words:

and approval

Amend the second sentence of Paragraph 7.16.C.1 by striking out the following words:

and approval

Amend Paragraph 7.16.C.2 by striking out the following words:

and approval

Amend Paragraph 7.16.C.3 to read as follows:

Engineer's review of a separate item as such will not indicate acceptance of the assembly in which the item functions.

Amend the first sentence of Paragraph 7.16.C.4 by striking out the following words:

and approval

Amend Paragraph 7.16.C.5 by striking out the following words:

and approval

Amend Paragraph 7.16.C.6 by striking out the following words:

and approval

Amend Paragraph 7.16.C.7 to read as follows:

Neither Engineer's receipt, review or acceptance of a Shop Drawing or Sample will result in such item becoming a Contract Document.

Amend Paragraph 7.16.C.8 to read as follows:

Contractor shall perform the Work in compliance with the requirements and commitments set forth in accepted Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

Amend the first sentence of Paragraph 7.16.D.1 by striking out the following words:

and approval

Amend the first sentence of Paragraph 7.16.D.2 to read as follows:

Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required acceptance of an item with no more than two resubmittals.

Amend Paragraph 7.16.D.3 to read as follows:

If Contractor requests a change of a previously accepted Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

Amend Paragraph 7.17.D.5 by striking out the following words:

and approval

ARTICLE 8 OTHER WORK AT THE SITE

SC 8.01 Other Work

Add the following language at the end of Paragraph 8.01.C:

Contractor shall cooperate with all parties to facilitate the prompt completion of all contracts for work at or adjacent to the Site.

SC 8.02 Coordination

Add the following new paragraphs immediately following paragraph 8.02.B:

- C. Contractor is hereby advised that the following work may be performed at or adjacent to the Site by others during the Contract Time:
 - 1. The individual lot owners or their agents may be site grading and/or constructing buildings on the lots adjacent to the proposed streets.
 - 2. Private utility companies may be installing and/or relocating underground facilities

SC 8.03 Legal Relationships

Add the following sub-paragraph to Paragraph 8.03.B:

- 3. If Owner performs work for the Contractor, the Contractor must pay Owner for such work with no deduction in Contract amount.

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

SC 9.02 Visits to Site

Add the following new paragraph immediately following paragraph 10.02.B:

- C. Throughout the construction phase, regular weekly meetings will be held by the Engineer on site to review progress and to discuss items necessary for an orderly completion of the project. This weekly construction meeting shall include the Owner, Engineer, and Contractor. Contractor's representative must be able to make decisions for the Contractor pertaining to the project. All project conflicts shall be brought to these meetings, including requests for additional payment. Meeting minutes will be provided to all participants as a record of the meeting.

SC 9.03 Resident Project Representative

Add the following new subparagraph immediately after Paragraph 10.03.A:

- 1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative. Rather, the Engineer will furnish an Observer to represent both the Owner and the Engineer at the Site and to assist Engineer in observing the progress and quality of the Work.

Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Observer's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. Observer's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The Observer will:
 - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 2. *Safety Compliance:* Comply with Site safety programs, as they apply to Observer, and if required to do so by such safety programs, receive safety training specifically related to Observer's own personal safety while at the Site.
 - 3. *Liaison*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
- 4. *Review of Work; Defective Work*
 - a. Conduct on-site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
- 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests: Review Applications for Payment with Contractor.*
- 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The Observer will not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

SC 9.07 Limitations on Engineer's Authority and Responsibilities

Add the following new sub-paragraph to paragraph 10.07.A:

- 1. Insofar as the subject matter of any pertinent claim, dispute, or other matter falls within the realm of the technical expertise of Engineer, Engineer shall not render any decision on any claims, disputes, or other matters the subject matter of which, at Engineer's sole discretion, requires legal, rather than technical interpretation.

Add the following new paragraph immediately following paragraph 10.07.E:

- F. Paragraph 10.07 pertains to the Engineer's responsibilities to the Contractor and its subcontractors, suppliers, and other agents. Nothing in this paragraph shall be construed to limit the Engineer's responsibilities to the Owner, if any, under the Engineer's contract with the Owner.

ARTICLE 10 CHANGES TO THE CONTRACT

SC 10.06 Unauthorized Changes in the Work

Add the following new paragraph immediately following paragraph 11.06.A:

- B. Except as specifically authorized in writing by the Engineer at the time additional work is done beyond the original scope of the Contract Documents, the Contractor shall make no claims for additional compensation. The Contractor's plea of ignorance of foreseeable conditions which will create difficulties or hindrances in the execution of the Work will not be acceptable to the Owner as an excuse for any failure of the Contractor to fulfill the requirements of the Contract Documents, and shall not be a basis for the Contractor's claim for additional compensation.
- C. Any discrepancies in or conflicts between the items described in these Contract Documents must be submitted in writing to the Engineer for adjustment prior to proceeding with the Work as any claims for additional compensation to achieve compliance with the requirements of those items will not be allowed or considered.

SC 10.09 Change Proposals

Delete paragraph 11.09.B in its entirety, and replace with the following:

- B. *Change Proposal Procedures:* All Change Proposal procedures shall follow the requirements of MnDOT 1403, Notification for Contract Revisions.

ARTICLE 11 CLAIMS

SC 11.01 Claims

Amend the first sentence of paragraph 12.01.B to read as follows:

The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 10 days of the decision under appeal.

ARTICLE 12 COST OF WORK; ALLOWANCES, UNIT PRICE WORK

SC 12.03 Unit Price Work

Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. *Adjustments in Unit Price:* There will be no adjustment in unit price for increased or decreased quantities. In addition, the Owner reserves the right to reduce certain quantities or delete certain items from the Bids as the Owner sees fit, either before or after the Award of Contract. There will be no additional compensation for remobilization of equipment as necessary to complete punch list items or other items not completed by the Contractor. There will be no additional compensation due to restocking charges for materials not used on the Project.

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

SC 13.02 Tests, Inspections, and Approvals

Add the following sub-paragraphs to paragraph 14.02.A:

1. The Contractor shall provide a minimum 48-hour notice to the Observer for any testing that must be observed or accomplished by someone other than the Contractor's personnel. All final tests and inspections shall be performed in the presence of the Observer.
2. Signed copies of all reports on tests shall be sent at once to the Owner, Engineer, and Contractor
3. Inspection and testing shall in no way relieve the Contractor or supplier from the responsibility of furnishing materials and workmanship in accordance with the Contract Documents.

ARTICLE 14 PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

SC 14.01 Progress Payments

Amend paragraph 15.01.A to read as follows:

Basis for Progress Payments: The Contractor's Bid will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03.

Delete paragraph 15.01.D.1 in its entirety and insert the following:

1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor, unless extenuating circumstances exist which would preclude such payment by Owner to Contractor. If such extenuating circumstances exist, then payment shall be made within 45 days after Owner received the Application for Payment.

SC 14.03 Substantial Completion

Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC 14.05 Final Inspection

Add the following language at the end of the second sentence of Paragraph 15.05.A:

If, after such measures are taken, subsequent inspections by the Engineer reveal that any of the previously identified construction items remain incomplete or defective, the Engineer will again notify the Contractor in writing of the remaining construction items. All costs associated with any subsequent inspections in which said remaining particulars are revealed, will be documented by the Engineer and paid by the Contractor to the Owner.

SC 14.06 Final Payment

Add the following new sub-paragraphs to Paragraph 15.06.A:

4. Before final application for payment is made for the Work, the Contractor must make satisfactory showing of compliance with MINN. STAT. 290.92, which requires the withholding of state income taxes for wages paid to employees on this project. Receipt by the Engineer of a certificate of Compliance from the Commissioner of Taxation to the Owner will satisfy this requirement. The Contractor is advised that before such certificate can be issued, the Contractor must first place on file with the Commissioner of Taxation an affidavit that the

Contractor has complied with the provisions of MINN.STAT. 290.92. The required affidavit form will be supplied by the Commissioner of Taxation, Centennial Building, St. Paul, Minnesota, on request.

5. Final payment will not be made until the Contractor has filed with the Engineer evidence in the form of an affidavit or such other evidence as may be required that all claims against the Contractor by reason of the Contract have been fully paid or satisfactorily secured. This shall be in the form of IC134 forms, paid-in-full final lien waivers from the Contractor, subcontractors, and major suppliers, and a Consent of Surety. Such evidence shall precede or accompany the final application for payment. If evidence is not furnished, the Owner may retain out of any monies due said Contractor sums sufficient to cover all lienable claims unpaid.

SC 15.08 Correction Period

Add the following new paragraphs to Paragraph 15.08:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC 6.01.B.1.
- H. With regard to any surface concrete work, including but not limited to sidewalks, curb, gutter, and driveway aprons within the project area, the Contractor shall assume full responsibility for any warranty work unless written approval is provided by the Owner releasing the Contractor for the responsibility for damages. The intent of this provision is to release the Contractor from accepting monetary losses for destruction of surface concrete work due to damages and circumstances beyond control of the Contractor. At no point during the two-year correction period shall this relieve the Contractor's responsibility for correction of the defective work as states above, or as caused by poor construction and defective materials on surface concrete work within the project area. The Owner or engineer shall make the final determination of what work is defective within the project area at any point within the two-year correction period.

ARTICLE 17 FINAL RESOLUTION OF DISPUTES

SC 17.02 Mediation

Add the following new paragraphs immediately after Paragraph 17.01.

17.02 Mediation

- A. To resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Contractor and the Engineer agree that all disputes between them arising out of or relating to this agreement shall be resolved, if possible, at the lowest possible staff level. If the individuals with full settlement authority for the Contractor and the Engineer are unable to achieve a resolution, the dispute shall be submitted to non-binding mediation.
- B. The rights and remedies available to the Contractor shall be limited to breach of Contract, and no other cause of action, including, without limitation, negligence, misrepresentation or other tort theory. The Owner or Contractor may assert any such breach of contract claim in any court of competent jurisdiction. Neither the Owner nor the Contractor shall be entitled to a jury trial in any such action.
- C. The rights and remedies to the Owner hereunder shall be in addition to and shall not be constructed in any way as a limitation of any rights and remedies available to the Owner, which is otherwise available by law or contract, by special warranty or guarantee, or by other provision of the Contract Documents.

- D. The provision of Paragraph 17.02 shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it may apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment, termination, or completion of this agreement.
- E. No waiver or failure to enforce any part of provision of the Contract Documents, including but not limited to the change order process, shall be deemed to be waiver by the Owner of any subsequent default or breach of the same or any other part of provision contained herein, or right to enforce the same or any other part or provision contained herein.

PART 1 - GENERAL**1.1 SECTION INCLUDES**

- A. Submittal procedures, schedules, lists and instructions for proper and prompt submittal and review of construction related documents.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal in accordance with Engineer's accepted format.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the Project, and deliver to Engineer at business address.
- E. Coordinate submission of related items.
- F. For each submittal, allow 15 days for review, excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Engineer review stamps.
- I. If directed to revise and resubmit, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit preliminary schedule in duplicate within 10 days after effective date of the Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules (if necessary) with each Application for Payment, identifying changes since previous version.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate estimated percentage of completion for each item of work at each submission.
- F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by allowances.

1.4 PROPOSED PRODUCTS LIST

- A. Within 10 days after effective date of the Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 SHOP DRAWINGS

- A. Submit for review the number of opaque copies that Contractor requires, plus two copies that will be retained by Engineer.
- B. After review, distribute in accordance with the SUBMITTAL PROCEDURES herein.

1.6 PRODUCT DATA

- A. Submit the number of copies that the Contractor requires, plus two copies that will be retained by the Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this project.
- C. After review distribute in accordance with the submittal procedures herein. Provide copies for record documents to be used in operation and maintenance manual.

1.7 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When required, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer in quantities specified in product data herein.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.8 MANUFACTURER CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer to Engineer, in quantities specified for product data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

PARTS 2 AND 3 NOT APPLICABLE

END OF SECTION

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Instructions and requirements for quality assurance - control of installation.

1.2 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. The contractual relationship, duties, and responsibilities of the parties in the contract nor those of the Engineer will not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.3 SUBMITTALS

- A. Submit a certified written report of each inspection, test or similar service, to the Engineer, in duplicate.
- B. Submit additional copies of each written report directly to the governing authority, when the authority so directs.

1.4 QUALITY ASSURANCE

- A. Monitor quality control over Suppliers, Manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with Manufacturer's instructions, including each step in sequence.
- C. Should Manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

PART 2 NOT APPLICABLE

PART 3 EXECUTION**3.1 INSPECTION AND TESTING LABORATORY SERVICES**

- A. Employ and pay an independent agency to perform specified quality control services.
- B. Contractor shall will engage and pay for the services of an independent agency to perform inspections and tests as required by the contract documents.
- C. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work and the Contractor is also required to engage an entity for the same or related element, do not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.

3.2 DUTIES OF INDEPENDENT TESTING AGENCY

- A. Perform inspections, sampling and testing of materials and construction specified with qualified personnel.
- B. Cooperate with and notify the Engineer and Contractor promptly of irregularities or deficiencies observed in the work during performance of its services.
- C. Not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work or perform any duties of the Contractor.

3.3 ASSOCIATED SERVICES

- A. Cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
 - 1. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - 2. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - 3. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - 4. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - 5. Security and protection of samples and test equipment at the project site.

3.4 REPORT DATA

- A. Date of issue.
- B. Project title and number.
- C. Name, address and telephone number of testing agency.
- D. Dates and locations of sample and tests or inspections.
- E. Names of individuals making the inspection or test.
- F. Designation of the Work and test method.
- G. Identification of product and specification section.
- H. Complete inspection or test data.
- I. Test results and an interpretation of test results.
- J. Ambient conditions at the time of sample taking and testing.
- K. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
- L. Name and signature of laboratory inspector.
- M. Recommendations on retesting.

3.5 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or product Suppliers or Manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer in advance of required observations. Observer subject to approval of Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to Manufacturer's written instructions.
- D. Submit report within 30 days of observation to Engineer for information.

3.6 TOLERANCES

- A. Monitor tolerance control of installed products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with Manufacturer's tolerances.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.7 COORDINATION AND SCHEDULING

- A. Coordinate the sequence of activities to accommodate required services with a minimum of delay and avoid the necessity of removing and replacing construction to accommodate inspections and tests.
- B. Responsible for scheduling times for inspections, tests, taking samples and similar activities.

3.8 RETESTING

- A. The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
- B. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

PART 4 MEASUREMENT AND PAYMENT

- 4.1** All work required herein is incidental to other related work. No measurements or additional payments will be made for work defined herein.

END OF SECTION

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Guidelines, directions, and descriptions to temporary utilities, including electricity, lighting, heat, ventilation, telephone service, water and sanitary facilities.
- B. Temporary controls that cover Contractor's responsibilities in terms of barriers and temporary protection of the work during construction.
- C. Construction Facilities: Progress cleaning.

1.2 REFERENCES

- A. OSHA Publications:
 - 1. No. 3007 Ground Fault Protection on Construction Sites
 - 2. No. 3106 Concrete and Masonry
 - 3. No. 3115 Underground Construction
 - 4. No. 3124 Stairs and Ladders
 - 5. No. 2226 Excavation and Trenching Operations

PART 2 NOT APPLICABLE**PART 3 EXECUTION****3.1 TEMPORARY FACILITIES**

- A. Electricity: If available and adequate, Owner's existing power service may be utilized during construction. Do not disrupt Owner's need for continual service.
 - 1. Owner's permanent convenience receptacles may be utilized during construction.
- B. Water Service: Existing water system (if available) may be utilized during construction. Utilize measures to conserve water. If not available, provide temporary supply for potable use, sanitation and construction.
- C. Sanitary Facilities: Existing restroom facility (if available) may be utilized during construction. If not available, provide temporary sanitary facilities for workers.
- D. Safety Barriers: Provide safety barriers to prevent unauthorized entry into construction areas and allow for Owner's use of site if required.

3.2 SECURITY

- A. Provide security, as needed, to protect finished work, existing facilities and adjacent property as well as Owner's operations, from unauthorized entry, vandalism, or theft.

3.3 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition by cleaning up at the end of every working day.
- B. Remove debris and rubbish from all areas and other remote closed spaces by brooming or vacuum prior to enclosing the space or equipment.
- C. Broom and vacuum clean all areas that support traffic to minimize dust.

3.4 FIELD OFFICE AND STORAGE AREA

- A. If unused space is available on site Contractor may use it for office and storage space. Space must be coordinated and approved by Owner.
- B. Areas designated for storage must be secured by contractor. Sensitive or hazardous materials shall not be brought on site without the written consent of Owner.

3.5 SITE DRAINAGE

- A. Grade site to drain.
- B. Keep excavations free of water. Provide, operate and maintain pumping equipment as needed.
- C. Provide erosion control and protection as needed.

3.6 PROTECTION OF FINISHED WORK

- A. Control activity in work area to prevent damage.
- B. Provide temporary and removable protection for installed products.
- C. Protect finished floors, walls and other surfaces from traffic, dirt, wear and damage by covering with durable sheet materials.
- D. Prohibit traffic from landscape areas and other areas that require time to cure.

3.7 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials prior to final application for payment.
- B. Clean and repair damage caused by construction or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

PART 4 MEASUREMENT AND PAYMENT

- 4.1** All work required herein is incidental to other related items of work and no additional measurement or payment will be made.

END OF SECTION

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Demolition of designated structures, facilities and appurtenances and removal of materials from site.

1.2 SUBMITTALS

- A. Indicate demolition and removal sequence, location and construction of barricades and fences.

1.3 REGULATORY REQUIREMENTS

- A. Conform to Federal, State and Local laws and regulations for demolition of structures, safety of adjacent structures, dust control and material disposal.
- B. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.
- C. State regulatory agency is the Minnesota Department of Health, Environmental Services Section.
- D. Coordinate with local governing entity.

PART 2 PRODUCTS**2.1 FILL MATERIALS**

- A. Obtain locally if available.
- B. Use select fill material backfill, if available. Obtain Engineer approval prior to use.

PART 3 EXECUTION**3.1 PREPARATION**

- A. Obtain disposal permit from local governing entity.
- B. Notify all utility companies and comply with requirements.
- C. Notify Minnesota Department of Health for underground storage tank removal (if required), solid waste disposal and storm water discharge permits.
- D. Notify Owner and Engineer 7 working days prior to beginning demolition work.
- E. Provide, erect and maintain temporary barriers and security devices. Temporary barriers remain in place until the site is backfilled and cleared.
- F. Protect existing signs, paved streets, streetlights, street signs, trees, landscaping, utility poles and appurtenances that are not to be demolished.
- G. Mark location of utilities. Verify with the utility companies that all utilities have been removed and capped within the demolition area.
- H. Check for presence of asbestos and make appropriate arrangements for removal and disposal.
- I. Erect silt fence and other erosion control barriers.
- J. Verify owner has removed all items to be salvaged and verify which items are to be demolished.
- K. Owner will remove all materials to be retained prior to beginning demolition.

3.2 DEMOLITION REQUIREMENTS

- A. Explosives are not allowed.
- B. Conduct demolition to minimize interference with adjacent appurtenances that are to remain.

- C. Cease operations immediately if adjacent appurtenances appear to be in danger. Notify Engineer. Do not resume operations until directed.
- D. Conduct operations with minimum interference to private accesses. Protect those accesses from the demolition operation.
- E. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property.
- F. Sprinkle work with water as required to minimize dust. Provide hoses and water connections and distribution vehicle for this purpose.
- G. Existing sewer and water utilities (if present) within the demolition site will be located by the city. Once located, expose and plug these lines in the presence of the city representative. Provide record location on construction plans.
- H. Remove all underground walls and footings.
- I. Remove concrete slabs on grade at street level within the designated demolition area.
- J. Backfill open pits and holes caused as a result of demolition.
- K. Thoroughly compact all grade areas affected by demolition to maintain positive drainage.
- L. Dispose of all demolition materials appropriately and in a manner that complies with all laws and regulations.
- M. Do not burn or bury materials on site.
- N. Backfill all excavated areas immediately with approved select backfill material.

3.3 FIELD QUALITY CONTROL

- A. Contact Engineer and regulatory services whenever questions arise or unexpected situations occur.

3.4 PROTECTION OF SITE

- A. Protect site from erosion.
- B. Protect survey monuments, benchmarks, existing utilities and other existing items that are to remain.

3.5 CLEAN-UP AND PROJECT CLOSEOUT

- A. Prior to demolition Contractor leaving site, contact Engineer and complete a walkover inspection.
- B. Clear all items removed from site.
- C. Grade site for positive drainage.
- D. Leave site in clean condition.

3.5 PROJECT RELATED DOCUMENTS

- A. Furnish a demolition plan to Engineer that shows ties to existing utilities that were encountered during demolition operations.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. If specific items are listed on bid form, Engineer will make measurement in accordance with each specific bid item. For lump sum (LS) bid items measurements will not be made.

4.2 PAYMENT

- A. Payment for specific bid items will be made according to the units bid and accepted by Engineer.
- B. Payment for demolition not identified on the bid form will be incidental to related construction work.

END OF SECTION

**SECTION 31 1000
SITE CLEARING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Clearing and protection of vegetation.
- B. Removal of existing debris.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products.
- D. Section 31 2200 - Grading: Fill material for filling holes, pits, and excavations generated as a result of removal operations.
- E. Section 32 9300 - Plants: Relocation of existing trees, shrubs, and other plants.

1.03 REFERENCE STANDARDS**1.04 SUBMITTALS**

- A. See Section 01 3100 - Administrative Requirements, for submittal procedures.
- B. [Add any exhibits required in relation to the removal of existing elements]

1.05 QUALITY ASSURANCE

- A. Clearing Firm: Company specializing in the type of work required.
 - 1. Minimum of 5 years of documented experience.

1.06 PROJECT CONDITIONS

- A. Comply with other requirements specified in Section 01 7000 – Execution and Closeout Requirements.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Fill Material: As specified in Section 31 2200 - Grading

PART 3 EXECUTION**3.01 SITE CLEARING**

- A. Comply with other requirements specified in 7000 – Execution and Closeout Requirements.

- B. Minimize production of dust due to clearing operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

3.02 EXISTING UTILITIES AND BUILT ELEMENTS

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Protect existing structures and other elements that are not to be removed.

3.03 VEGETATION

- A. Scope: Remove trees, shrubs, brush, and stumps in areas to be covered by building structure, paving, playing fields, lawns, and planting beds.
- B. Do not begin clearing until vegetation to be relocated has been removed.
- C. Install substantial, highly visible fences at least 3 feet high to prevent inadvertent damage to vegetation to remain:
 - 1. At vegetation removal limits.
 - 2. Around trees to remain within vegetation removal limits; locate no closer to tree than at the drip line.
 - 3. Around other vegetation to remain within vegetation removal limits.
- D. In areas where vegetation must be removed but no construction will occur other than previous paving, remove vegetation with minimum disturbance of the subsoil.
- E. Vegetation Removed: Do not burn, bury, landfill, or leave on site, except as indicated.
 - 1. Chip, grind, crush, or shred vegetation for mulching, composting, or other purposes; preference should be given to on-site uses.
 - 2. Trees: Sell if marketable; if not, treat as specified for other vegetation removed; remove stumps and roots to depth of 18 inches.
 - 3. Sod: Re-use on site if possible; otherwise sell if marketable, and if not, treat as specified for other vegetation removed.
 - 4. Fill holes left by removal of stumps and roots, using suitable fill material, with top surface neat in appearance and smooth enough not to constitute a hazard to pedestrians.
- F. Dead Wood: Remove all dead trees (standing or down), limbs, and dry brush on entire site; treat as specified for vegetation removed.
- G. Restoration: If vegetation outside removal limits or within specified protective fences is damaged

or destroyed due to subsequent construction operations, replace at no cost to Owner.

3.04 DEBRIS

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 31 1723
PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Paint on pavement surfaces, in form of traffic lanes, parking bays, areas restricted to handicapped persons, crosswalks, and other detail pavement markings.

1.02 RELATED REQUIREMENTS

- A. Paint VOC Limits: Section 01 81 13, SUSTAINABLE CONSTRUCTION REQUIREMENTS.
- B. Paint Color: Section 09 06 00, SCHEDULE FOR FINISHES.

1.03 APPLICABLE PUBLICATIONS

- A. Comply with references to extent specified in this section.
- B. Federal Specifications (Fed. Spec.):
- C. TT P 1952F - Paint, Traffic Marking, Waterborne.
- D. Master Painters Institute (MPI):
- E. No. 97 - Traffic Marking Paint, Latex.

1.04 SUBMITTALS

- A. Submittal Procedures: Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.
- B. Submittal Drawings:
 - 1. Show pavement marking configuration and dimensions.
 - 2. Show international symbol of accessibility at designated parking spaces.
- C. Manufacturer's Literature and Data:
 - 1. Description of each product.
 - 2. Application instructions.
- D. Samples:
 - 1. Paint: 200 mm (8 inches) square, each type and color.
- E. Certificates: Certify products comply with specifications.
- F. Qualifications: Substantiate qualifications comply with specifications.
 - 1. Installer with project experience list.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Regularly installs specified products.
 - 2. Installed specified products with satisfactory service on five similar installations for minimum five years.
 - a. Project Experience List: Provide contact names and addresses for completed projects.

1.06 DELIVERY

- A. Deliver products in manufacturer's original sealed packaging.
- B. Mark packaging, legibly. Indicate manufacturer's name or brand, type, color, production run number, and manufacture date.
- C. Before installation, return or dispose of products within distorted, damaged, or opened packaging.

1.07 STORAGE AND HANDLING

- A. Store products indoors in dry, weathertight conditioned facility.
- B. Protect products from damage during handling and construction operations.

1.08 FIELD CONDITIONS

- A. Environment:
 - 1. Product Temperature: Minimum 13 degrees C (55 degrees F) for minimum 48 hours before installation.
 - a. Surface to be painted and ambient temperature: Minimum 10 degrees C (50 degrees F) and maximum 35 degrees C (95 degrees F).
- B. Field Measurements: Verify field conditions affecting traffic marking installation. Show field measurements on Submittal Drawings.

1.09 WARRANTY

- A. Construction Warranty: FAR clause 52.246 21, "Warranty of Construction."

PART 2 PRODUCTS

2.01 SYSTEM PERFORMANCE

- A. Design paint complying with specified performance:
 - 1. Application: Fed. Spec. TT P 1952.

2.02 PRODUCTS - GENERAL

- A. Basis of Design: Section 09 06 00, SCHEDULE FOR FINISHES.
- B. Provide each product from one manufacturer and from one production run.
 - 1. Low Pollutant Emitting Materials: Comply with VOC limits specified in Section 01 81 13, SUSTAINABLE CONSTRUCTION REQUIREMENTS for the following products:

- a. Paints and coatings.

2.03 SANDBLASTING EQUIPMENT

- A. Air compressor, hoses, and nozzles of proper size and capacity as required for cleaning painted surfaces. Compressor to provide minimum 0.08 cu. m/s (150 cfm) of air at pressure of minimum 625 kPa (90 psi) at each nozzle used.

2.04 PAINT APPLICATOR

- A. Apply marking paint with approved mechanical equipment. Provide equipment with constant agitation of paint and travel at controlled speeds. Synchronize one or more paint "guns" to automatically begin and cut off paint flow in case of skip lines. Equipment to have manual control to apply continuous lines of varying length and marking widths as indicated on Drawings. Provide pneumatic spray guns for hand application of paint in areas where mobile paint applicator cannot be used.

2.05 PAINT

- A. Paint: MPI No. 97. For obliterating existing markings comply with Fed. Spec. TT P 1952. Provide minimum 18 L (5 gallons) containers.
- B. Color shall be White. Blue.

PART 3 EXECUTION

3.01 PREPARATION

- A. Examine and verify substrate suitability for product installation.
 - 1. Allow new pavement surfaces to cure for period of minimum 14 days before application of marking materials.
- B. Protect existing construction and completed work from damage.
- C. Clean substrates. Remove contaminants capable of affecting subsequently installed product's performance.
 - 1. Remove dust, dirt, and other granular surface deposits by sweeping, blowing with compressed air, rinsing with water, or combination of these methods.
 - 2. Completely remove rubber deposits, existing paint markings, and other coatings adhering to pavement with scrapers, wire brushings, sandblasting, mechanical abrasion, or approved chemicals as directed by the Engineer.
 - 3. As an option, comply with Fed. Spec. TT P 1952 for removal of existing paint markings on asphalt pavement. Apply black paint in as many coats as necessary to completely obliterate existing markings.

4. Scrub affected areas with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application, Where oil or grease are present on old pavements to be marked.
 - a. After cleaning, seal oil soaked areas with cut shellac to prevent bleeding through new paint.
5. Clean and dry surface before pavement marking. Do not begin any marking until Owner's Representative inspected surface and gives permission to proceed.

3.02 TEMPORARY PAVEMENT MARKING

- A. Apply Temporary Pavement Markings of colors, widths and lengths shown on drawings or directed by Engineer or Owner. After temporary marking has served its purpose and when so ordered by Engineer or Owner, remove temporary marking by carefully controlled sandblasting, approved grinding equipment, or other approved method to prevent damage on applied surface.
- B. As an option, provide approved preformed pressure sensitive, reflective, adhesive tape type of temporary pavement marking of required colors, widths and lengths in lieu of temporary painted and reflective marking. Continuous durability and effectiveness of such marking is required during period for which its use is required. Remove any unsatisfactory tape type marking and replace with painted and reflective markings.

3.03 INSTALLATION - GENERAL

- A. Install products according to manufacturer's instructions and approved submittal drawings.
 1. When manufacturer's instructions deviate from specifications, submit proposed resolution for the Engineer's consideration.

3.04 PAINT APPLICATION

- A. Apply uniformly painted and reflective pavement marking of required colors, length, and width with true, sharp edges and ends on properly cured, prepared, and dried surfaces.
- B. Comply with details as indicated on drawings and established control points.
- C. Apply paint at wet film thickness of 0.4 mm (0.015 inch). Apply paint in one coat. When directed by the Owner, apply additional coats at markings showing light spots. Comply with paint manufacturer's maximum drying time requirements to prevent undue softening of asphalt, and pick up, displacement, or discoloration by tires of traffic.
- D. When deficiency in marking drying occurs, discontinue paint operations until cause of slow drying is determined and corrected.

- E. Remove and replace marking applied less than minimum material rates, deviates from true alignment, exceeds stipulated length and width tolerances, or shows light spots, smears, or other deficiencies or irregularities.
- F. Remove marking by carefully controlled sandblasting, approved grinding equipment, or other approved method to prevent damage on applied surface.

3.05 DETAIL PAVEMENT MARKING APPLICATION

- A. Apply Detail Pavement Markings, exclusive of actual traffic lane marking as follows:
 - 1. At exit and entrance islands and turnouts.
 - 2. On curbs.
 - 3. At crosswalks.
 - 4. At parking bays.
 - 5. Other locations as indicated on drawings.
- B. Apply International Handicapped Symbol at indicated parking spaces. Color as shown on drawings. Apply paint for symbol using suitable template that will provide pavement marking with true, sharp edges and ends.
- C. Install detail pavement markings of colors, widths and lengths, and design pattern at locations indicated on drawings.

3.06 TOLERANCES

- A. Length and Width of Lines: Plus or minus 75 mm (3 inches) and plus or minus 3 mm (1/8 inch), respectively, in case of skip markings.
- B. Length of intervals exceeding line length tolerance are not acceptable.

3.07 CLEANING

- A. Remove excess paint before paint sets.

3.08 PROTECTION

- A. Protect pavement markings from traffic and construction operations.
 - 1. Protect newly painted markings from vehicular traffic until paint is dry and track free.
 - 2. Place warning signs at beginning of wet line, and at points well in advance of marking equipment for alerting approaching traffic from both directions.
 - 3. Place small flags or other similarly effective small objects near freshly applied markings at frequent intervals to reduce crossing by traffic.
- B. Repair damage.

END OF SECTION

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Preparing subgrades for slabs-on-grade walks pavements turf and grasses and plants.
 - 2. Drainage course for concrete slabs-on-grade.
 - 3. Subbase course for concrete walks and pavements.
 - 4. Subbase course and base course for asphalt paving.
 - 5. Subsurface drainage backfill for walls and trenches.
 - 6. Excavating and backfilling trenches for utilities and pits for buried utility structures.
- B. Related Sections:
 - 1. Section 015000 "Temporary Facilities and Controls".
 - 2. Section 321216 "Asphalt Paving".
 - 3. Section 321313 "Concrete Paving".
 - 4. Section 329223 "Sodding".

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Common Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation

- and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, or ripping:
1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,700 lbf and stick-crowd force of not less than 18,400 lbf with extra-long reach boom; measured according to SAE J-1179.
 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp flywheel power and developing a minimum of 47,992-lbf breakout force with a general-purpose bare bucket; measured according to SAE J-732.
- I. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D 1586.
- J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- K. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk. Use select granular fill per MnDOT Spec. 3138 Class 5 aggregate.
- L. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- M. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Perform work in accordance with State of Minnesota, Department of Transportation.
- C. Provide for visual inspection of load-bearing excavated surfaces before placement of foundations.

- D. All requirements, examinations, monitoring, and other testing required, to be performed by the designated geotechnical agency shall be certified to Owner in writing upon delivery of the Premises.

1.5 SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations, or inverts, and slope gradients.
- B. Fill Composition Test Reports: Results of laboratory tests on proposed and actual materials used.
- C. Compaction Density Test Reports.
- D. Gradation test reports of imported bedding, backfill, and pavement base materials.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service or independent company for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Section 015000 "Temporary Facilities and Controls," and or Section 311000 "Site Clearing," are in place.
- D. Do not commence earth moving operations until plant-protection measures are in place.
- E. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- F. Do not direct vehicle or equipment exhaust towards protection zones.
- G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- H. Protect above and below grade utilities that remain.

- I. Protect bench marks, survey control points, paving, and curbs from grading equipment and vehicular traffic,

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course Below Pavements: Select granular fill per MnDOT Spec. 3138 Class 5 aggregate.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- J. Sand: ASTM C 33; fine aggregate.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Apparent Opening Size: No. 40 sieve, maximum; ASTM D 4751.
3. Permittivity: 0.5 per second, minimum; ASTM D 4491.
4. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.3 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.4 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.5 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials. Notify Landscape Architect of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.

2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 24 inches outside of concrete forms other than at footings.
 - b. 12 inches outside of concrete forms at footings.
 - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - e. 6 inches beneath bottom of concrete and bituminous pavements.
 - f. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.
3. Remove excess excavated material from site.
4. Slope banks of excavation deeper than 4 feet to angle of response or less until shored.

3.6 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
 1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 2. Cut and protect roots.

3.7 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.8 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.

1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trenches in Tree- and Plant-Protection Zones:
1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
 3. Cut and protect roots.

3.9 SUBGRADE INSPECTION

- A. Notify Geotechnical Engineer when excavations have reached required subgrade.
- B. If Geotechnical Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Landscape Architect, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Landscape Architect, without additional compensation.

3.10 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Landscape Architect.
1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Landscape Architect.

3.11 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

- B. When fill material needs to be stored on site, locate stockpiles to achieve the following:
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contaminations.
 - 3. Protect stockpiles from erosion and deterioration of materials.

3.12 BACKFILL PREPARATION

- A. Scarify subgrade surface to a depth of 6 inches or as directed by the Geotechnical Engineer to identify soft spots.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with material recommended by soils exploration report.
- C. Remove any existing bituminous pavements, aggregate base, and any demolition rubble be removed in their entirety and properly disposed of offsite.
- D. Surficial organic matter, trees including root bulbs, and frozen soils should be removed from within a minimum of 10 feet beyond the proposed building footprint and 5 feet beyond the proposed pavement areas.
- E. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- F. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.
- G. Any conditions encountered during preliminary geotechnical investigations shall be remedied prior to placement of any fill material.

3.13 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Fill to contours and elevations indicated using unfrozen materials.
- C. Fill up to subgrade elevations unless otherwise indicated.
- D. Employ a placement method that does not disturb or damage other work.
- E. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- F. Maintain optimum moisture content of fill materials to attain required compaction density as recommended by the Soils Exploration Report.

- G. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- H. Correct areas that are over-excavated.
 - 1. Load-bearing foundation surfaces: Use structural fill, flush to required elevation, compacted to 95 percent of maximum dry density.
 - 2. Other areas: Use general fill, flush to required elevation, compacted to minimum 100 percent of maximum dry density.
- I. Compaction Density Unless Otherwise Specified or Indicated:
 - 1. Under paving, slabs-on-grade, and similar construction: 100 percent of maximum dry density in top 3 feet below paving.
 - 2. At other locations: 95 percent of maximum dry density.
- J. Reshape and re-compact fills subjected to vehicular traffic.

3.14 FILL AT SPECIFIC LOCATIONS

- A. Use general fill unless otherwise specified or indicated.
- B. Over Subdrainage Piping:
 - 1. Drainage fill and geotextile fabric.
 - 2. Cover drainage fill with topsoil.
 - 3. Compact to 95 percent of maximum dry density.
- C. At Lawn Areas:
 - 1. Use topsoil.
 - 2. Compact to 95 percent of maximum dry density.
- D. Under Paving:
 - 1. Compact subsoil to 95 percent of its maximum dry density before placing fill.
 - 2. Use select granular fill per MnDOT Spec. 3138 Class 5 aggregate.
 - 3. Compact to 100 percent of its maximum dry density in top 3 feet of below paving before placing fill.

3.15 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for drain tile.
- C. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- D. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.

3.16 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.17 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.18 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.19 BACKFILL FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for general requirements for field inspection and testing.
- B. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, ASTM D2922, or ASTM D3017.
- C. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D 698 ("standard Proctor"), ASTM D 1557 ("modified Proctor"), or AASHTO T 180.
- D. If tests indicate work does not meet specified requirements, remove work, replace and retest.

- E. Complete removal of the existing fills within pavement areas may not be required provided pavement subgrades pass proofroll inspection and are examined by a geotechnical engineer designated by Owner for excessive pumping and rutting or other conditions that indicate soils are unsuitable below grade.
- F. Frequency of Tests: Minimums as follows:
 - 1. Base Course should be placed in maximum lifts of eight inches of loose material and should be compacted to within optimum moisture content value ranges. If water is to be added, it should be uniformly applied and thoroughly mixed into the soil by disking or scarifying.
 - 2. Each lift of compacted engineered fill should be observed, tested, and documented by the contractor's testing agency.
 - 3. Compaction tests should be performed for every 5,000 square feet in pavement areas with a minimum of three tests per lift.
 - 4. Pavement Sub-grade: One test for each 200 square yards, but in no case fewer than one test per 100 LF of pavement sub-grade construction.
 - 5. Curb, Gutter: One test for each 200 LF, but in no case fewer than two tests.
 - 6. Trenches: One test at a maximum 50 foot intervals per 2 foot of vertical lift and at changes in required density, but in no case fewer than one test per separate work area.

3.20 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Topsoil: Topsoil Excavated on-site or imported.
 - 1. Graded.
 - 2. Free of roots, rocks larger than ½ inch, subsoil debris, large weeds and foreign matter.
- C. Grading Preparation:
 - 1. Identify required lines, levels, contours, and datum.
 - 2. Stake and flag locations of known utilities.
 - 3. Locate, identify, and protect from damage above and below grade utilities to remain.
 - 4. Notify utility company to remove and relocate utilities.
- D. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations.
 - 1. Remove topsoil from areas of construction, without mixing with foreign materials.
 - 2. Do not remove topsoil when wet.
 - 3. Remove subsoil from areas to be further excavated, re-landscaped, or re-graded.
 - 4. Do not remove wet subsoil, unless it is subsequently processed to obtain optimum moisture
- E. Finish Grading
 - 1. Before Finish Grading, Verify Building and trench backfilling have been inspected and subgrade has been contoured and compacted.
 - 2. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove soil contaminated with petroleum products.
 - 3. Where topsoil is to be placed, scarify with field cultivator to a surface to depth of 12 inches.

4. In areas where be vehicles or equipment have compacted soil, scarify surface to depth of 3 inches.
5. Place topsoil in areas where sodding and planting are indicated.
6. Place top soil where required to level finish grade.
7. Place topsoil during dry weather.
8. Near plants spread topsoil manually to prevent damage
9. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.
10. Lightly compact placed topsoil.

F. Tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

3.21 SUBSURFACE DRAINAGE

A. Subdrainage Pipe:

1. Perforated HDPE Pipe and Fittings:
 - a. NPS 6 and Smaller: ASTM F 405 or AASHTO M 252, Type CP; corrugated, for coupled joints.
 - b. Couplings: Manufacturer's standard, band type

B. Subsurface Drain: Place subsurface drainage geotextile as indicated on the drawings. Place a 6-inch course of filter material on subsurface drainage geotextile to support subdrainage pipe. Encase subdrainage pipe in a minimum of 18 inches of filter material, placed in compacted layers 6 inches thick, and wrap in subsurface drainage geotextile, overlapping sides and ends at least 6 inches.

1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698.

3.22 SUBBASE UNDER PAVEMENTS AND WALKS

A. Place subbase course on subgrades free of mud, frost, snow, ice.

B. On prepared subgrade, place subbase course under pavements and walks as follows:

1. Place base course material over subbase course under hot-mix asphalt and concrete pavements.
2. Shape subbase course to required crown elevations and cross-slope grades.
3. Place subbase course 6 inches or less in compacted thickness in a single layer.
4. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
5. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

C. Pavement Shoulders: Place shoulders along edges of subbase course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase layer to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.23 FIELD QUALITY CONTROL

- A. Special Inspections: Construction Manager will engage a qualified special inspector to perform the following special inspections:
 - 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 - 2. Determine that fill material and maximum lift thickness comply with requirements.
 - 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Contractor shall engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
 - 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.24 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Landscape Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.25 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Prevention of erosion due to excavating contractor's construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Prevention of pollution of air due to dust and particulate matter.
- D. Restoration of areas eroded due to insufficient preventive measures.
- E. Performance bond.
- F. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

1.2 RELATED REQUIREMENTS

- A. Section 31 2000 – Earth Moving: Temporary and permanent grade changes for erosion control.

1.3 REFERENCE STANDARDS

- A. ASTM D 4355 - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc Type Apparatus; 2007.
- B. ASTM D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity; 1999a (Reapproved 2004).
- C. ASTM D 4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2004.
- D. ASTM D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles; 2008.
- E. ASTM D 4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile; 2004.
- F. ASTM D 4873 - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples; 2002.
- G. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit; current edition.
- H. FHWA FLP-94-005 - Best Management Practices for Erosion and Sediment Control; Federal Highway Administration; 1995.

1.4 PERFORMANCE REQUIREMENTS

- A. Comply with all requirements of U.S. Environmental Protection Agency for erosion and sedimentation control, as specified for the National Pollutant Discharge Elimination System (NPDES), Phases I and II, under requirements for the 2003 Construction General Permit (CGP), whether the project is required by law to comply or not.
- B. Also comply with all more stringent requirements of State of Minnesota Erosion and Sedimentation Control Manual.
- C. Contractor shall prevent soil loss during construction due to wind erosion throughout construction. Dust shall be suppressed through the application of water, as deemed necessary by the contractor, or through equivalent BMPs as approved by the engineer.
- D. Best Management Practices Standard: Federal Highway Administration Best Management Practices for Erosion and Sediment Control.
- E. Provide to Owner a Performance Bond covering erosion and sedimentation preventive measures only, in an amount equal to 100 percent of the cost of erosion and sedimentation control work.
- F. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- G. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
 - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
 - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- H. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
 - 1. Control movement of sediment and soil from temporary stockpiles of soil.
 - 2. Prevent development of ruts due to equipment and vehicular traffic.
 - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- I. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
 - 1. Prevent windblown soil from leaving the project site through the application of water or equivalent BMPs as approved by the engineer.
 - 2. Prevent tracking of mud onto public roads outside site.
 - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
 - 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- J. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
 - 2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- K. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary

sewers.

1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- L. Open Water: Prevent standing water that could become stagnant.
- M. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

1.5 SUBMITTALS

- A. Erosion and Sedimentation Control Plan:
1. Submit within 2 weeks after Notice to Proceed.
 2. Include:
 - a. Site plan identifying soils and vegetation, existing erosion problems, and areas vulnerable to erosion due to topography, soils, vegetation, or drainage.
 - b. Site plan showing grading; new improvements; temporary roads, traffic accesses, and other temporary construction; and proposed preventive measures.
 - c. Where extensive areas of soil will be disturbed, include storm water flow and volume calculations, soil loss predictions, and proposed preventive measures.
 - d. Schedule of temporary preventive measures, in relation to ground disturbing activities.
 - e. Other information required by law.
 - f. Format required by law is acceptable, provided any additional information specified is also included.
 3. Obtain the approval of the Plan by authorities having jurisdiction.
 4. Obtain the approval of the Plan by Owner.
- B. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.
- C. Inspection Reports: Contractor shall document the implementation of the erosion and sedimentation control plan through date-stamped photos and inspection logs/reports. Reports shall include at minimum, descriptions of all employed BMPs (including both measures to prevent soil loss due to runoff and soil loss due to wind erosion), BMPs deemed unnecessary due to site conditions, corrective actions taken in response to problems, and any additional information relevant to the condition of the erosion and sediment control plan as it was established at the time of construction.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
- B. Silt Fence Fabric: Polypropylene geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
1. Average Opening Size: 30 U.S. Std. Sieve, maximum, when tested in accordance with ASTM D 4751.

2. Permittivity: 0.05 sec⁻¹, minimum, when tested in accordance with ASTM D 4491.
 3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D 4355 after 500 hours exposure.
 4. Tensile Strength: 100 lb-f, minimum, in cross-machine direction; 124 lb-f, minimum, in machine direction; when tested in accordance with ASTM D 4632.
 5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D 4632.
 6. Tear Strength: 55 lb-f, minimum, when tested in accordance with ASTM D 4533.
 7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
- C. Silt Fence Posts: One of the following, minimum 5 feet long:
1. Steel U- or T-section, with minimum mass of 1.33 lb per linear foot.
 2. Softwood, 4 by 4 inches in cross section.
 3. Hardwood, 2 by 2 inches in cross section.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.02 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.3 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
1. Width: As required; 20 feet, minimum.
 2. Length: 25 feet, minimum.
 3. Provide at each construction entrance from public right-of-way.
 4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Linear Sediment Barriers: Made of silt fences.
1. Provide linear sediment barriers:
 - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
 2. Space sediment barriers with the following maximum slope length upslope from barrier:
 - a. Slope of Less Than 2 Percent: 100 feet..
 - b. Slope Between 2 and 5 Percent: 75 feet.
 - c. Slope Between 5 and 10 Percent: 50 feet.
 - d. Slope Between 10 and 20 Percent: 25 feet.
 - e. Slope Over 20 Percent: 15 feet.
- D. Storm Drain Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
 2. Other methods as shown on the drawings or permit documents.

- E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- G. Soil Stockpiles: Protect using one of the following measures:
 - 1. Cover with polyethylene film, secured by placing soil on outer edges.
 - 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hay.
- H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
- I. Temporary Seeding: Use where temporary vegetated cover is required.

3.4 INSTALLATION

- A. Traffic-Bearing Aggregate Surface:
 - 1. Excavate minimum of 6 inches.
 - 2. Place geotextile fabric full width and length, with minimum 12 inch overlap at joints.
 - 3. Place and compact at least 6 inches of 1.5 to 3.5 inch diameter stone.
- B. Silt Fences:
 - 1. Store and handle fabric in accordance with ASTM D 4873.
 - 2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch high barriers with minimum 36 inch long posts spaced at 6 feet maximum, with fabric embedded at least 4 inches in ground.
 - 3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum, with fabric embedded at least 6 inches in ground.
 - 4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.
 - 5. Install with top of fabric at nominal height and embedment as specified.
 - 6. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
 - 7. Fasten fabric to wood posts using one of the following:
 - a. Four 3/4 inch diameter, 1 inch long, 14 gage nails.
 - b. Five 17-gage staples with 3/4 inch wide crown and 1/2 inch legs.
 - 8. Fasten fabric to steel posts using wire, nylon cord, or integral pockets.
 - 9. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.
- C. Temporary Seeding:
 - 1. When hydraulic seeder is used, seedbed preparation is not required.
 - 2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
 - 3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft.
 - 4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft.
 - 5. Incorporate fertilizer into soil before seeding.
 - 6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
 - 7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.

8. Repeat irrigation as required until grass is established.

3.5 MAINTENANCE

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
 1. Promptly replace fabric that deteriorates unless need for fence has passed.
 2. Remove silt deposits that exceed one-third of the height of the fence.
 3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Clean out temporary sediment control structures weekly and relocate soil on site.
- E. Place sediment in appropriate locations on site; do not remove from site.

3.6 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Landscape Architect.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Hot-mix asphalt paving.
- B. Related Requirements:
 - 1. Section 31 2000 "Earth Moving" for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.

1.3 STATE DEPARTMENT OF TRANSPORTATION INDEX FOR PETROLEUM

- A. Work of this Section is affected by pricing uncertainty. **Cost adjustments for asphalt pricing shall be on the State Department of Transportation asphalt placing index for petroleum. A price adjustment shall be made for the percentage difference at the time of installation in excess of 5% over or 5% under the published month asphalt placing index at time of bidding. The successful Bidder shall be responsible for any increase or decrease in asphalt petroleum pricing up to 5%.**

1.4 ACTION SUBMITTALS

- A. Submittals:
 - 1. For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement indicating cost for each product having recycled content.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of state or local DOT for asphalt paving work.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
1. Prime Coat: Minimum surface temperature of 60 deg F.
 2. Tack Coat: Minimum surface temperature of 60 deg F.
 3. Slurry Coat: Comply with weather limitations in ASTM D 3910.
 4. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 5. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 - PRODUCTS**2.1 AGGREGATES**

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- C. Fine Aggregate: ASTM D 1073 or AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: ASTM D 242/D 242M or AASHTO M 17, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320, PG 64-22.
- B. Asphalt Paving Mixes and Mix Design:
1. Wearing Course: State of Minnesota Highways Standards MnDOT Mix (2,b) SPWEA240B (MnDOT 2360), 2.5" thick.
- C. Tack Coat: In accordance with State of Minnesota Highway Standards MnDOT Spec 2357.
- D. Water: Potable.
- E. Undersealing Asphalt: ASTM D 3141/D 3141M; pumping consistency.

2.3 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires, asphalt shingles, or glass from sources

and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.

- B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.
- C. Sand: ASTM D 1073 or AASHTO M 29, Grade No. 2 or No. 3.
- D. Joint Sealant: ASTM D 6690 or AASHTO M 324, Type I, hot-applied, single-component, polymer-modified bituminous sealant.

2.4 MIXES

- A. Recycled Content of Hot-Mix Asphalt: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 10 percent or more than 15 percent by weight.
 - 1. Surface Course Limit: Recycled content no more than 10 percent by weight.
- B. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes; designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade and granular base is dry and in suitable condition to support paving and imposed loads.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Primer: Apply primer in accordance with manufacturer's instructions.
 - 1. Apply primer on aggregate base or subbase at uniform rate of 1/3 gal/sq yd.

2. Use clean sand to blot excess primer.
- C. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
 1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.
- D. Tack Coat: Apply tack coat in accordance with manufacturer's instructions.
 1. Apply tack coat on asphalt or concrete surfaces over subgrade surface at uniform rate per MnDOT Spec 2357.
 2. Apply tack coat to contact surfaces of curbs, gutters, and adjacent concrete pavement.
 3. Coat surfaces of manhole frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.
 4. Allow to dry until at proper condition to receive paving.

3.3 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface within 24 hours of applying primer or tack coat, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 1. Place hot-mix asphalt wearing course to 2.5 inches compacted thickness.
 2. Spread mix at a minimum temperature of 250 deg F.
 3. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
 2. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.4 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 1. Clean contact surfaces and apply tack coat to joints.
 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.5 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927 or AASHTO T 245, but not less than 94 percent or greater than 100 percent or 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.6 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 1. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Surface Course: 1/8 inch.

3.7 FIELD QUALITY CONTROL

- A. See section 01 4000 – Quality Requirements, for general requirements for quality control.
- B. Testing Agency: Construction Manager may engage a qualified testing agency to perform tests and inspections.
- C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979 or AASHTO T 168.
 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than three cores taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- F. Replace and compact hot-mix asphalt where core tests were taken.
- G. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.8 WASTE HANDLING

- A. General: Handle asphalt-paving waste according to approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."

END OF SECTION

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Walks.
- B. Related Sections:
 - 1. Section 312000 "Earthmoving".

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Data: Indicate pavement thickness, designed concrete strength, concrete mix design, reinforcement, and typical details.
- C. Submittals:
 - 1. Product Data: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement indicating cost for each product having recycled content.
 - 2. Product Certificates: For products and materials required to comply with requirements for regional materials indicating location and distance from Project of material manufacturer and point of extraction, harvest, or recovery for each raw material.
 - 3. Design Mixtures: For each concrete mixture containing fly ash as a replacement for portland cement or other portland cement replacements. For each design mixture submitted, include an equivalent concrete mixture that does not contain portland cement replacements, to determine amount of portland cement replaced.

1.5 QUALITY ASSURANCE

- A. Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.
- B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
- C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- D. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.
- E. ACI Publications: Comply with ACI 301 unless otherwise indicated.
- F. Provide tactile warning surfaces which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act Title 49 CFR Transportation, Part 37.9 standards for accessible transportation facilities, Appendix A, Section 4.29.2 detectable warnings on walking surfaces.

1.6 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

- A. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 deformed bars.
- B. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A coated.
- C. Epoxy-Coated, Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60, plain-steel bars.
- D. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.
- E. Hook Bolts: ASTM A 307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

- F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
 - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
- G. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - 1. Portland Cement: ASTM C 150, gray portland cement Type I/II. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class C or Class F.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
 - 2. Blended Hydraulic Cement: ASTM C 595, Type IS, portland blast-furnace slag or Type IP, portland-pozzolan cement.
- B. Normal-Weight Aggregates: ASTM C 33, Class 4S, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.
 - 1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: Potable and complying with ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.4 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry or cotton mats.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.5 RELATED MATERIALS

- A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
 - 1. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- D. Chemical Surface Retarder: Water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.

2.6 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
 - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
 - 1. Concrete Compressive Strength: 4000 psi in accordance with ASTM C 39/C 39M at 28 days.
 - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
 - 3. Slump Limit: 4 inches tested in accordance with ASTM 143.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 - 1. Air Content: 6 percent plus or minus 1.5 percent for 1-1/2-inch nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture, plasticizing, and retarding admixture in concrete as required for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- F. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used,

by not less than 40 percent. Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Pozzolan: 25 percent.
2. Ground Granulated Blast-Furnace Slag: 50 percent.
3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

2.7 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M. Furnish batch certificates for each batch discharged and used in the Work.
 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
 1. Completely proof-roll subbase in one direction. Limit vehicle speed to 3 mph.
 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Section 312000 "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.
- B. Moisten base to minimize absorption of water from fresh concrete.
- C. Notify Landscape Architect minimum 24 hours prior to commencement of concreting operations.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
 - 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 3/16-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks. Cut 1/3 into depth of slab.
- C. Edging: After initial floating, tool edges of paving and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.5 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- C. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- D. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- E. Screed paving surface with a straightedge and strike off.
- F. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- G. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- H. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.

3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- I. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Fog-spray forms, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these as follows:
 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period using cover material and waterproof tape.
 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected

to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.8 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
 - 1. Elevation: 3/4 inch.
 - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 - 3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/2 inch.
 - 4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
 - 5. Joint Spacing: 3 inches.
 - 6. Contraction Joint Depth: Plus 1/4 inch, no minus.
 - 7. Joint Width: Plus 1/8 inch, no minus.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Construction Manager may engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
 - 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 - 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

3.10 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Fertilizing.
- D. Sod installation.
- E. Seeding installation.

1.2 RELATED REQUIREMENTS

- A. Section 31 2000 – Earth Moving: Topsoil material.
- B. Section 31 2000 – Earth Moving: Preparation of subsoil and placement of topsoil in preparation for the work of this section.

1.3 REFERENCE STANDARDS

- A. TPI (SPEC) - Guideline Specifications to Turfgrass Sodding; Turfgrass Producers International; 2006.

1.4 SUBMITTALS

- A. Certification: Submit certification of grass species and location of sod source.
- B. Fertilizer Product Data.
- C. Maintenance Contract.

1.5 QUALITY ASSURANCE

- A. Sod Producer: Company specializing in sod production and harvesting with minimum five years experience, and certified by the State of Minnesota.
- B. Installer Qualifications: Company approved by the sod producer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sod on pallets. Protect exposed roots from dehydration.
- B. Do not deliver more sod than can be laid within 24 hours.

PART 2 PRODUCTS**2.1 MATERIALS**

- A. Sod: TPI, Certified Turfgrass Sod quality; cultivated grass sod; type indicated in GENERAL SODDING & TOPSOIL NOTES on the Drawings; with strong fibrous root system, free of stones,

burned or bare spots; containing no more than 5 weeds per 1000 sq ft. Minimum age of 18 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.

1. Cultured Kentucky Blue Grass Type: 100 percent.
- B. Seed; MnDOT Low Maintenance Turf Seed Mix 25-131.
- C. Fertilizer: granular type; recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated by analysis.
- D. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that prepared soil base is ready to receive the work of this section.

3.2 PREPARATION

- A. Prepare subgrade in accordance with Section 31 2000— Earth Moving.
- B. Place topsoil in accordance with Section 31 2000 – Earth Moving.
- C. Install edging at periphery of seeded areas in straight lines to consistent depth.

3.3 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to installation of sod.
- C. Apply fertilizer no more than 48 hours before laying sod.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

3.4 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod immediately after delivery to site to prevent deterioration.
- C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- D. Lay smooth. Align with adjoining grass areas.
- E. Place top elevation of sod 1/2 inch below adjoining paving.
- F. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
- G. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

3.5 MAINTENANCE

- A. Provide maintenance of sodded areas for three months from Date of Substantial Completion.
- B. Water to prevent grass and soil from drying out.
- C. Roll surface to remove irregularities.

END OF SECTION

18445 Territorial Park - Rogers

SECTION 32 9400
PLANTING ACCESSORIES AND MULCH

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Edging and Landscape Fabric.
- B. Pre and Post Herbicides.
- C. Mulch.

1.02 RELATED REQUIREMENTS

- A. Section 312000 – Earth Moving: Topsoil material.
- B. Section 312000 – Earth Moving: Preparation of subsoil and placement of topsoil in preparation for the work of this section.
- C. Section 329200 – Turf and Grasses

1.03 SUBMITTALS

- A. Product Data.

1.04 QUALITY ASSURANCE

- A. Mulch: Company frequently produces specified mulch, weed and debris free.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. If mulch is delivered to the site and are stored prior to installation, mulch shall be stored away from construction activity to prevent dust and debris mitigating into the mulch.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Edging: 3/16 inch x 6" poly edging, color black.
- B. Landscape Fabric: MnDOT Type IV Geotextile Fabric.
- C. Pre-emergent herbicide: Granular, Landscape Ornamental Granular Pre-emergent Herbicide for use of Ornamental plantings.
- D. Mulch:
 - 1. Dresser Trap Rock, 1-1/2" Dia.

PART 3 EXECUTION**3.01 EXAMINATION AND PREPARATION**

- A. Verify that prepared soil base is ready to receive the work of this section.
- B. Prepare subgrade in accordance with Section 31 2000– Earth Moving

3.02 EDGING

- A. Install specified poly edging in the locations shown on the drawings per the manufacturer's recommendations/instructions.

18445 Territorial Park - Rogers

3.03 MULCHES

- A. Dresser Trap Rock: Prepare and compact subgrade to three (3) inches below adjacent concrete pavement. Place specified landscape fabric on top of subgrade. Install Dresser Trap Rock three (inches) in depth staying flush with the concrete pavement and completely covering the landscape fabric. Wet down Dresser Trap Rock to remove any dust particles from the top layer.

END OF SECTION

SECTION 33 0513
MANHOLES AND STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Monolithic concrete manholes with masonry transition to lid frame, covers, anchorage, and accessories.
- B. Modular precast concrete manhole sections with tongue-and-groove joints with masonry transition to lid frame, covers, anchorage, and accessories.
- C. Monolithic FRP manholes with transition to lid frame, covers, anchorage, and accessories.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. ASTM A 48/A 48M - Standard Specification for Gray Iron Castings; 2003 (Reapproved 2008).
- B. ASTM C 478 - Standard Specification for Precast Reinforced Concrete Manhole Sections; 2009.
- C. ASTM C 478M - Standard Specification for Precast Reinforced Concrete Manhole Sections [Metric]; 2009.
- D. ASTM C 923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals; 2008.
- E. ASTM C 923M - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals [Metric]; 2008b.
- F. ASTM D 3753 - Standard Specification for Glass-Fiber-Reinforced Polyester Manholes and Wetwells; 2005.

1.04 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.05 FIELD CONDITIONS

- A. Cold and Hot Weather Requirements: Comply with requirements of ACI 530.1/ASCE 6/TMS 602 or applicable building code, whichever is more stringent.

1.06 SUBMITTALS

- A. See Section 01 3000 – “Project Management and Coordination”, for submittal procedures.
- B. Manufacturers’ Literature and Data:
 - 1. Pipe, Fittings, and Appurtenances.
 - 2. Jointing Material.
 - 3. Manhole and Structure Material, including shop drawings of each structure.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Manhole Sections: Reinforced precast concrete in accordance with ASTM C 478 (ASTM C 478M), with resilient connectors complying with ASTM C 923 (ASTM C 923M).
- B. Manhole Sections: ASTM D 3753, glass-fiber reinforced polyester with integral steps.

- C. Concrete: As specified in Section 03 3000.
- D. Mortar and Grout: As specified in Section 04 2000, Type S.
- E. Concrete Reinforcement: As specified in Section 03 3000.

2.02 COMPONENTS

- A. Lid and Frame: ASTM A 48/A 48M, Class 30B Cast iron construction, machined flat bearing surface, live load rating of AASHTO H20; sealing gasket; lid molded with identifying name. Provide type as noted on plan.

2.03 CONFIGURATION

- A. Shaft Construction: Concentric with concentric cone top section; lipped male/female dry joints; sleeved to receive pipe sections.
- B. Shape: Cylindrical.
- C. Clear Inside Dimensions: As indicated.
- D. Pipe Entry: Provide openings as indicated.
- E. Steps: As required by code.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify items provided by other sections of Work are properly sized and located.
- B. Verify that built-in items are in proper location, and ready for roughing into Work.
- C. Verify excavation for manholes is correct.

3.02 MANHOLES

- A. Place concrete base pad, trowel top surface level.
- B. Place manhole sections plumb and level, trim to correct elevations, anchor to base pad.
- C. Form and place manhole cylinder plumb and level, to correct dimensions and elevations. As work progresses, build in fabricated metal items.
- D. Cut and fit for pipe.
- E. Grout base of shaft sections to achieve slope to exit piping. Trowel smooth. Contour as required.
- F. Set cover frames and covers level without tipping, to correct elevations.
- G. Coordinate with other sections of work to provide correct size, shape, and location.

END OF SECTION

SECTION 33 4111
SITE STORM UTILITY DRAINAGE PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Storm drainage piping, fittings, and accessories.
- B. Connection of drainage system to municipal sewers.

1.02 RELATED REQUIREMENTS

- A. Section 31 2000 – “Earth Moving” for excavating, bedding, and backfilling.
- B. Section 03 3000 – “Maintenance of Cast-in-Place Concrete” for concrete for cleanout base pad construction.
- C. City of Rosemount - Engineering Standards.
- D. 2020 Edition of MnDOT Standard Construction Specifications (Including Supplements).

1.03 SUBMITTALS

- A. See Section 01 3000 – “Project Management and Coordination”, for submittal procedures.
- B. Product Data: Provide data indicating pipe, pipe accessories.
- C. Project Record Documents:
 - 1. Record location of pipe runs, connections, catch basins, cleanouts, and invert elevations.
 - 2. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.04 REGULATORY REQUIREMENTS

- A. Conform to applicable code for materials and installation of the Work of this section as indicated on the Civil Drawings.

PART 2 PRODUCTS

2.01 SEWER PIPE MATERIALS

- A. PVC (Polyvinyl Chloride) or RCP (Reinforced Concrete Pipe) as indicated on the drawings.

2.02 PIPE ACCESSORIES

- A. Pipe Joints: Mechanical clamp ring type, stainless steel expanding and contracting sleeve, neoprene ribbed gasket for positive seal.
- B. Fittings: Same material as pipe molded or formed to suit pipe size and end design, in required tee, bends, elbows, cleanouts, reducers, traps and other configurations required.

2.03 CATCH BASIN, CLEANOUT, AND AREA DRAIN COMPONENTS

- A. Furnish products as indicated on the Civil drawings.
- B. Catch Basins and manholes shall be pre-cast concrete per applicable MnDOT and City specifications.

2.04 BEDDING AND COVER MATERIALS

- A. Bedding: As specified in Section 31 2000 – “Earth Moving”.
- B. Cover: As specified in Section 31 2000 – “Earth Moving”.

PART 3 EXECUTION**3.01 TRENCHING**

- A. See Section 31 2000 – “Earth Moving” for additional requirements.
- B. Backfill around sides and to top of pipe with cover fill, tamp in place and compact, then complete backfilling.

3.02 INSTALLATION - PIPE

- A. Lay pipe to slope gradients noted on layout drawings; with maximum variation from true slope of 1/8 inch in 10 feet.
- B. Connect to building storm drainage system, foundation drainage system, and utility/municipal sewer system.

3.03 INSTALLATION - CATCH BASINS AND CLEANOUTS

- A. Form bottom of excavation clean and smooth to correct elevation.
- B. Form and place cast-in-place concrete base pad, with provision for sewer pipe end sections.
- C. Establish elevations and pipe inverts for inlets and outlets as indicated.
- D. Mount lid and frame level in grout, secured to top cone section to elevation indicated.

3.04 FIELD QUALITY CONTROL

- A. Perform field inspection in accordance with Section 01 4000 – “Quality Requirements”.

3.05 PROTECTION

- A. Protect pipe and bedding cover from damage or displacement until backfilling operation is in progress.

END OF SECTION



ANDERSON

SPECIAL PROVISIONS

TERRITORIAL PARK PROJECT CITY OF ROGERS, MINNESOTA

If any items contained herein are contradicted by other portions of the specifications, the Special Provisions shall govern.

SP-01 BASE BID ITEM 10 - EARTHWORK: Stockpiling and resspreading topsoil and all subgrade grading to meet the proposed grades. The contractor is responsible for the removal and disposal of excess materials and/or imported earthwork materials and shall be considered incidental to the project. All disturbed areas outside of the project limits shown shall be restored to its original condition.

SP-02 BASE BID ITEM 29 & 30 and BID ALTERNATE 1 ITEM 38: 8' wide structural timber boardwalks to be manufactured by Custom Bridges and Boardwalks or approved equal. Boardwalk shall include 42" railing in 8' sections, both sides and 4k Load with 6' panel spacing. Boardwalk shall include galvanized pan footings, galvanized upper brackets, and curb rail. All lumber, timber, piling and posts shall be treated with MCA preservative treatment and shall be in accordance with IBC standards. Submit color samples to the landscape architect for selection and approval. Contractor is responsible for hiring a licensed Professional Engineer (PE), registered in state of installation, to design and approve boardwalk structures. Construction drawings stamped by PE must be submitted to Project Manager/Landscape Architect for approval prior to beginning of construction. See Exhibit 1 for a reference drawing.

Custom Bridges and Boardwalks
606 Delco Drive. PO. Box 279.
Clinton, WI 53525
Phone: 608-676-2282
Email: contact@custombridgesandboardwalks.com

SP-03 BASE BID ITEM 2 – REMOVALS: Bid item to sawcut full depth as shown on the drawings. The contractor is responsible for the removal and disposal of all removed materials. Any damage to existing concrete pavement outside of the limits shown on the drawings shall be removed and replaced at the contractor's expense. Complete removal of trees including stumps and root system.

SP-04 BASE BID ITEM 22: Bid item to furnish and install Lithonia LED pole mounted luminaire (single-head) Model # DSX1-P3-40K-70CRI-T4M-MVOLT-RPA-PER7-HS-DDLXD on pole base. See light fixture schedule on sheet E101 for more information.

Holophane
Granville Business Park, Building A
3825 Columbus Rd.
Granville, Ohio 43023
Phone: 866-759-1577



ANDERSON

SP-05 BID ALTERNATE 1 ITEM 38 – SODDING: Bid item to furnish and install sod 6' from both edge of bituminous trail, both sides, and entire length of trail connection. Contractor responsible for furnishing water to site and to maintain sod for 90 days from date of substantial completion.

SP-06 BASE BID ITEM 28 – FOOTING & BASKETBALL HOOP STANDARDS: Bid item to furnish and install Dominator60XL basketball hoop standards consisting of 60"x36" backboard, 8"x8" base pole, 6"x6" upper pole, and concrete footings, or approved equal. See exhibit 2 for specifications. All basketball court equipment and footings shall be installed per manufacturer's specifications. Submit shop drawings of footings and basketball hoops prior to construction for approval.

Dominator
405 N. 880 W. Suite C. Lindon, UT. 84042
Phone: 801-768-4663

SP-07: All permits required for this project shall be obtained and paid for by the contractor. Contractor shall submit copies of the permits to the Owner and Landscape Architect.

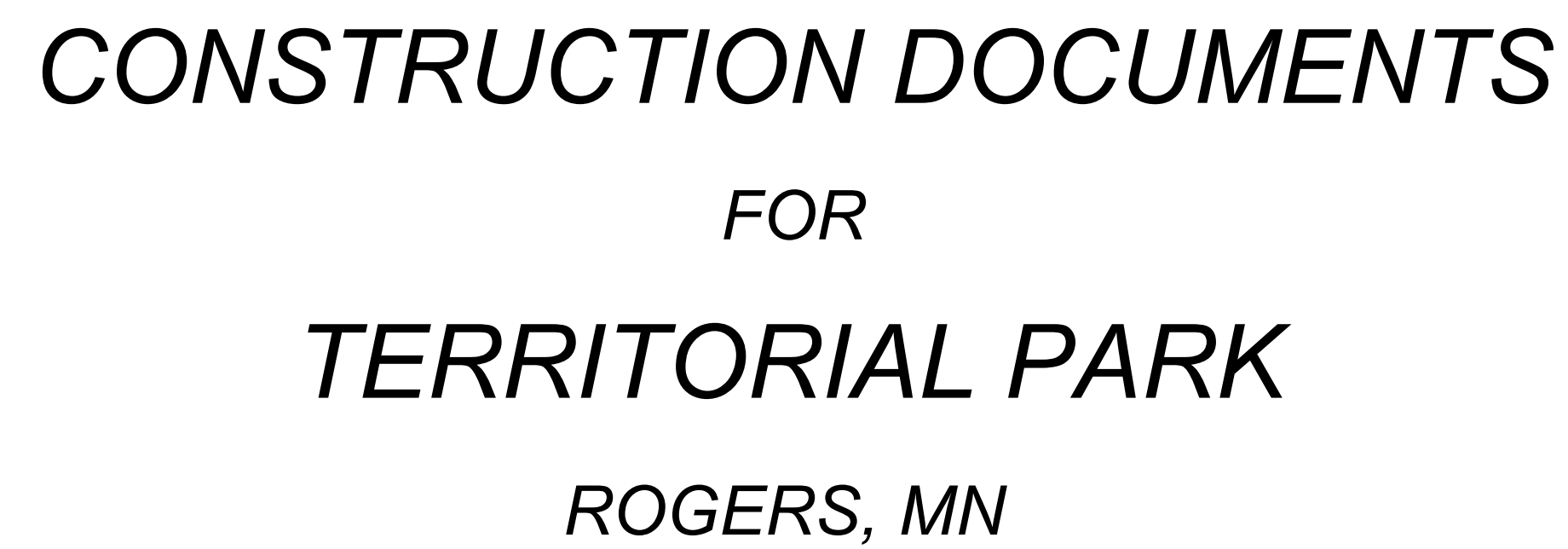
SP-08: All testing required for this project shall be conducted and paid for by the contractor. See individual technical specifications sections for required testing. Submit copies of test reports to the Owner and Landscape Architect.

SP-09: All construction staking shall be provided and paid for by the contractor. Digital files may be provided by the Owner/Landscape Architect at the request of the contractor.

SP-10: Provide access for hired playground contractor to complete the required work. Construction items adjacent to playground areas are to be completed by Sept. 1st, 2025. Items include the installation of the concrete playground curb around both play areas with playground subgrade and storm/drain tile piping. Items to also include concrete sidewalk between two play areas, concrete sidewalk adjacent to play area to south, and portion of adjacent bituminous trail. Portion of sidewalk around shade shelter structure to not be left unfinished until playground contractor has installed shade shelter footings. Contractor to coordinate with playground contractor and submit construction schedule for review and approval to Owner and Landscape Architect.

SP-11: BID ALTERNATE 1 ITEM 37 – EARTHWORK: Stockpiling and respreading topsoil and all subgrade grading to meet the proposed grades. The contractor is responsible for the removal and disposal of excess materials and/or imported earthwork materials and shall be considered incidental to the project. All disturbed areas outside of the project limits shown shall be restored to its original condition. Bid item to include the furnishing and installation of 20 LF of 8" HDPE with headwalls and rip rap as shown on the drawings.

END SPECIAL PROVISIONS



CITY OF ROGERS
MIKE BAUER
PARKS AND RECREATION DIRECTOR
22350 S. DIAMOND LAKE RD.
ROGERS, MN 55374

ANDERSON ENGINEERING OF MN, LLC
13605 1ST AVENUE NORTH, SUITE 100
PLYMOUTH, MN 55441



CITY OF ROGERS

100% CONSTRUCTION
DOCUMENTS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM
A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE
STATE OF MINNESOTA.

PRINT NAME: JOSEPH D. LUCHT, PLA

SIGNATURE: 

DATE 6/6/2025 LICENSE # 52858

REVISION LOG

[illegible]

JUNE 6, 2025

DESIGNED: ST	DRAWN: ST	CHECKED BY: JL
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DRAWING TITLE

COVER SHEET

DRAWING NO.

C001

PLOTTED: ----	COMM. NO. 18445
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<u>SHEET</u>	<u>DESCRIPTION</u>
C001	COVER SHEET
C100	EXISTING CONDITIONS & DEMOLITION PLAN
C101	SITE PLAN
C102	GRADING, EROSION CONTROL & DRAINAGE PLAN
C103	LANDSCAPE PLAN
C104	STORMWATER POLLUTION PREVENTION PLAN
C105	STORMWATER POLLUTION PREVENTION PLAN
C106	DETAILS
C107	DETAILS
C108	DETAILS
C109	DETAILS
C110	DETAILS
E101	ELECTRICAL PLAN

GENERAL NOTES

1. UNTIL THE REVISION BLOCK INDICATES "ISSUED FOR CONSTRUCTION," THE PLAN SET IS NOT CERTIFIED FOR CONSTRUCTION, AND THE CONTRACTOR ASSUMES ALL RISKS ASSOCIATED WITH BUILDING.
2. BASED ON AN EXISTING CONDITIONS SURVEY CONDUCTED BY ANDERSON ENGINEERING IN FEBRUARY 2025. THE EXISTING CONDITIONS PRESENTED ARE SUBJECT TO VARIATION. THE CONTRACTOR MUST VERIFY SITE CONDITIONS AND PROMPTLY COMMUNICATE ANY DISPARITIES IN WRITING TO THE ENGINEER.
3. UTILITY QUALITY LEVEL C IS APPLIED TO THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN, DETERMINED ACCORDING TO CI/ASCE 38-2 GUIDELINES. THE PRECISE LOCATION AND DEPTH OF SUBSURFACE UTILITIES, INCLUDING GAS, TELEPHONE, FIBER OPTIC, SEWER, WATER, PIPELINES, ELECTRICAL, AND CABLE TV, ARE UNKNOWN, AND THE INFORMATION SHOULD NOT BE RELIED UPON AS EXACT OR COMPLETE.
4. PRIOR TO STARTING WORK, THE CONTRACTOR MUST CONTACT GOPHER STATE ONE CALL (1-800-252-1166) AT LEAST 48 HOURS IN ADVANCE (EXCLUDING HOLIDAYS AND WEEKENDS) TO DETERMINE THE LOCATIONS OF UNDERGROUND UTILITIES.
5. PRIVATE UTILITY CONFLICTS SHOULD BE ANTICIPATED BY THE CONTRACTOR IN PROJECT SUBCUT AND TRENCH AREAS. THE CONTRACTOR MUST COORDINATE WITH UTILITY OWNERS FOR RELOCATION OR PROTECTION OF EXISTING UTILITIES, OR INSTALLATION OF NEW UTILITIES, WITH ALL ASSOCIATED COSTS BEING THE CONTRACTOR'S RESPONSIBILITY AND INCURRED WITH NO ADDITIONAL COST TO THE OWNER.
6. QUANTITIES ARE APPROXIMATE AND MAY VARY TO ENSURE SUCCESSFUL COMPLETION OF THE WORK.
7. COMPLIANCE WITH CITY, COUNTY, STATE, AND FEDERAL (INCLUDING OSHA) REGULATIONS AND CODES IS MANDATORY FOR ALL WORK AND MATERIALS.
8. COORDINATION OF WORK WITH OTHER CONTRACTORS OPERATING AT OR NEAR THE SITE IS THE RESPONSIBILITY OF THE CONTRACTOR.
9. THROUGHOUT CONSTRUCTION, THE CONTRACTOR MUST COORDINATE AND MAINTAIN ACCESS TO ADJACENT PROPERTIES.
10. THE CONTRACTOR IS TASKED WITH COORDINATING AND MAINTAINING MAIL, GARBAGE, AND RECYCLING SERVICES TO PROPERTIES DURING CONSTRUCTION.
11. RESPONSIBILITY FOR COORDINATING AND MAINTAINING STORMWATER DRAINAGE CONVEYANCE THROUGHOUT CONSTRUCTION, BOTH PIPED AND OVERLAND FLOW, LIES WITH THE CONTRACTOR.
12. COORDINATION AND MAINTENANCE OF WATER AND SANITARY FLOW TO AND FROM PROPERTIES ARE THE CONTRACTOR'S RESPONSIBILITY.
13. THE CONTRACTOR MUST COORDINATE AND MAINTAIN UTILITY SERVICES TO ADJACENT PROPERTIES AT ALL TIMES. UTILITY SERVICE INTERRUPTION IS PERMITTED ONLY WITH APPROVAL FROM THE OWNER, CITY, AND ADJACENT PROPERTIES.
14. COORDINATION WITH UTILITY SERVICES FOR SMALL UTILITY INSTALLATION FALLS UNDER THE CONTRACTOR'S RESPONSIBILITIES.
15. UNLESS SHOWN OR NOTED OTHERWISE, CONSTRUCTION LIMITS EXTEND TO THE PROPERTY LINE. CONSTRUCTION ACTIVITIES MUST BE RESTRICTED TO DESIGNATED AREAS AS INDICATED ON THE PLANS.
16. PRESERVATION AND PROTECTION OF EXISTING PAVEMENT, SITE FEATURES, UTILITIES, TREES, ETC., IS THE CONTRACTOR'S RESPONSIBILITY UNLESS OTHERWISE INDICATED.
17. THE CONTRACTOR MUST DOCUMENT EXISTING CONDITIONS THROUGH PHOTOS OR VIDEOS BEFORE CONSTRUCTION BEGINS. THIS INCLUDES ITEMS DESIGNATED TO REMAIN THAT MIGHT BE MISCONSTRUED AS DAMAGE CAUSED BY CONSTRUCTION OPERATIONS. ADEQUATELY DETAILED PHOTOGRAPHS OR VIDEO RECORDINGS, ALONG WITH PLANS AND NOTATIONS, MUST BE SUBMITTED TO THE ENGINEER AND OWNER BEFORE CONSTRUCTION BEGINS. ANY DAMAGE TO EXISTING PAVEMENT, CURBING, STRIPING, OR OTHER SITE FEATURES MUST BE REPLACED BY THE CONTRACTOR TO THE OWNER'S SATISFACTION, AT NO ADDITIONAL COST TO THE OWNER.
18. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING CONSTRUCTION.
19. BEFORE COMMENCING WORK, THE CONTRACTOR MUST NOTIFY THE OWNER AND ENGINEER IN WRITING OF ANY DISCREPANCIES OR CONFLICTS IN THE CONTRACT DOCUMENTS. NO FIELD CHANGES OR DEVIATIONS ARE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. FAILURE TO NOTIFY THE OWNER AND ENGINEER OF IDENTIFIABLE CONFLICTS BEFORE INSTALLATION RELIEVES THE OWNER AND ENGINEER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
20. ONE COPY OF EACH REQUIRED CONSTRUCTION PERMIT AND THE MOST CURRENT AND COMPLETE SET OF CONSTRUCTION DOCUMENTS, INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT, SPECIAL CONDITIONS AND PROVISIONS, ETC., MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
21. FULLY IMPLEMENTING AND ENFORCING SAFE WORK PRACTICES, INCLUDING BUT NOT LIMITED TO PERSONNEL MONITORING, USE OF TRENCHING, SHEETING, AND SHORING, SCAFFOLDING, MATERIALS HANDLING AND DRILLING, OPERATION OF EQUIPMENT, AND ENSURING PUBLIC SAFETY DURING WORK PROGRESS, IS THE CONTRACTOR'S RESPONSIBILITY.
22. PLANNING FOR AND ENSURING PERSONNEL COMPLY WITH OSHA SAFETY AND HEALTH STANDARDS (29 CFR 1910) AND GENERAL CONSTRUCTION STANDARDS (29 CFR 1926) IS PART OF THE CONTRACTOR'S RESPONSIBILITIES.
23. INITIATING, MAINTAINING, AND SUPERVISING SAFETY PRECAUTIONS AND PROGRAMS THROUGHOUT THE WORK PROJECT IS THE CONTRACTOR'S RESPONSIBILITY. ENSURING THE SAFETY OF EMPLOYEES ON THE PROJECT SITE AND OTHER AFFECTED PERSONS AND ORGANIZATIONS IS CRITICAL FOR THE CONTRACTOR. SAFETY DUTIES AND RESPONSIBILITIES EXTEND UNTIL ALL WORK IS COMPLETE, AND THE ENGINEER ISSUES NOTICE THAT THE WORK IS FINISHED.
24. HAZARDOUS MATERIALS, SUCH AS OIL, GASOLINE, PAINT, AND OTHER HAZARDOUS SUBSTANCES, MUST BE PROPERLY STORED BY THE CONTRACTOR. THIS INCLUDES SECONDARY CONTAINMENTS TO PREVENT SPILLS, LEAKS, OR OTHER DISCHARGES. ACCESS TO STORAGE AREAS MUST BE RESTRICTED TO PREVENT VANDALISM. HAZARDOUS WASTE STORAGE AND DISPOSAL MUST COMPLY WITH MPCCA REGULATIONS. IMMEDIATE REMOVAL OF SPILLS OF FUELS, OILS, OR OTHER CHEMICALS UPON DETECTION IS THE CONTRACTOR'S RESPONSIBILITY.



	PROPERTY LIMITS
	CONSTRUCTION LIMITS
	ADJACENT PROPERTY
	DELINEATED WETLAND (BY OWNER)
	WETLAND BUFFER
	PROPOSED CONCRETE C&G
	PROPOSED BITUMINOUS PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	NO PARKING ZONE
	HANDICAP STALL DESIGNATION

1	BASKETBALL COURT, SEE C106
2	PLAYGROUND AREA, SEE C106
3	BOARDWALK, SEE SPECIAL PROVISIONS
4	STREET LIGHT, SEE SPECIAL PROVISIONS
5	WETLAND BUFFER SIGN. 8" X 12" SIGN AS PER CITY OF ROGER SEE C107

THE CONTRACTOR, RESPONSIBLE FOR THE WORK'S COMPLETION, MUST COORDINATE CONSTRUCTION STAGING, WHETHER ON OR OFFSITE. IN THE EVENT OF AN OFFSITE STAGING AREA REQUIREMENT, THE CONTRACTOR MUST IDENTIFY, SECURE, AND COVER THE COST OF SAID AREA, WITH NO ADDITIONAL EXPENSE TO THE OWNER. PRIOR TO INITIATING WORK, SUBMIT A STAGING PLAN FOR REVIEW BY THE ENGINEER.

2. DIMENSIONS ARE REFERENCED TO THE FACE OF THE CURB UNLESS OTHERWISE SPECIFIED.

3. THE PAVEMENT SURFACE IS TO BE CLEANED AS DIRECTED BY THE CITY, COUNTY, MN/DOT, OR ENGINEER. JUST BEFORE THE APPLICATION OF PAVEMENT MARKINGS, CLEANING SHOULD INVOLVE BRUSHING WITH A NON-METALLIC ROTARY BROOM OR AS RECOMMENDED BY THE MATERIAL MANUFACTURER AND ACCEPTED BY THE CITY, COUNTY, MN/DOT, OR ENGINEER (INCIDENTAL).

4. IMMEDIATELY FOLLOWING PAVEMENT CLEANING, APPLY PAVEMENT MARKINGS.

5. PAVEMENT MARKING EDGE LINES SHOULD ONLY BE BROKEN AT INTERSECTIONS WITH PUBLIC ROADS AND PRIVATE ENTRANCES CONTROLLED BY A YIELD SIGN, STOP SIGN, OR TRAFFIC SIGNAL. THE BREAK POINT IS TO BE AT THE START OF THE INTERSECTIONS' RADIUS OR AT MARKED STOP LINES.

6. WHEN CONNECTING TO EXISTING ROADWAYS/PAVEMENT SECTIONS AT THE TERMINI OF PROPOSED NEW CONSTRUCTION, CUT VERTICALLY TO THE BOTTOM OF THE IN-PLACE SURFACING OR TO THE BOTTOM OF THE NEW SURFACING DESIGN, WHICHEVER IS DEEPER, THEN AT A 1V:20H TAPER TO THE BOTTOM OF THE RECOMMENDED SUBGRADE EXCAVATION.

7. THE CONTRACTOR MUST HAVE A MINIMUM OF TWO INDIVIDUALS WITH CURRENT ACI CONCRETE FLATWORK TECHNICIAN OR FLATWORK FINISHER CERTIFICATION, AND AT LEAST ONE OF THEM MUST BE PRESENT ONSITE FOR ALL CONCRETE POURS.

8. TAKE MEASURES TO PROTECT CONCRETE PAVING FROM DAMAGE, EXCLUDING TRAFFIC FROM PAVING FOR A MINIMUM OF 14 DAYS AFTER PLACEMENT. REPAIR OR REPLACE STAINED CONCRETE TO THE SATISFACTION OF THE OWNER AT NO COST TO THE OWNER.

9. CONSTRUCTION AND MATERIALS WITHIN THE RIGHT-OF-WAY MUST ADHERE TO CITY, COUNTY, AND MN/DOT SPECIFICATIONS AND STANDARDS. MN/DOT SPECIFICATIONS AND STANDARDS APPLY IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS, PAVING, PAVEMENT MARKINGS, AND SIGNAGE WITHIN THE SITE MUST MEET SPECIFIC REQUIREMENTS.

A. SITE BITUMINOUS SHALL MEET MN/DOT SPEC 2360 AND IN ACCORDANCE WITH DRAWING SPECIFICATIONS. MAXIMUM ALLOWABLE BITUMINOUS LIFT THICKNESS SHALL NOT BE GREATER THAN 3 INCHES. PLACE TACK COAT BETWEEN EACH LIFT AT A RATE SPECIFIED ON DRAWING DETAILS.

B. CONCRETE WALKS TO CONFORM TO MN/DOT SPEC 2461

C. CONCRETE CURB AND GUTTER TO CONFORM TO MN/DOT SPEC 2461

D. CONCRETE ISOLATION/EXPANSION JOINT MATERIAL: MN/DOT SPEC 3702, TYPE D-1 OR TYPE D-2, PROVIDE CAULKING/Joint SEALANT AND BACKER ROD AS RECOMMENDED BY JOINT MANUFACTURER.

E. CONCRETE CURING MATERIAL TO CONFORM TO MN/DOT SPEC 3754. CONCRETE SEALER TO BE SILOX-A-TIK 8500, ARMOR SX5000, OR APPROVED EQUAL AND TO BE APPLIED PER MANUFACTURER INSTRUCTIONS.

F. CONCRETE PLACING, FINISHING, CURING, AND PROTECTION TO CONFORM TO MN/DOT SPEC 2461, 2521, AND 2531 AND APPLICABLE ACI STANDARDS.

G. AGGREGATE BASE TO CONFORM TO MN/DOT SPEC 3138, CLASS 5 AGGREGATE BASE, 100% GRUSHED VIRGIN AGGREGATE OR APPROVED EQUAL.

H. PAVEMENT MARKINGS TO CONFORM TO MN/DOT SPEC 2582. ALLOW NEW PAVEMENT TO CURE FOR A MINIMUM OF 14 DAYS BEFORE PRIOR TO APPLYING PAVEMENT MARKINGS.

10. IMPLEMENT FIELD QUALITY CONTROL MEASURES.

A. TEST THE CONCRETE AIR CONTENT (ASTM C231), CONCRETE SLUMP (ASTM C143), AIR AND CONCRETE TEMPERATURE, AND 7- AND 28-DAY COMPRESSIVE STRENGTH (ASTM C31, C39, AND C172) WHERE APPLICABLE, CONDUCT TESTS IN ACCORDANCE WITH THE MN/DOT SCHEDULE OF MATERIALS CONTROL.

B. ENSURE THAT ALL BITUMINOUS PAVEMENT DENSITY ADHERES TO MN/DOT SPEC 2360.3.0.2 USING THE ORDINARY COMPACTING METHOD. THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING A ROLL PATTERN FOR EACH COURSE OF PAVING DAILY.

C. CONDUCT A TEST ROLL OF THE SUBGRADE AND AGGREGATE BASE FOLLOWING MN/DOT SPECS 221 FOR AGGREGATE BASE AND 222 FOR SUBGRADE ROLLING. THE TEST ROLL MUST BE WITNESSED BY THE ENGINEER OR GEOTECHNICAL ENGINEER.

11. TOLERANCES:

A. ENSURE THAT BITUMINOUS PAVEMENT LIFT, GRADE, AND THICKNESS CONFORM TO MN/DOT SPEC 2360.3.0.2

B. CONCRETE PAVEMENT TO CONFORM TO MN/DOT SPEC 2521.3.D.3

C. CONCRETE CURB AND GUTTER TO CONFORM TO MN/DOT SPEC 2531.3

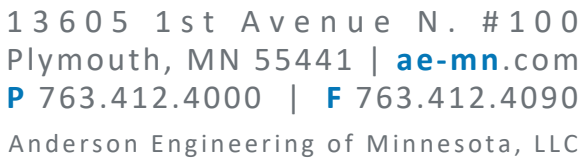
D. PAVEMENT MARKINGS TO CONFORM TO MN/DOT SPEC 2582.3.C

12. CONTRACTOR SHALL PROVIDED CONCRETE JOINTS TO MATCH EXISTING ADJACENT WORK AND AS FOLLOWS:

A. CONTROL JOINTS - MAINTAIN AN ASPECT RATIO (LENGTH TO WIDTH) OF CONTROL JOINTS AS CLOSE TO 1:1 AS FEASIBLE, AVOIDING AN ASPECT RATIO GREATER THAN 1.5:1. MATCH THE EXISTING PATTERN WHERE APPLICABLE. THE MAXIMUM SPACING FOR CONTROL JOINTS SHOULD BE 24 TIMES THE SLAB THICKNESS, UP TO A MAXIMUM OF 12 FEET ADDITIONALLY, JOINT INTERSECTION ANGLES LESS THAN 60 DEGREES ARE NOT ALLOWED, AND PANEL WIDTHS LESS THAN 6 INCHES AT ANY POINT ARE PROHIBITED. JOINTING MUST ACCOMMODATE IN-PAVEMENT STRUCTURES THROUGH JOINTING AND BOXOUTS. THE CONTRACTOR IS REQUIRED TO SUBMIT A JOINTING PLAN FOR ENGINEER ACCEPTANCE.

B. EXPANSION JOINTS - EXPANSION/ISOLATION JOINTS MUST BE PROVIDED AT VARIOUS LOCATIONS, INCLUDING THOSE WHERE ABRUPT CHANGES IN DIRECTION OCCUR, WHERE CHANGES IN WIDTH TAKE PLACE, WHERE ADJOINING EXISTING CONCRETE IS PRESENT, AT LOCATIONS ABUTTING THE BUILDING AND OTHER SITE FEATURES SUCH AS RAMPS, STAIRS, LANDINGS, CONCRETE APRONS, ARCHITECTURAL AND LANDSCAPE FEATURES, ETC., AND AT LOCATIONS WITH CHANGES IN DEPTH, INCLUDING PAVEMENT ADJACENT TO THE CURB.

13. INSTALL A MINIMUM 6-INCH CLASS 5 AGGREGATE BASE UNDER CURB AND GUTTER AS DETAILED.



ASHBURY DRIVE
ROGERS, MN 55374

CITY OF ROGERS

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AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE
STATE OF MINNESOTA.
PRINT NAME: JOSEPH D. LUCHT, PLA
SIGNATURE:
DATE 6/6/2025 LICENSE # 52858

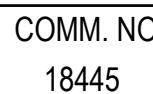
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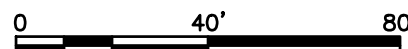
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COMM. NO
18445



<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>COMMON / BOTANICAL NAME</u>	<u>CONT.</u>	<u>SIZE</u>
TREES					
	Jm	31	MEDORA JUNIPER JUNIPERUS SCOPULORUM 'MEDORA'	CONT.	6' HT.
	Pd	26	BLACK HILLS WHITE SPRUCE PICEA GLAUCA 'DENSATA'	B&B	8' HT.
<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>COMMON / BOTANICAL NAME</u>	<u>CONT.</u>	<u>SIZE</u>
SHRUBS					
	Cb	31	BAYLEY'S RED TWIG DOGWOOD CORNUS SERICEA 'BAILEY'	B&B	5 GAL.

NORTH



Page 371 of 42

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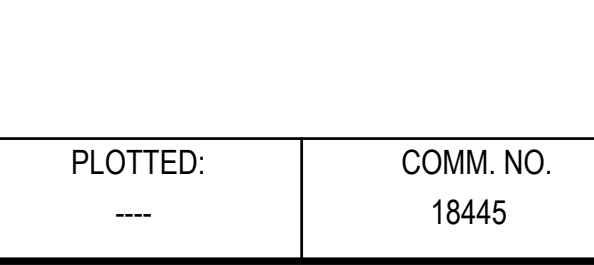
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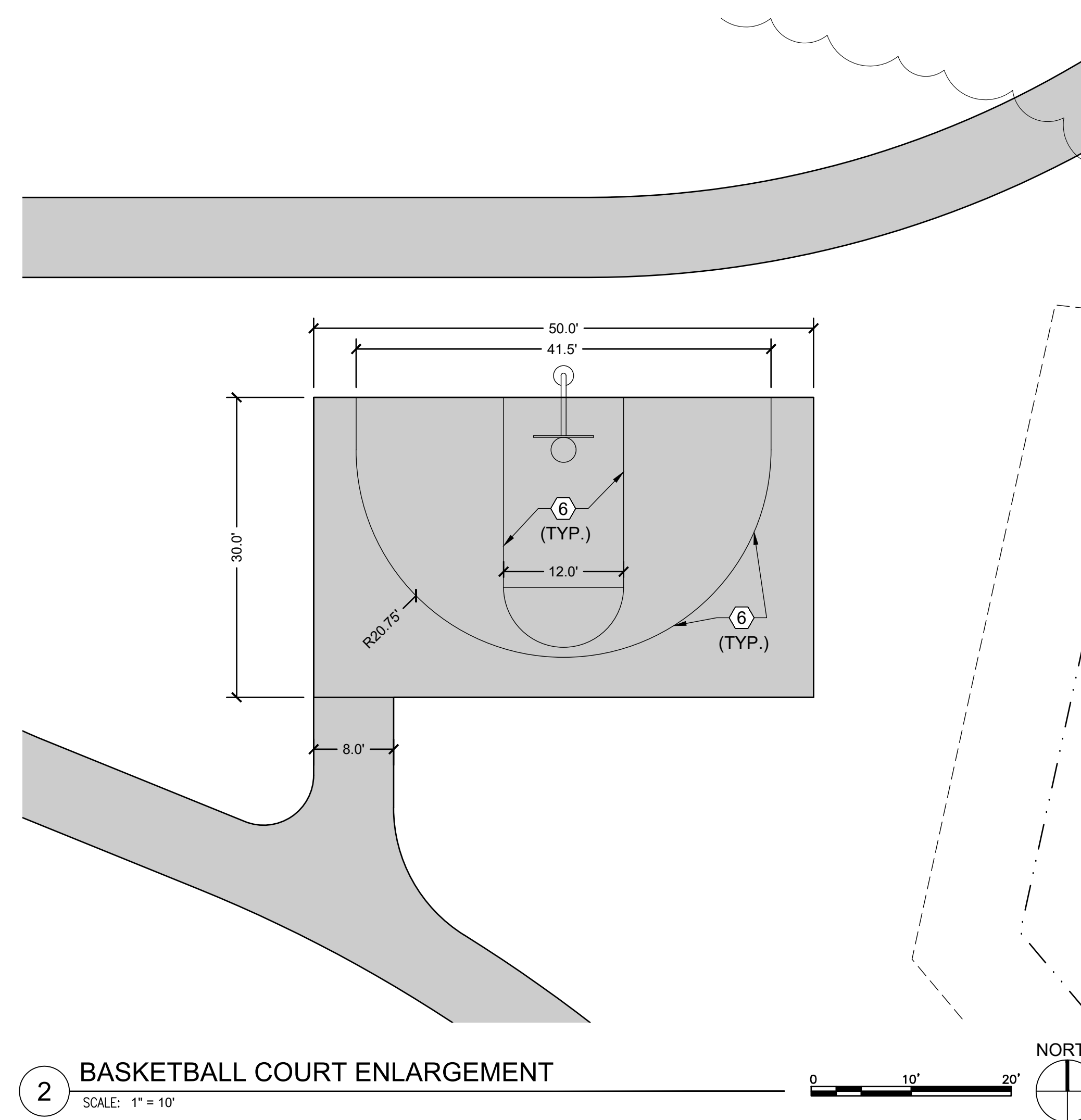
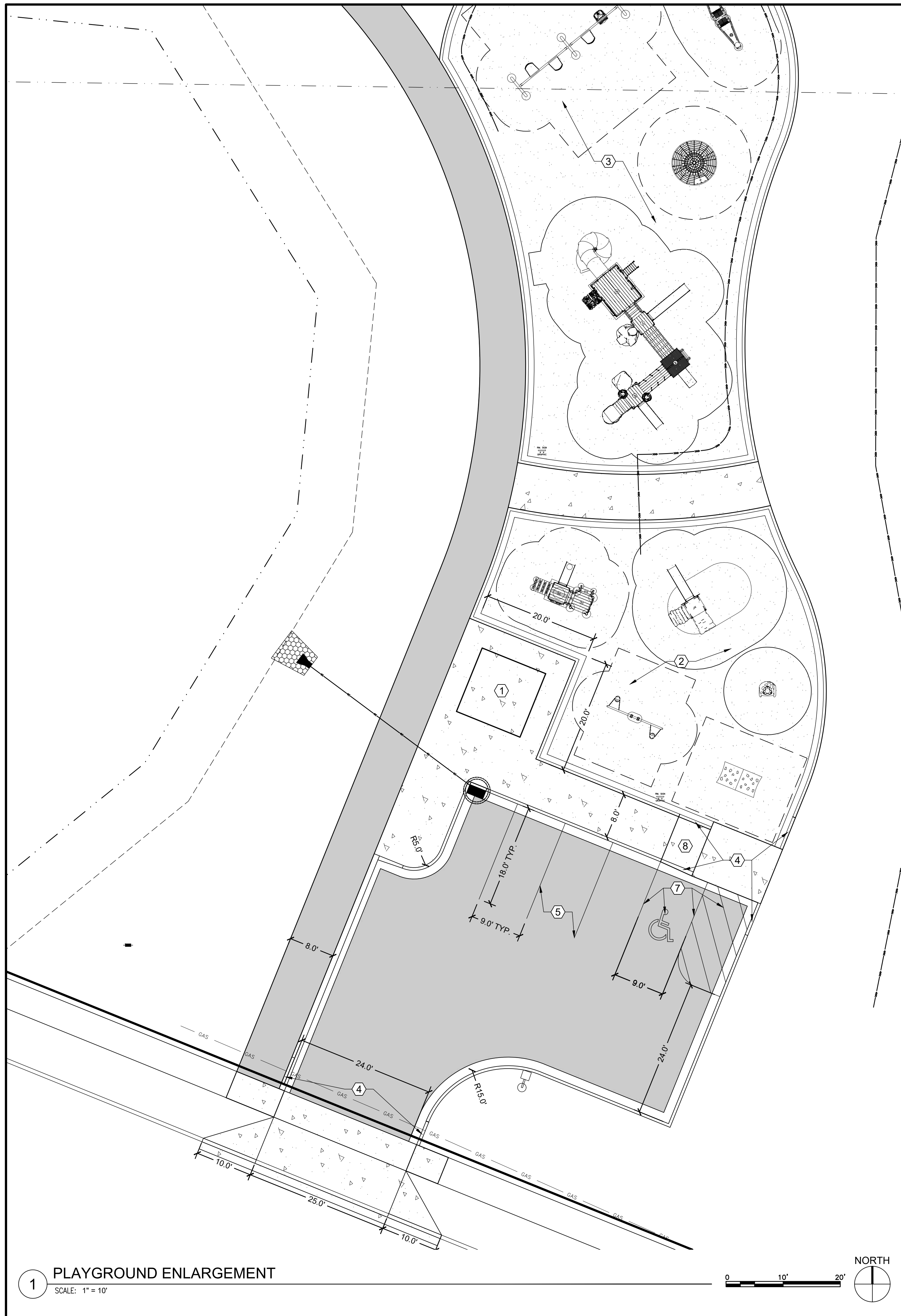


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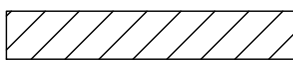
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LEGEND

	PROPERTY LIMITS
	CONSTRUCTION LIMITS
	ADJACENT PROPERTY
	DELINEATED WETLAND (BY OWNER)
	WETLAND BUFFER
	PROPOSED CONCRETE C&G
	PROPOSED BITUMINOUS PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	NO PARKING ZONE
	HANDICAP STALL DESIGNATION

KEYNOTES:

①	16' X 16' PICNIC SHADE STRUCTURE (BY OTHERS)
②	AGES 2 TO 5 PLAYGROUND (BY OTHERS)
③	AGES 5 TO 12 PLAYGROUND (BY OTHERS)
④	NOSE DOWN CURB
⑤	4" WHITE STRIPING
⑥	2" WHITE STRIPING
⑦	4" BLUE STRIPING
⑧	PEDESTRIAN RAMP



TERRITORIAL PARK

ASHBURY DRIVE
ROGERS, MN 55374

CITY OF ROGERS

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DOCUMENTS

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STATE OF MINNESOTA.

PRINT NAME: JOSEPH D. LUCHT, PLA

SIGNATURE: 

DATE 6/6/2025 LICENSE # 52858

REVISION LOG

[illegible]

JUNE 6, 2025

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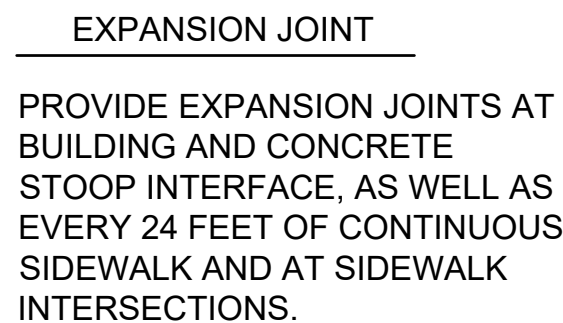
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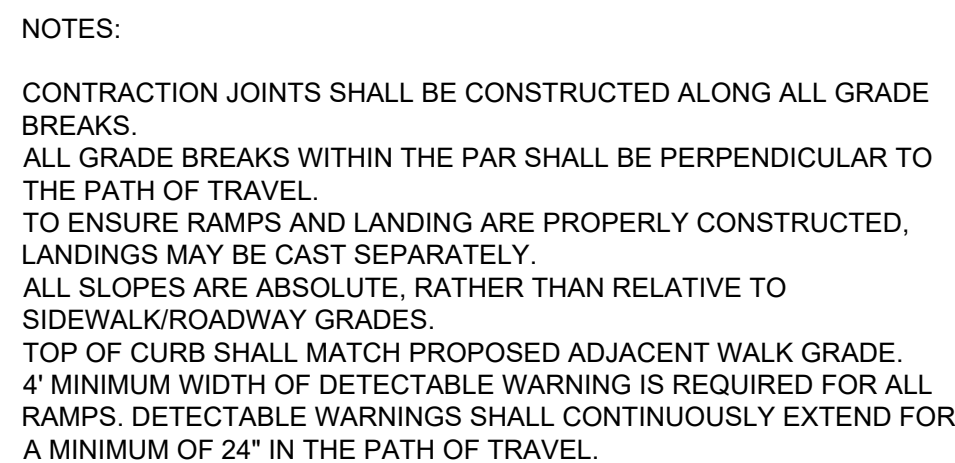
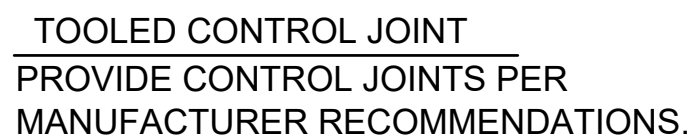
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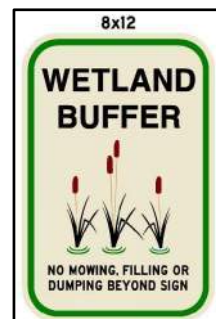
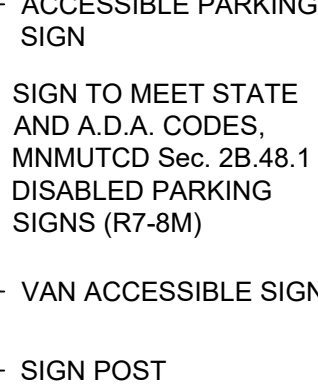
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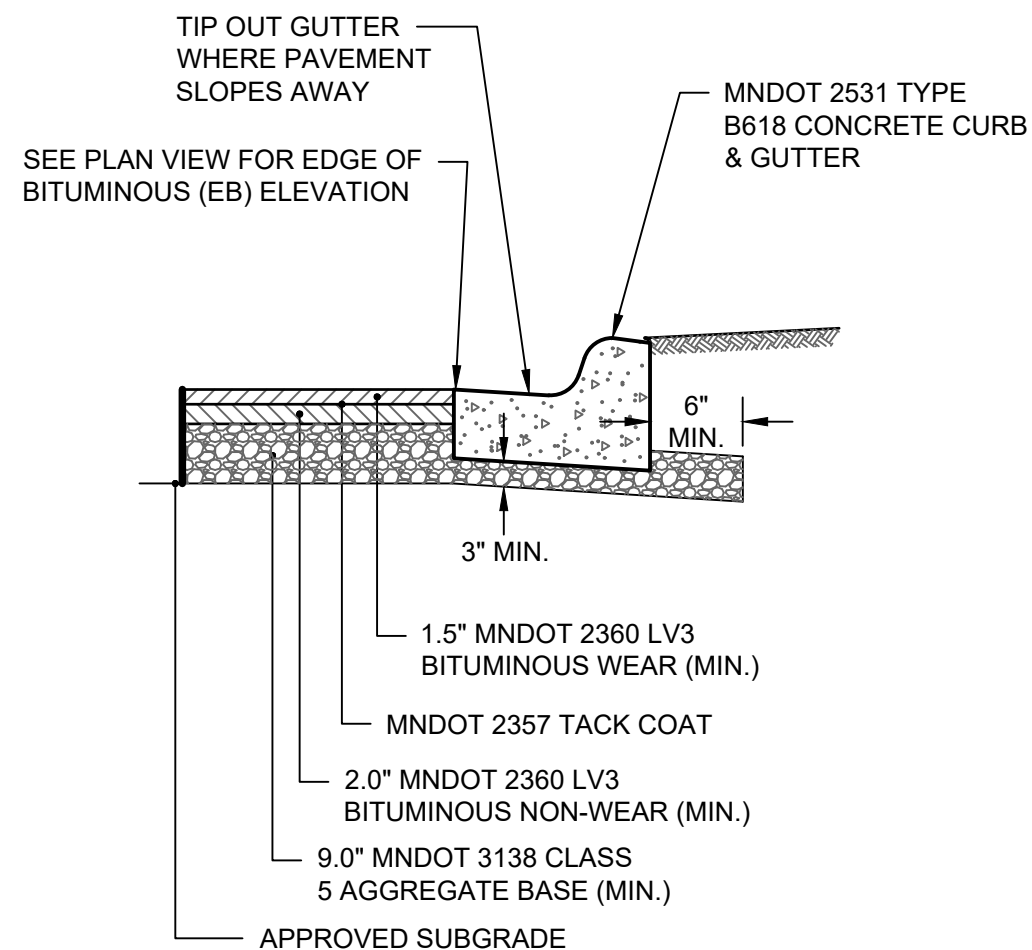
NOTE: JOINTS CAN BE SAW CUT.



- ① 0" CURB HEIGHT FOR FULL LENGTH OF CONCRETE WALK.
- ② FULL CURB HEIGHT
- ③ DETECTABLE WARNING MAY BE PART OF 4'X9' LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.
- ④ 1/2" PREFORMED JOINT FILLER MATERIAL ASHTO M 213 JOINT FILLER SHALL BE SETBACK 1/2" FROM THE BACK OF CURB AND ADJACENT SIDEWALK. RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB.
- ⑤ 4' BY 9' MIN. LANDING WITH MAX. 2.0% SLOPE IN ALL DIRECTIONS
- ⑥ IF LONGITUDINAL SLOPE IS GREATER THAN 5.0%, 4' X4' MIN. LANDING WITH MAX 2.0% SLOPE IN ALL DIRECTIONS REQUIRED.
- ⑦ ACCESSIBILITY SYMBOL 28" HIGH BY 24" WIDE IN A 48 SQUARE BLUE BACKGROUND WITH WHITE BORDER PER USDOT MUTCD FIG. 3B.
- ⑧ ACCESSIBLE PARKING SIGN WITH VAN ACCESSIBLE SIGN, SEE DETAIL 3 ON THIS SHEET
- ⑨ ACCESSIBLE PARKING SIGN, SEE DETAIL 3 ON THIS SHEET



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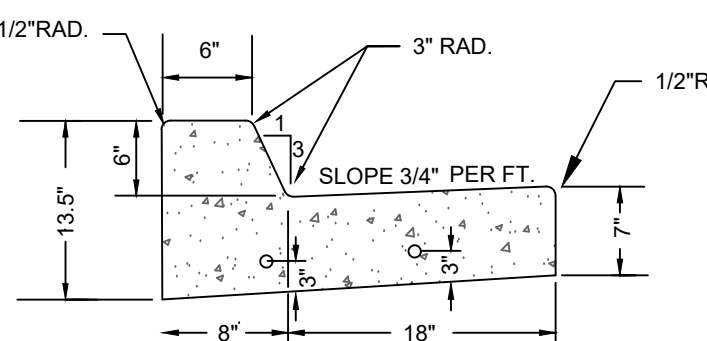


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INSTALL AT ALL TRICHES CROSSINGS OF THE CURB. 2 #4 EPOXY COATED REINFORCING RODS 20" IN LENGTH AND SHALL BE PLACED IN THE LOWER PORTION OF THE CURB

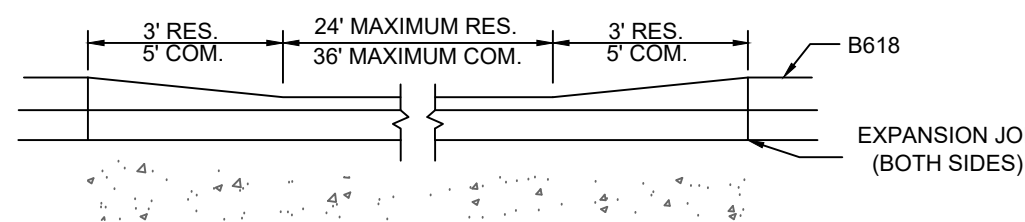
2 # 4 EPOXY COATED REINFORCING RODS EXTENDING FROM BOTH SIDES OF CATCH BASINS NO LESS THEN 10' IN LENGTH

CONTROL JOINTS SHALL CONFORM WITH MNDOT SPEC. 2531.3C. (10' SPACING) CONTROL JOINTS SHALL EXTEND TO THE BACKS OF THE CURBS AND BE 2" DEEP.



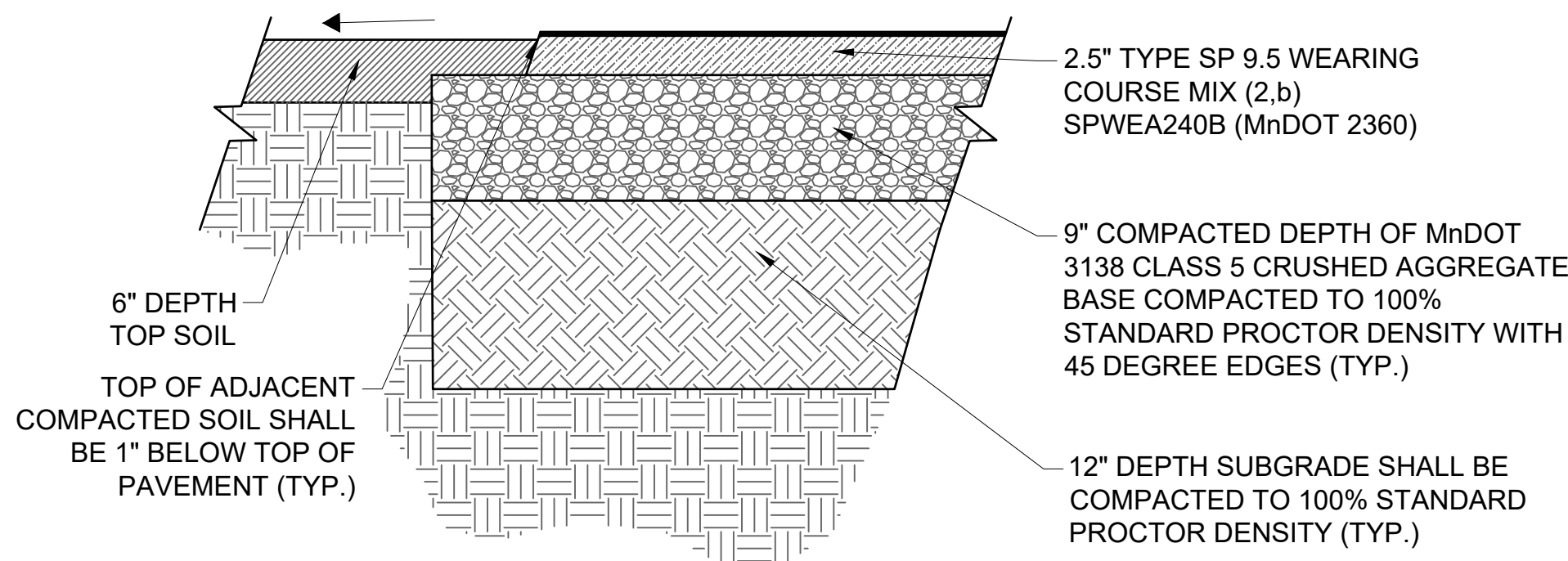
NOTE:
B618 CURB TO BE INSTALLED AT ALL INTERSECTION RADIUS, ALONG OUTLOTS,
PARKS, PLAY LOTS, MAJOR ARTERIES, CATCH BASINS, AND SUSTAINED
STRETCHES WITH NO DRIVEWAYS.

CURING COMPOUND SHALL BE APPLIED IMMEDIATELY AFTER FINISHING AND TO
ALL EXPOSED SURFACES INCLUDING THE FRONT AND BACK OF THE CURBS.
COVERAGE SHALL BE UNIFORM AND SHALL MATCH THE APPEARANCE OF A WHITE
SHEET OF PAPER.

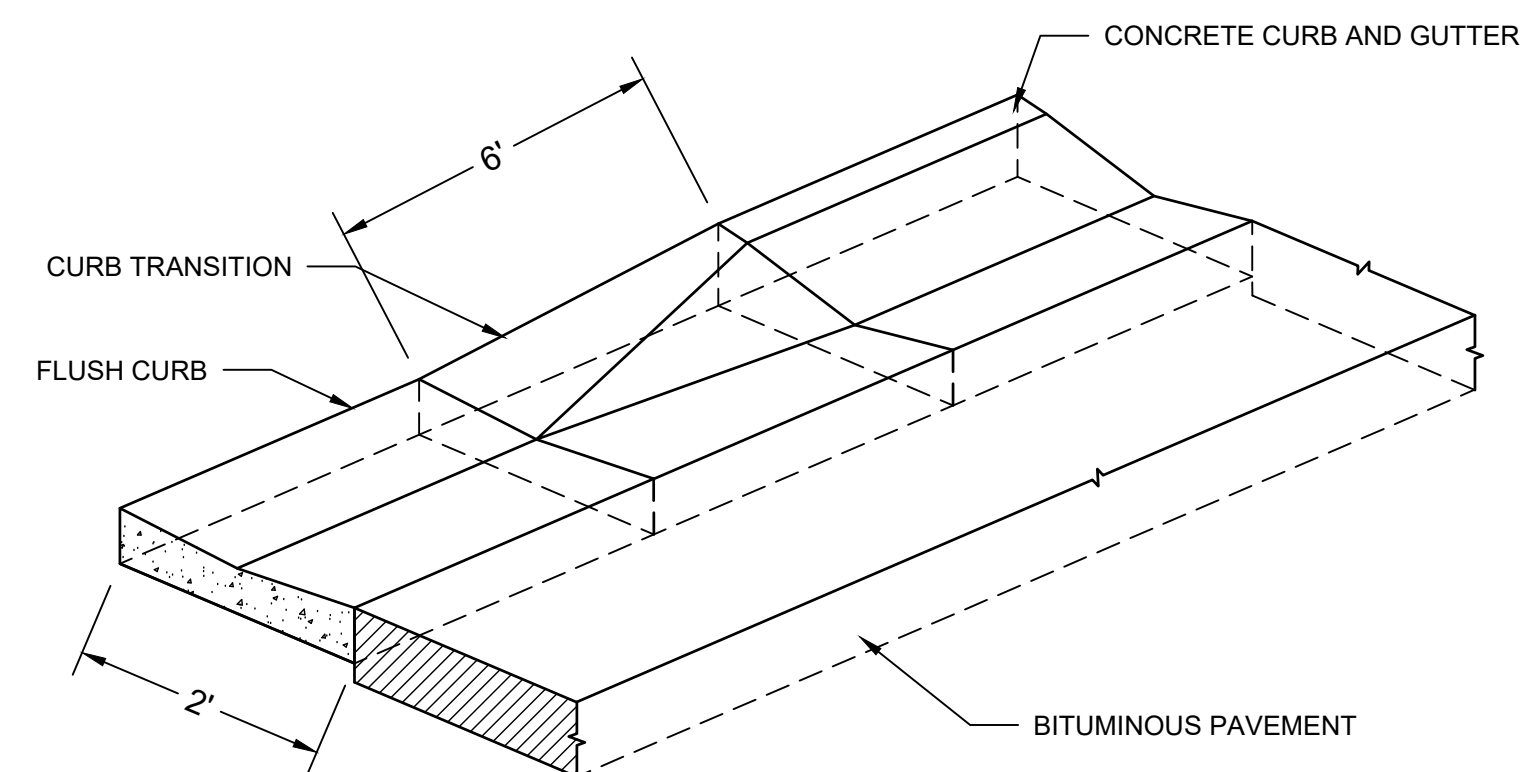


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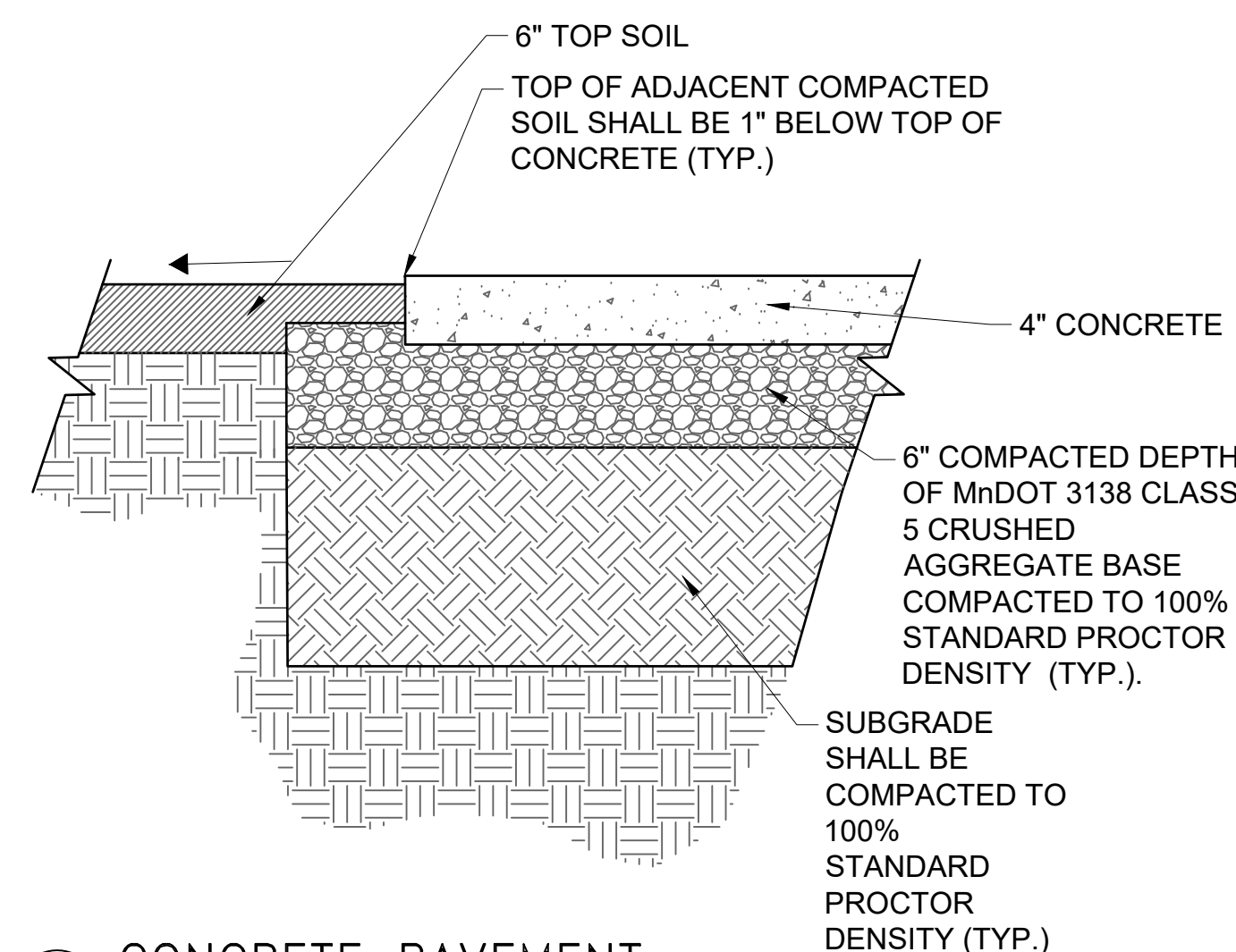


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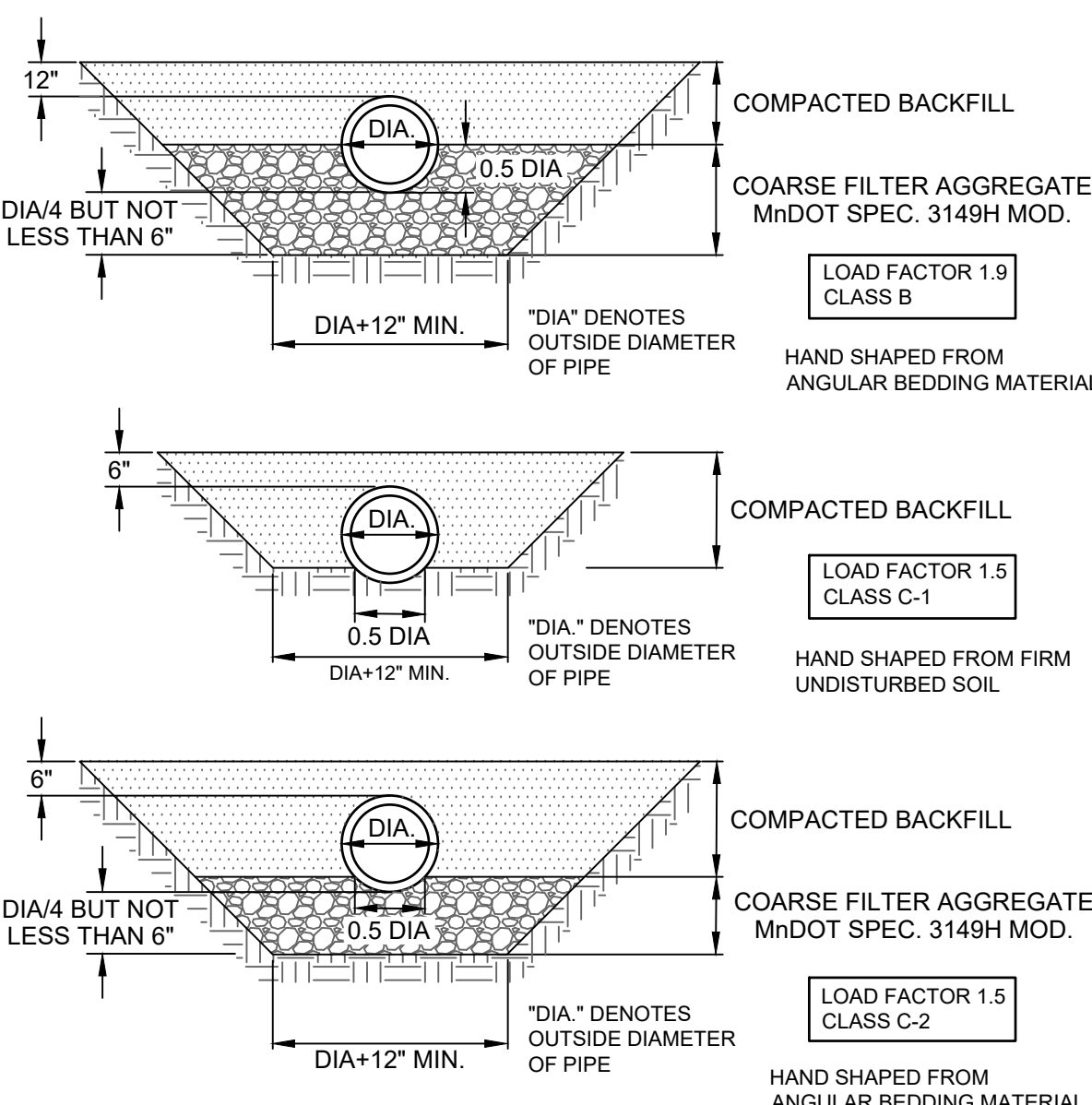


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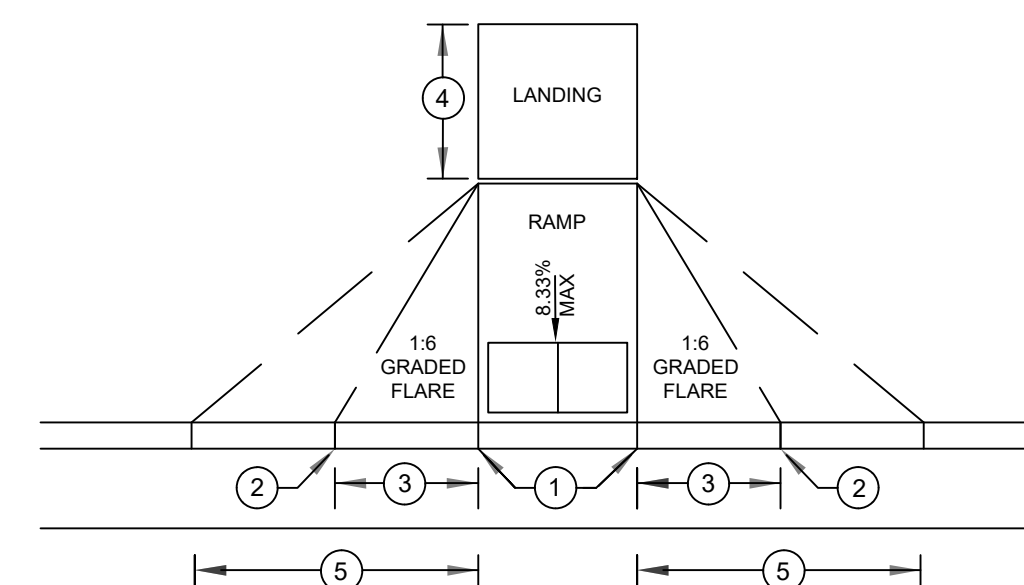
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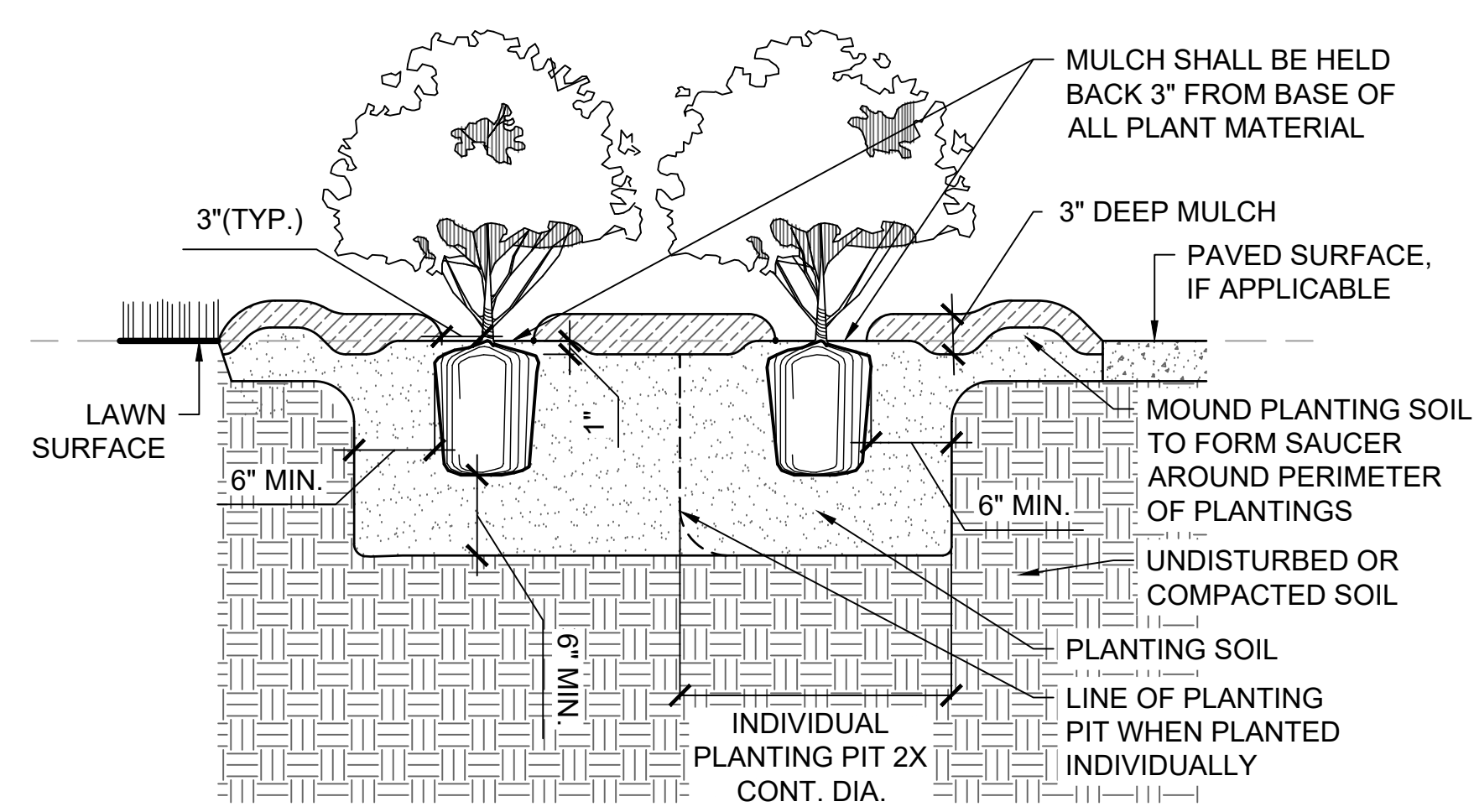
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- NOTES:**
- ① 0' CURB HEIGHT.
 - ② FULL CURB HEIGHT
 - ③ 3' FOR 6" HIGH CURB AT NON WALKABLE SURFACES ADJACENT TO RAMP
 - ④ 4'X4' MINIMUM
 - ⑤ 6' FOR 6" HIGH CURB AT WALKABLE SURFACES ADJACENT TO RAMP.



SCALE: NTS



SCALE: NT



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Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

TERRITORIAL PARK

ASHBURY DRIVE
ROGERS, MN 55374

CITY OF ROGERS

100% CONSTRUCTION
DOCUMENTS

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SIGNATURE: 
DATE 6/6/2025 LICENSE # 52858

REVISION LOG

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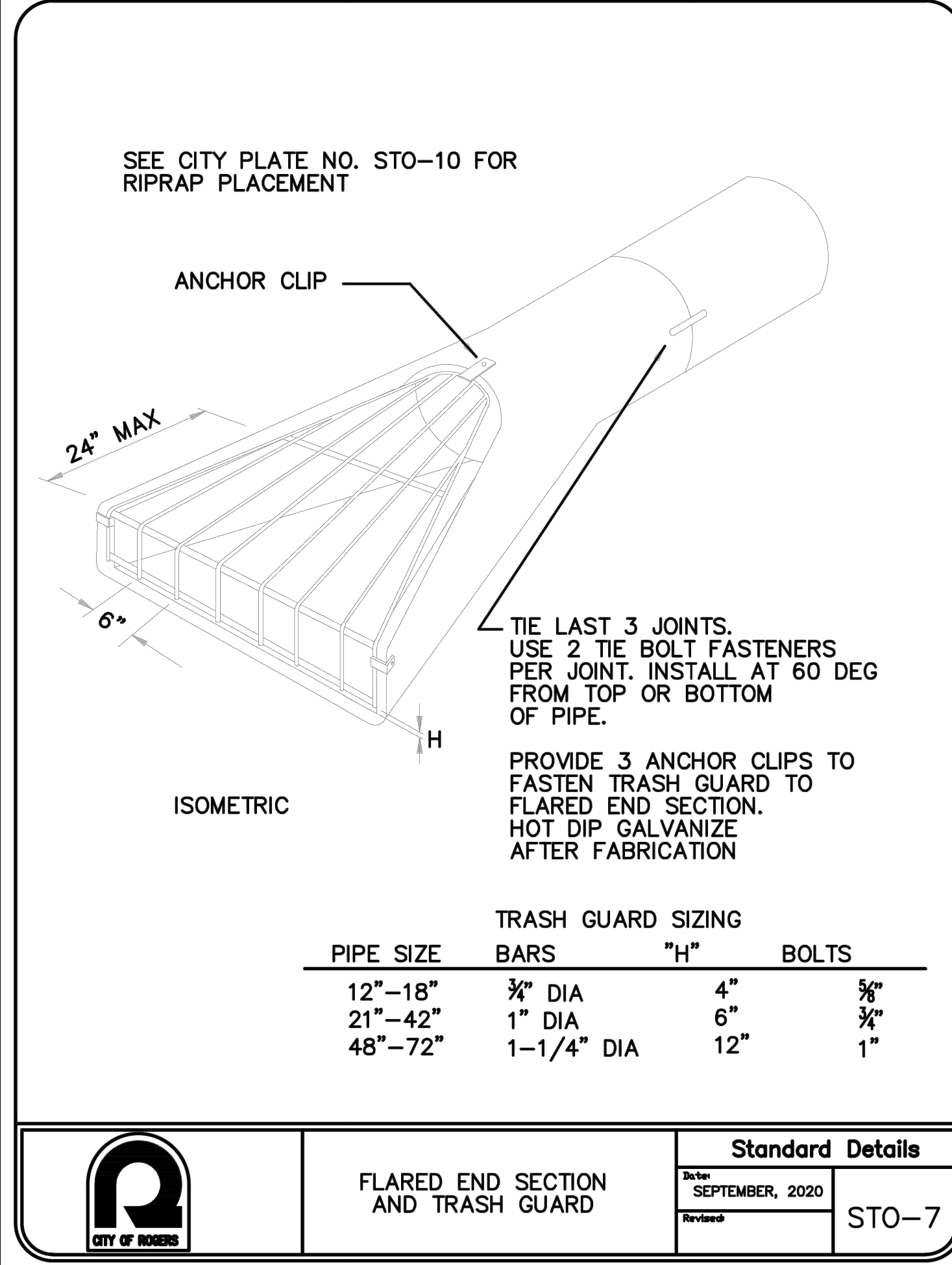
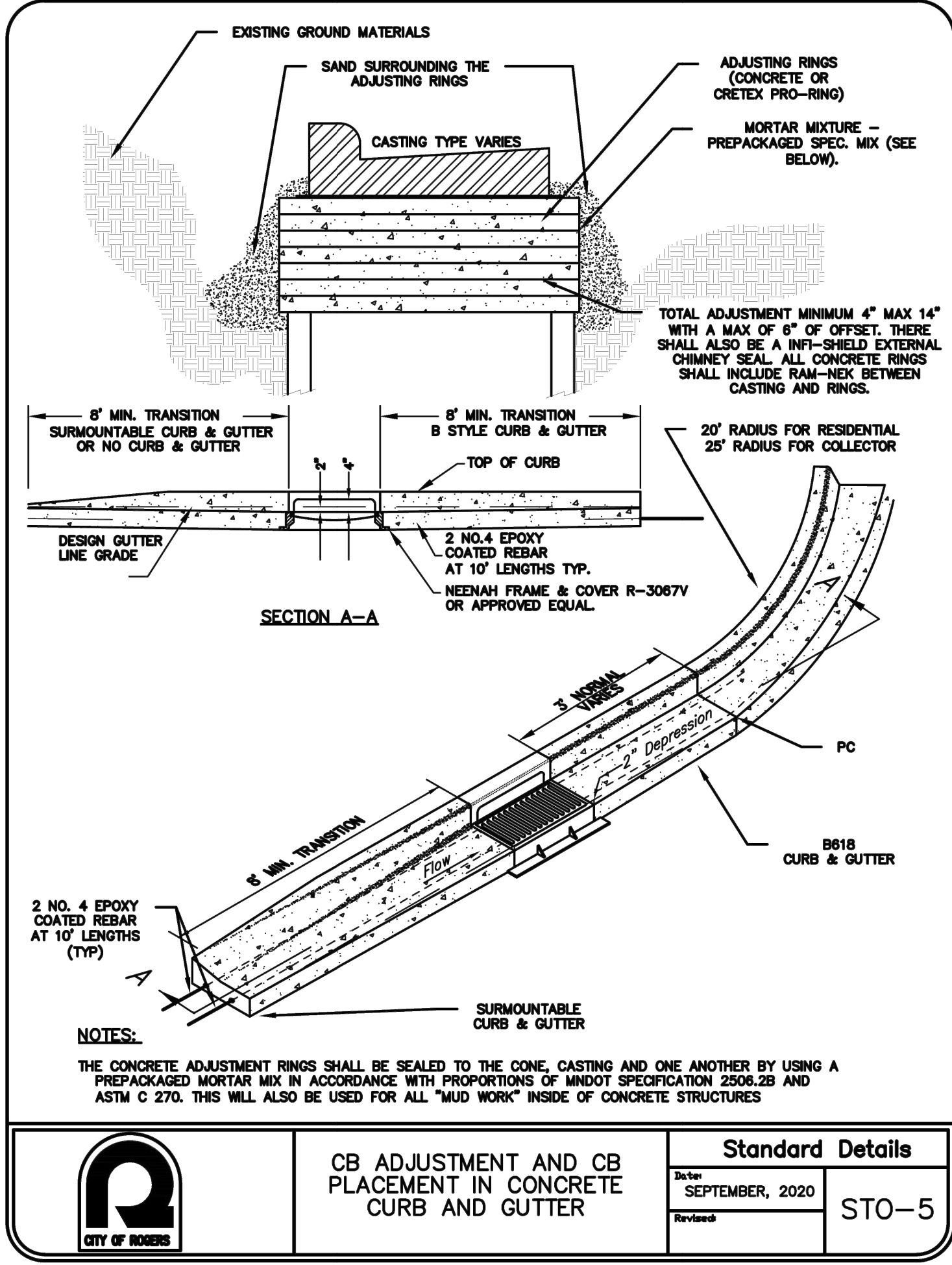
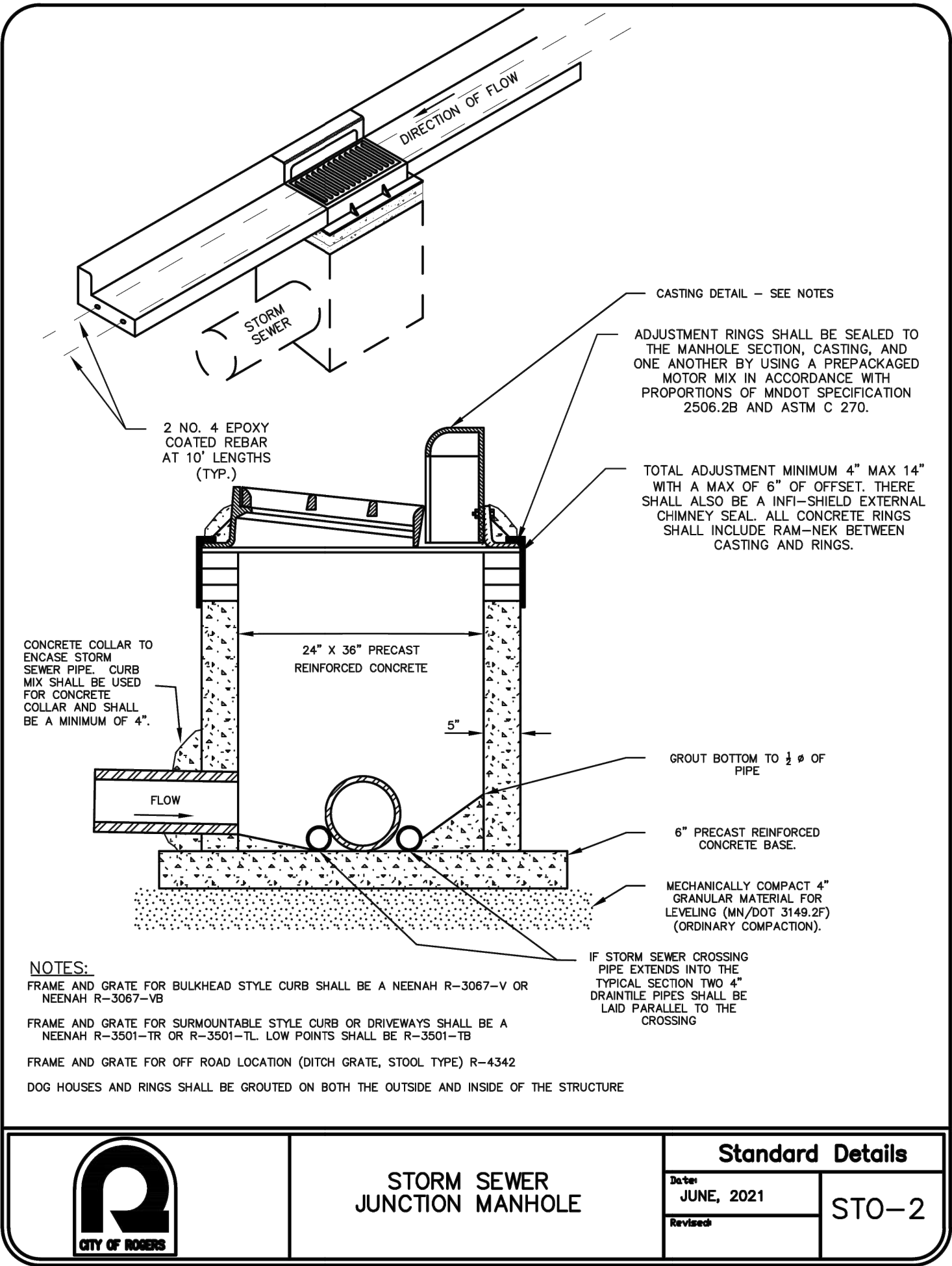
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TERRITORIAL PARK

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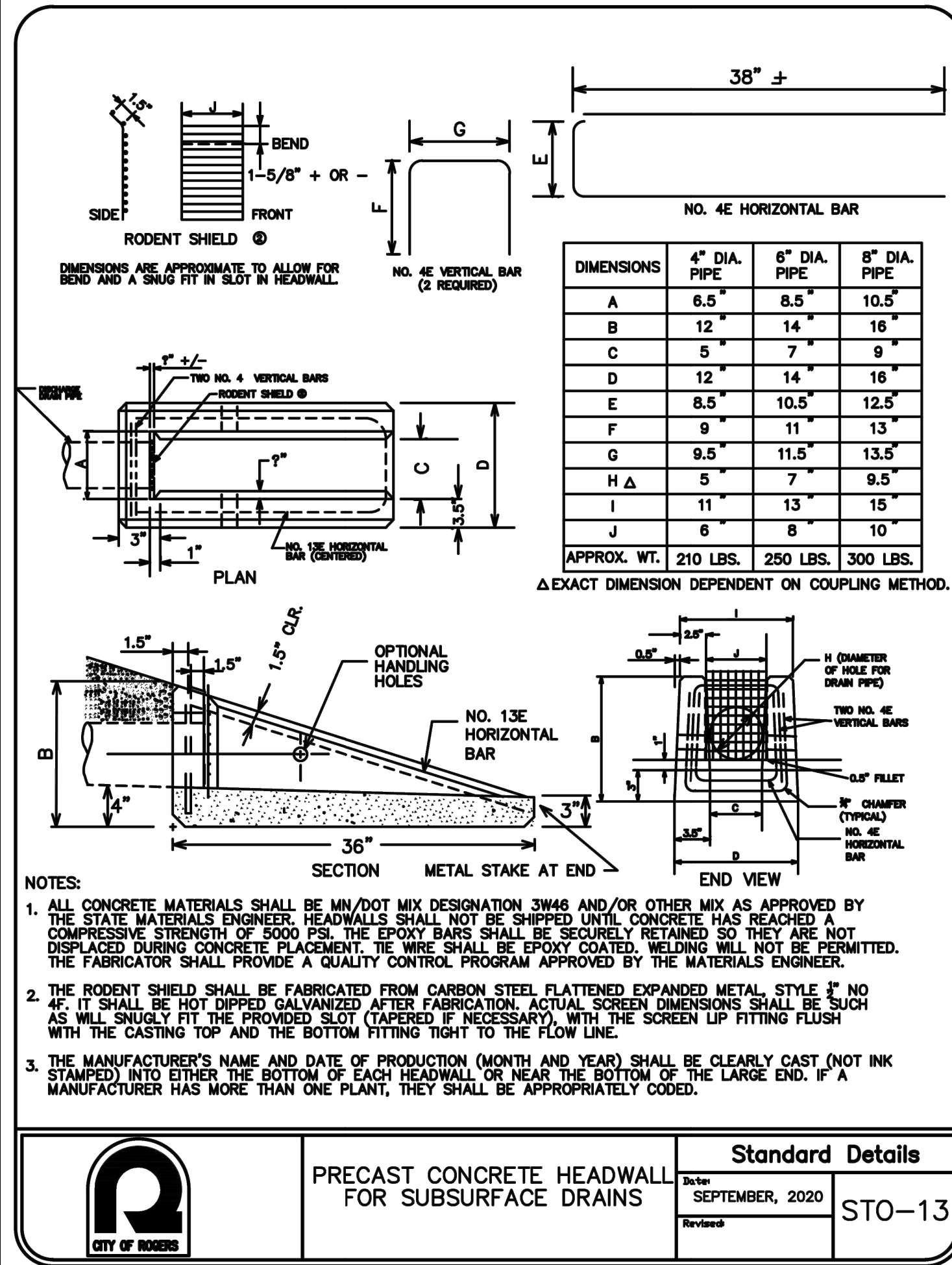
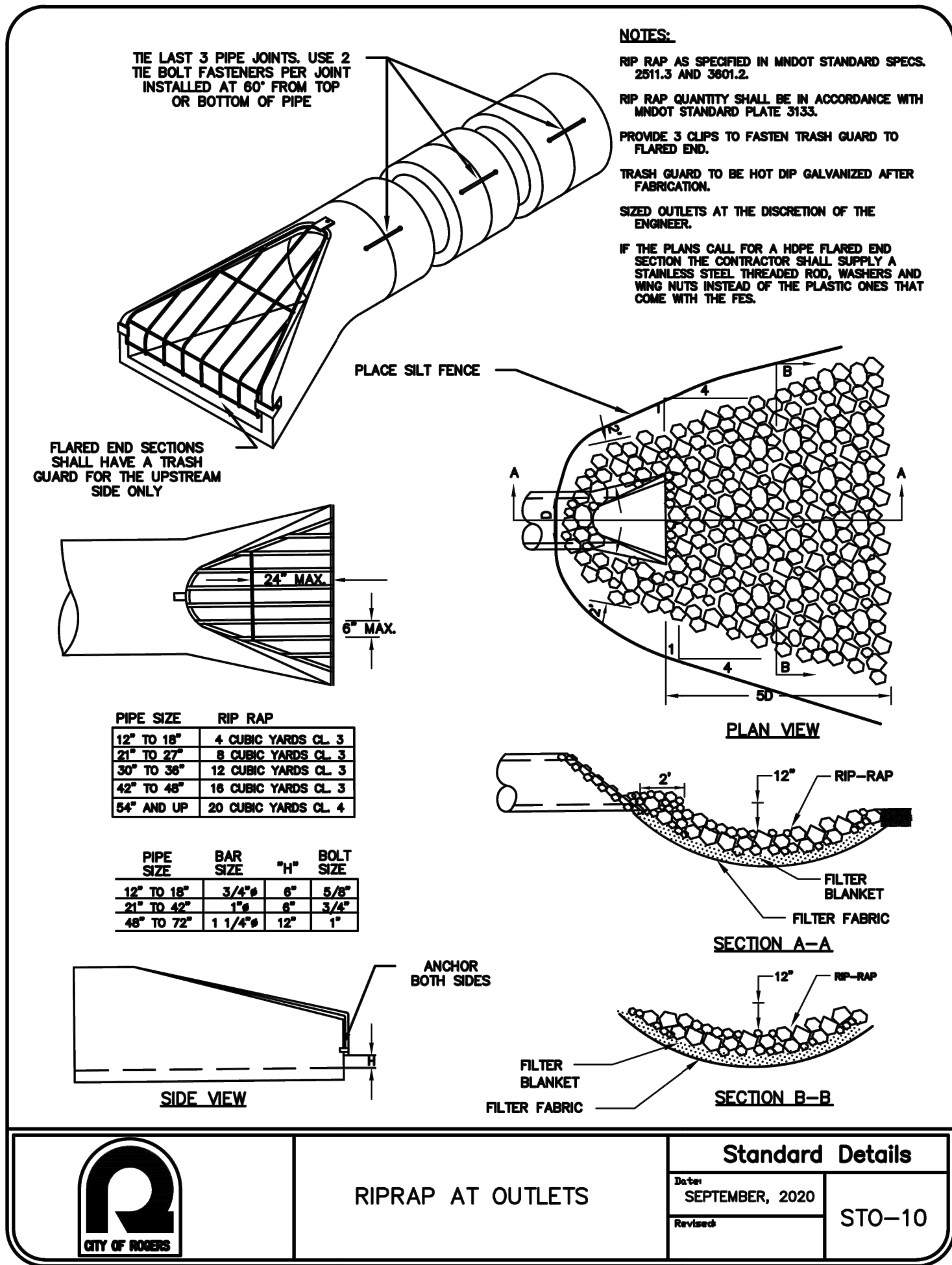
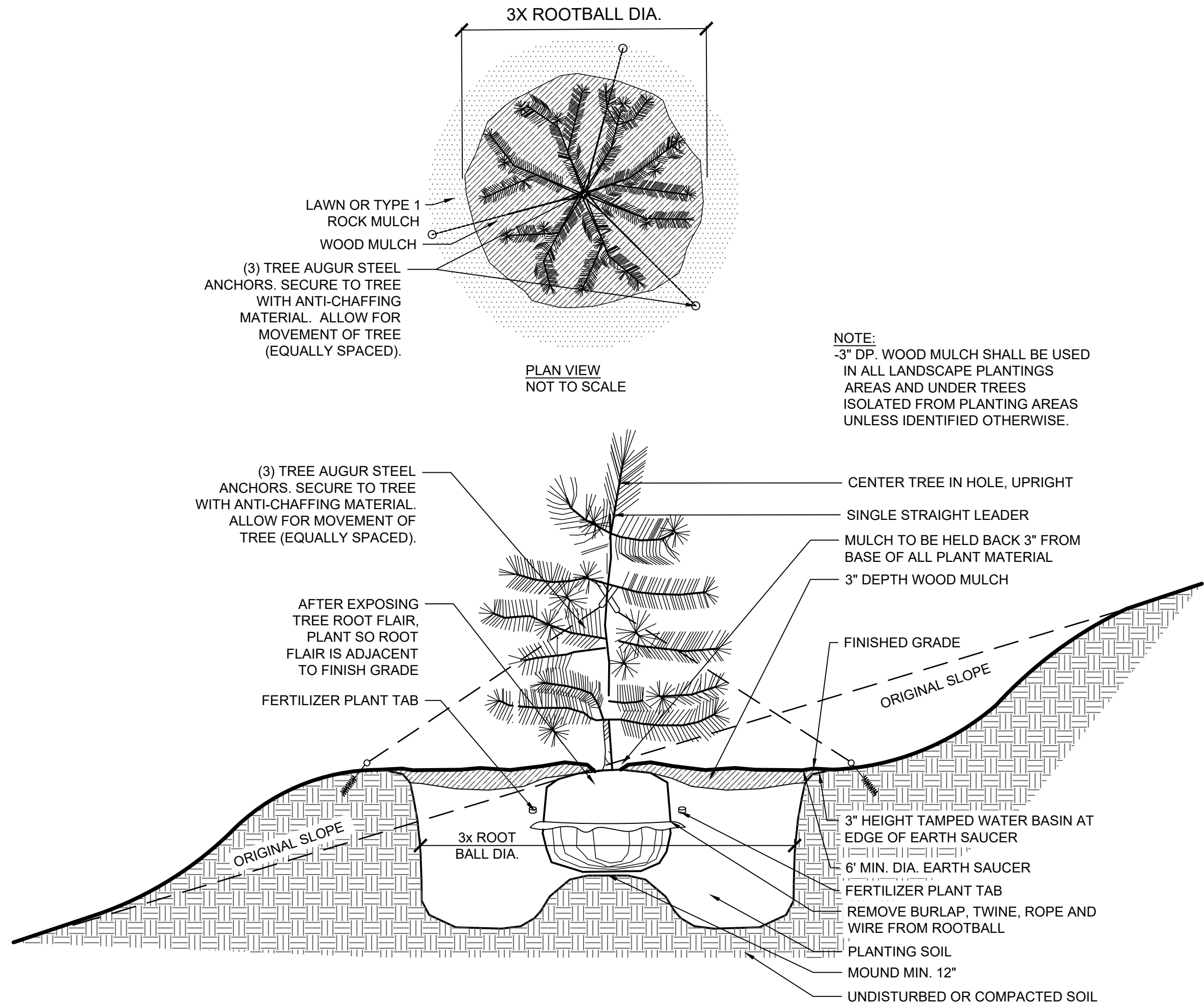
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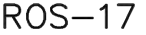
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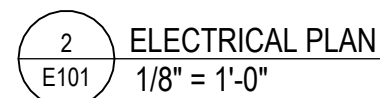
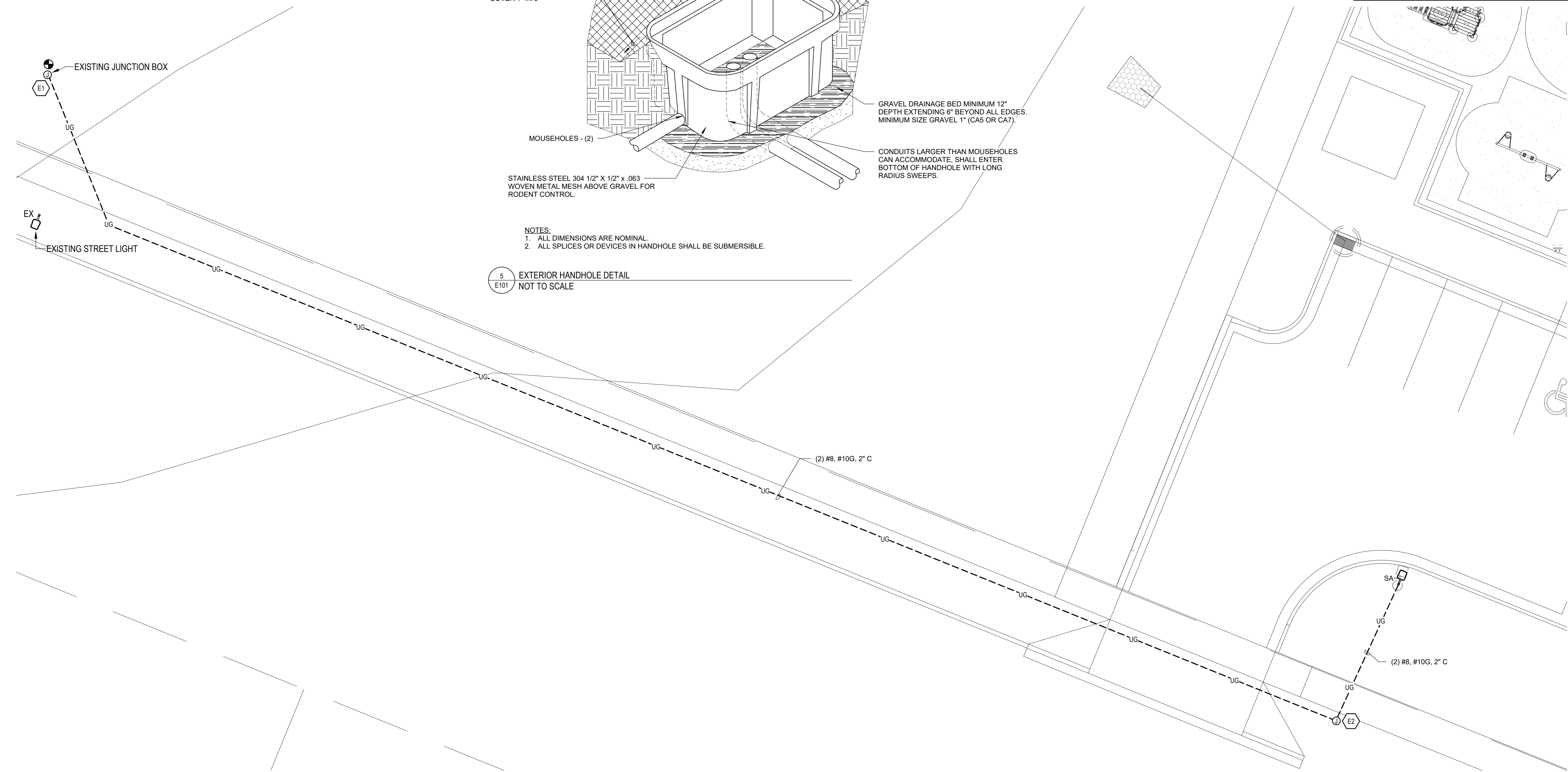
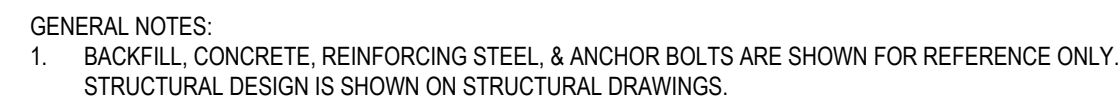
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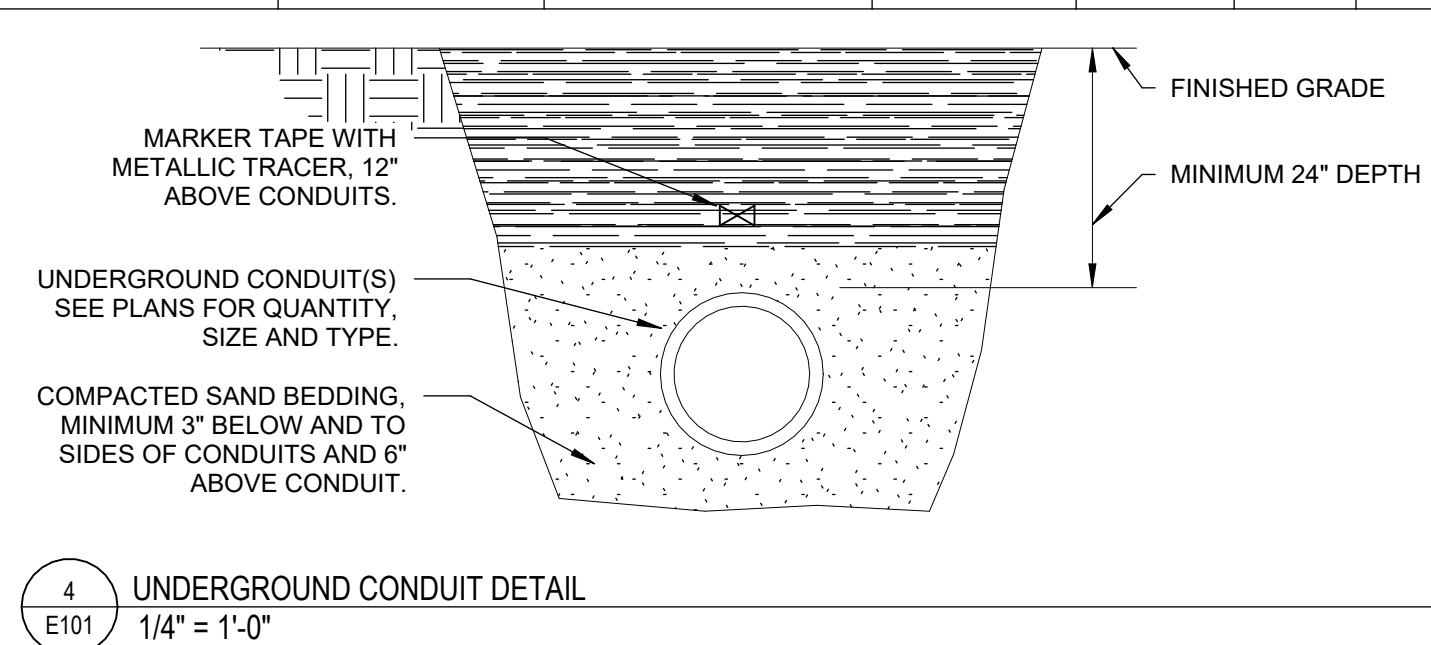
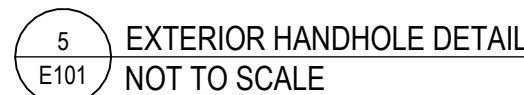
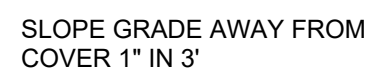
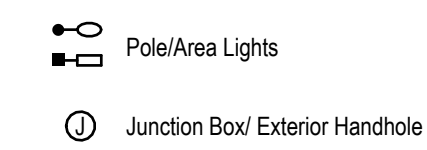
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Electrical Symbol Legend



1. UTILITIES SHOWN ARE INDICATED SCHEMATICALLY. CONTRACTORS SHALL VERIFY ALL DEPTHS AND ALL LOCATIONS/DIMENSIONS PRIOR TO EXCAVATING. ALL UTILITIES MAY NOT BE SHOWN.
2. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION ON EXISTING AND NEW SITE CONDITIONS INCLUDING UTILITIES.
3. ALL UNDERGROUND UTILITIES, PIPING, ETC. SHALL BE LOCATED EXACTLY BEFORE DIGGING.
4. ANY BACKFILL SHALL BE TAMPED AND COMPACTED TO PREVENT FUTURE SETTLING. ALL EXCESS DIRT SHALL BE CLEARED FROM THE AREA AND DISPOSED OF.
5. ELECTRICAL CONTRACTOR SHALL REPAIR ALL DISTURBED SURFACES SUCH AS SIDEWALKS, DRIVEWAYS, STREETS, GRASS, AND CONCRETE. REPLACED SURFACES SHALL MATCH EXISTING.
6. COORDINATE ALL EXTERIOR SITE LIGHTING FIXTURES WITH DESIGN TEAM PRIOR TO INSTALLATION.
7. CONTRACTOR IS RESPONSIBLE FOR DOING ALL WORK PER LOCAL RESPECTIVE UTILITY REQUIREMENTS.
8. VERIFY EXACT LOCATIONS OF UTILITY CONNECTIONS, PRIOR TO START OF WORK.

E1 SPlice EXISTING CIRCUIT AND EXTEND TO NEW LIGHT POLE LOCATION. PROVIDE MINIMUM (2) #8AWG AND #10 GRND IN 2" CONDUIT. COORDINATE ALL WORK WITH CITY. VERIFY VOLTAGE AND WIRE SIZE PRIOR TO PROVIDING MATERIALS AND FIXTURE.

E2 PROVIDE MINIMUM 11" x 18" x 12" OPEN BOTTOM QUAZITE HANDHOLE WITH TIER 22 LOAD RATING.



ASHBURY DRIVE
ROGERS, MN 55374

CITY OF ROGERS

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DOCUMENTS

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

Print Name: Andrew T. Weber
Signature: *Andrew Weber*
Date 06/06/2025 License # 6271

REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS
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JUNE 6, 2025

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ELECTRICAL PLAN

DRAFTING NO.

E101

PLOTTED: ---	COMM. NO 18445
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Strong & Sturdy - Built to Last

Unlike other adjustable in ground basketball hoops, the Dominator's height is adjusted telescopically rather than on flimsy pivot points which can rust, bind, and/or loosen over time. So the Dominator will remain strong and sturdy throughout the years. Shooting on the Dominator basketball hoop will provide a true arena feel, and most importantly, its overall structure is built to last

Will Not Rust

Anodizing is an electrochemical process that converts the metal surface into a decorative, durable, corrosion-resistant, anodic oxide finish. We've gone with this material instead of steel for the following reasons:

- Aluminum looks way cooler
- Aluminum doesn't rust
- Aluminum doesn't flake like painted steel
- Aluminum is lighter weight, making it easier to adjust
- Aluminum is pound-per-pound stronger than steel
- Aluminum reduces difficulty of shipping and handling
- Aluminum is easier to assemble

Telescoping Height Adjustment



7 cranks! is all it takes to adjust from 7 to 10 feet. And it's easy. The state of the art height adjustment mechanism is hands down the Dominator's best feature. It's safe, reliable, simple to operate, and built to last. For small adjustments, each notch in the crank accounts for about one inch.

Easy Installation

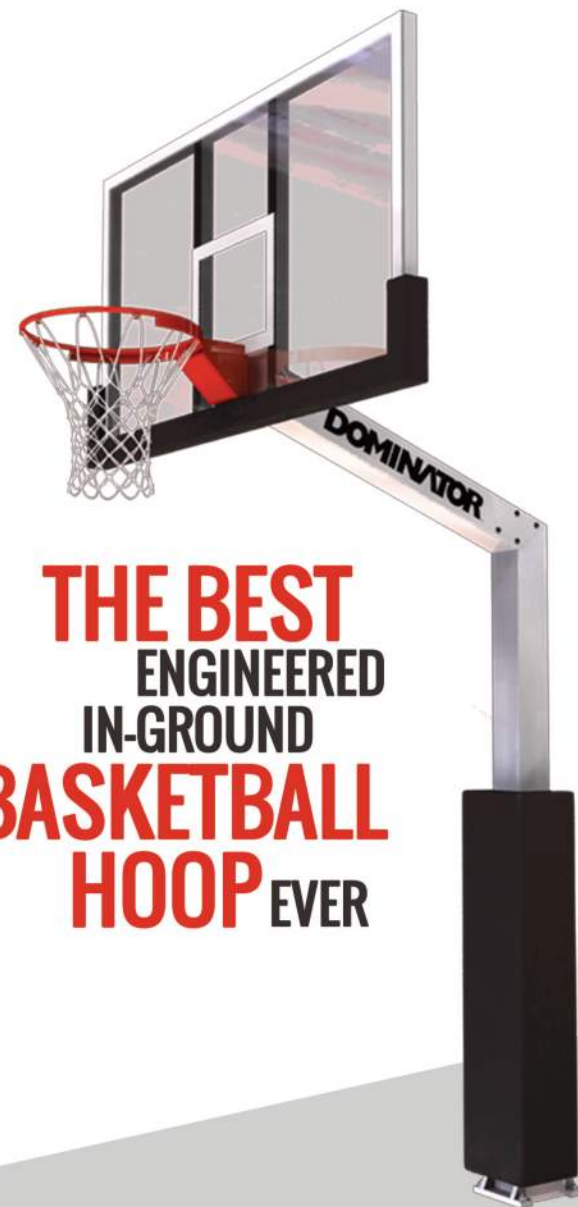


The Dominator basketball hoop comes in 4, easy to assemble parts. For our detailed installation guide and video, visit: DominatorHoop.com



	DOMINATOR 60XL	DOMINATOR 72XL
Backboard Size	60" x 36"	72" x 42"
True Feel	1/2" Tempered Glass Double Paned	1/2" Tempered Glass Double Paned
Sturdy	8"x8" Base Pole	8"x8" Base Pole
Stable	6"x6" Upper Pole	6"x6" Upper Pole
Strong	1/4" Gauge	1/4" Gauge
Play Space	3' Overhang	4' Overhang
For Everyone	Adjusts 7' - 10'	Adjusts 7' - 10'
Rust Proof	Anodized Aluminum will not rust!	
Fast	7 easy cranks	
Safe	Internal air shocks for adjusting	
Simple	Telescoping Arm	
Ground Anchor	Mount to the ground and easily remove	
Assembled Pro Rim		✓
Pole Pad		✓
Backboard Pad		✓
Limited Lifetime Warranty		✓

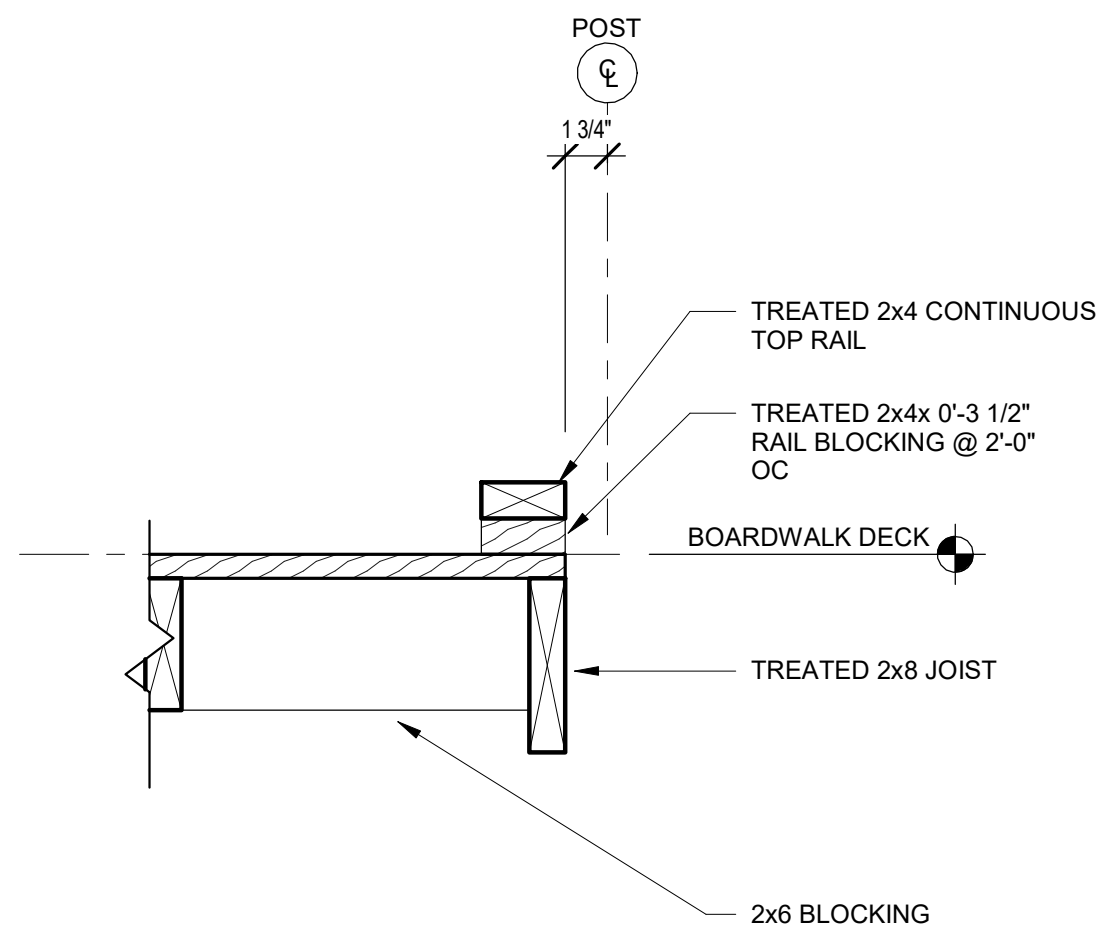
DOMINATOR



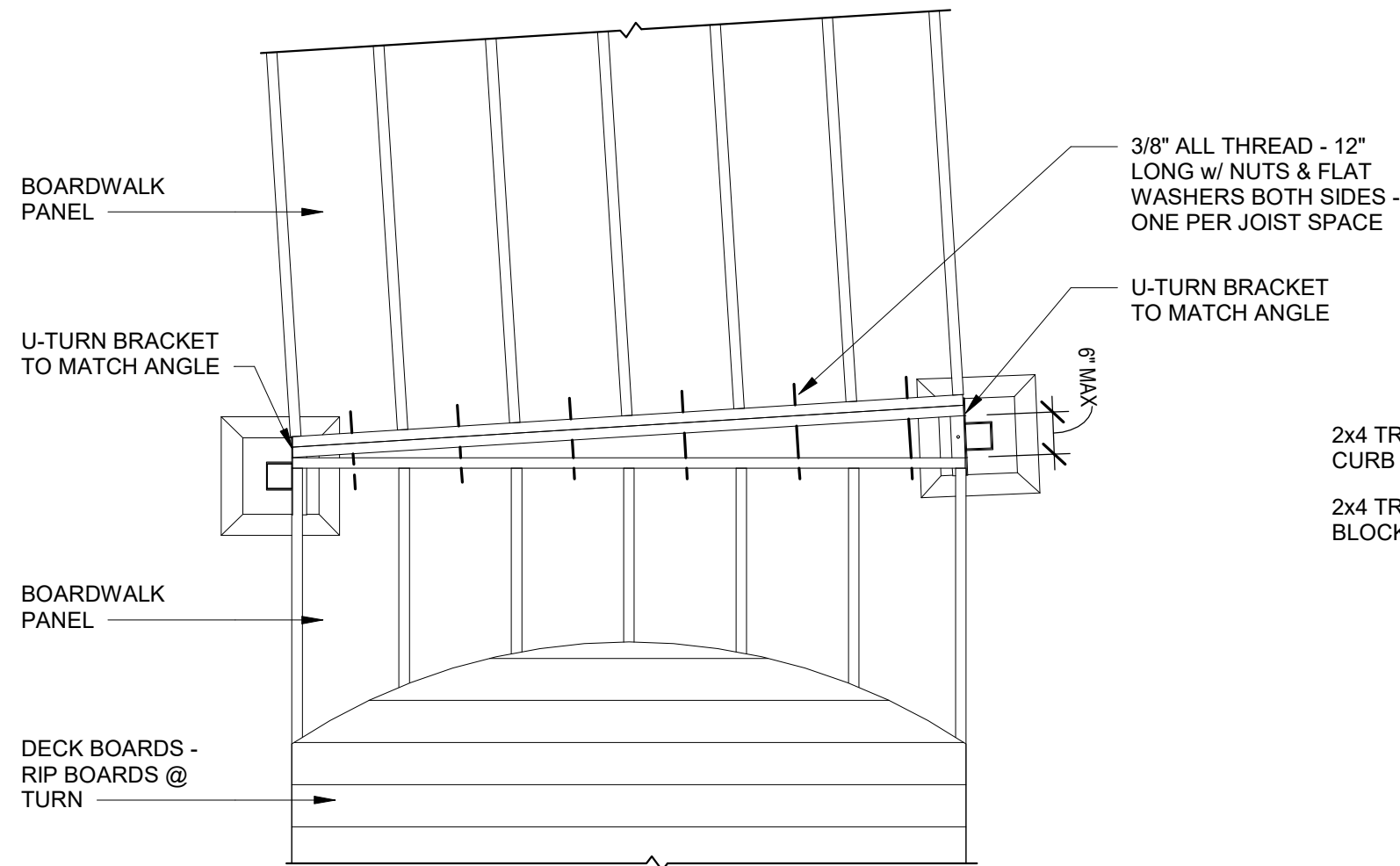
**THE BEST
ENGINEERED
IN-GROUND
BASKETBALL
HOOP EVER**

FOR REFERENCE ONLY

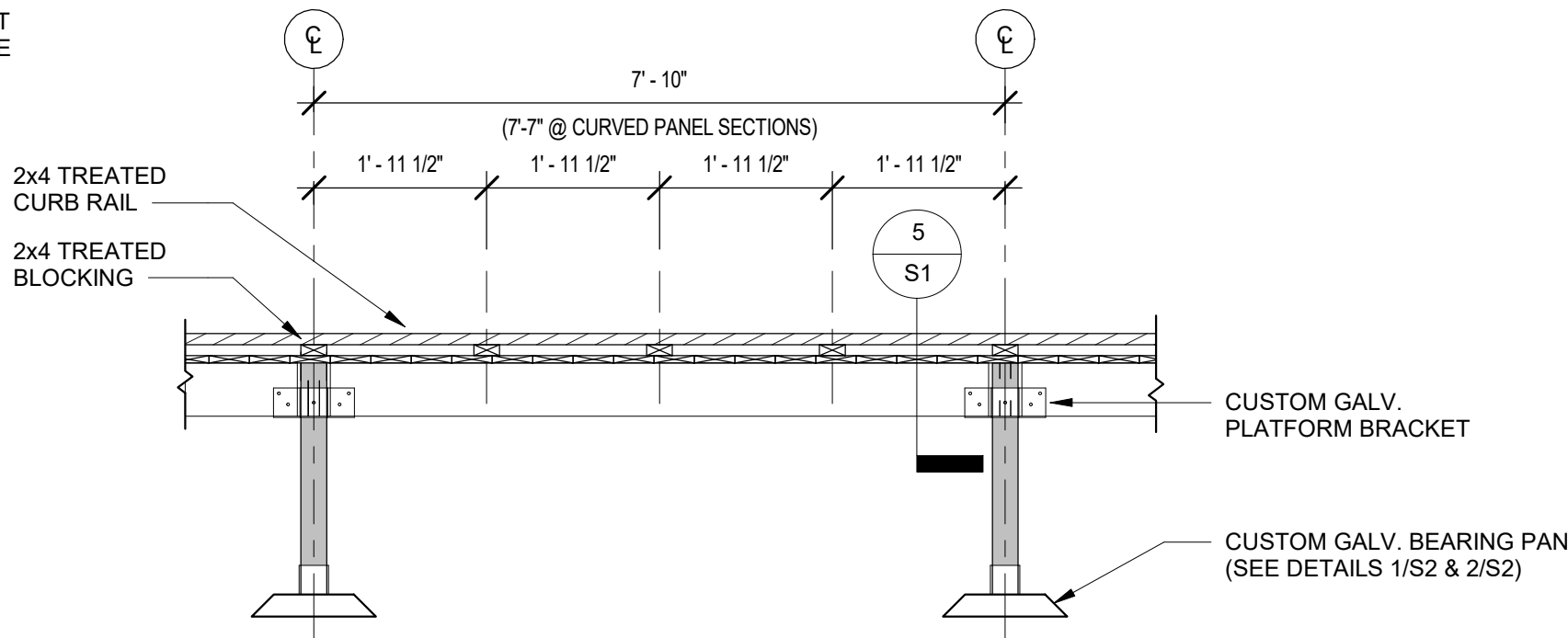
ENGINEERED DRAWINGS SPECIFIC TO THIS PROJECT ARE REQUIRED.



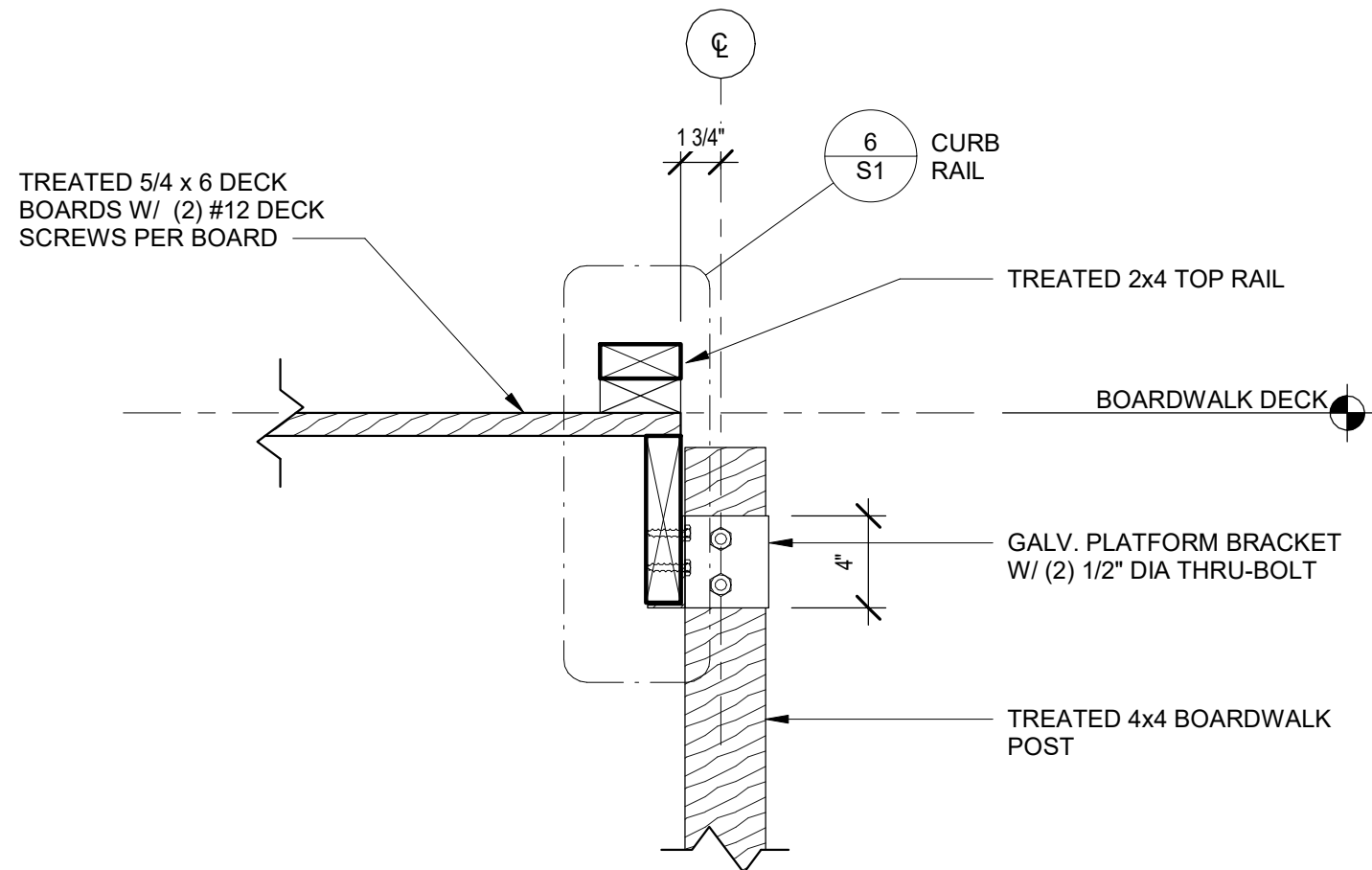
6 CURBRAIL DETAIL
S1 1 1/2" x 1'-0"



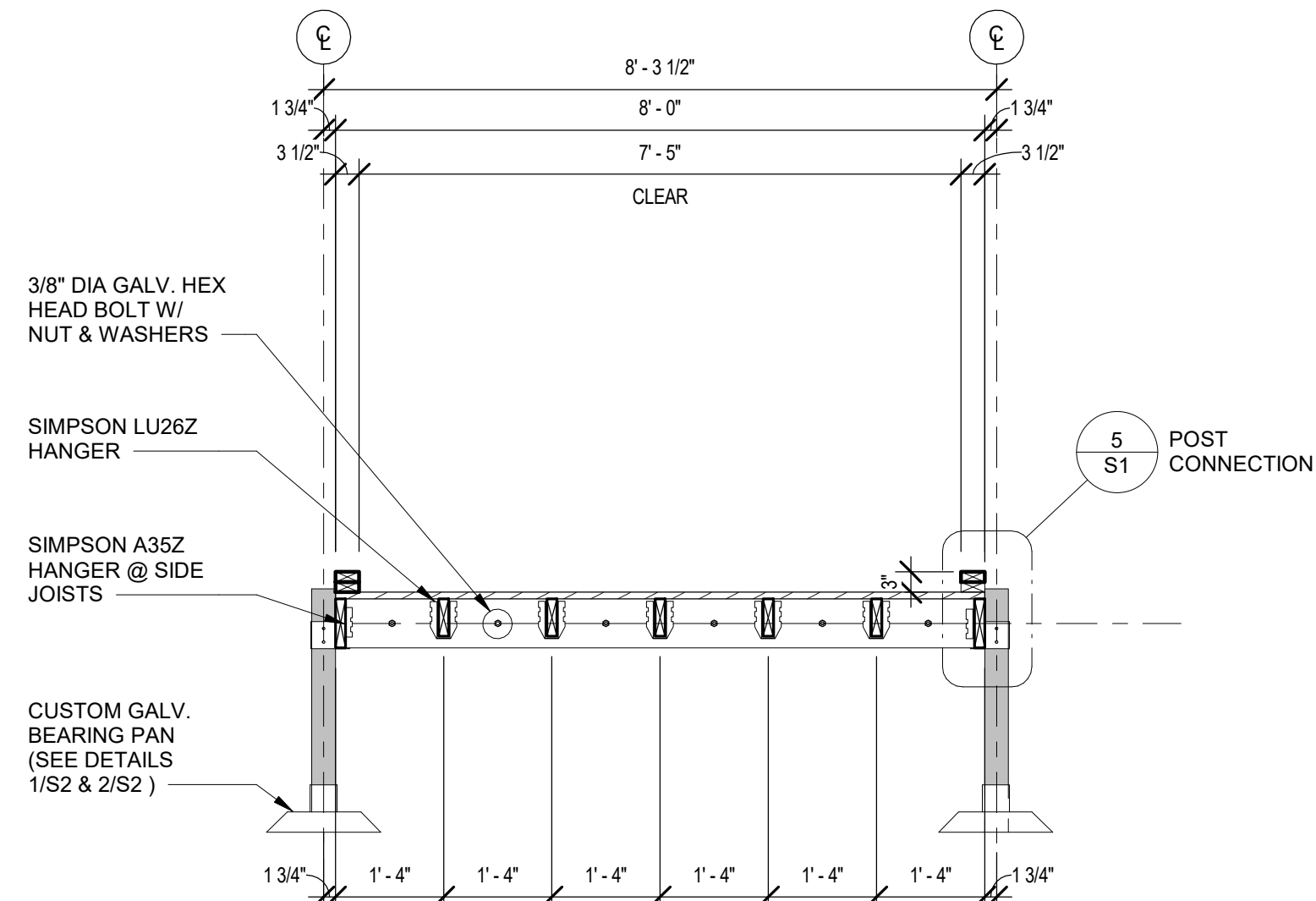
4 BOARDWALK PLAN - GRADUAL CURVE
S1 1 1/2" x 1'-0"



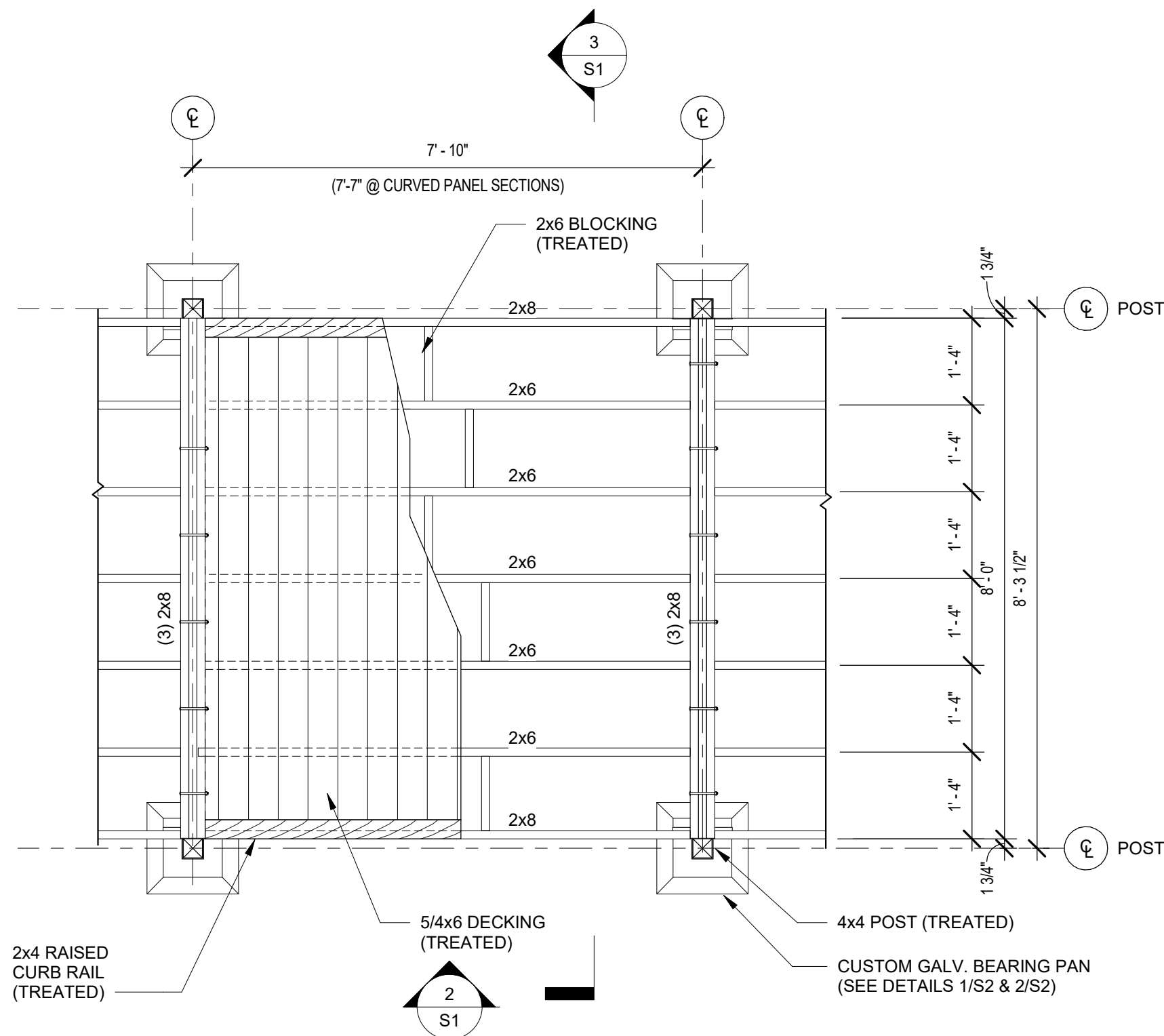
2 BOARDWALK SIDE ELEVATION
S1 1 1/2" x 1'-0"



5 BOARDWALK POST CONNECTION DETAIL
S1 1 1/2" x 1'-0"



3 BOARDWALK CROSS-SECTION
S1 1 1/2" x 1'-0"



1 BOARDWALK PLAN - TYPICAL PANEL
S1 1 1/2" x 1'-0"

NOTES

DESIGN CRITERIA

- THE PEDESTRIAN BOARDWALK IS DESIGNED IN ACCORDANCE WITH THE 2015 INTERNATIONAL BUILDING CODE & ASCE 7-10 AND THE LOAD COMBINATIONS PRESCRIBED WITHIN FOR ALLOWABLE STRESS DESIGN, WITH THE FOLLOWING:

DESIGN LOADS:

DEAD LOAD	=	12 PSF
PEDESTRIAN LOAD	=	60 PSF
GROUND SNOW LOAD	=	30 PSF
WIND LOAD	=	107 MPH
VEHICLE LOAD	=	N/A

MATERIAL STRESSES:

WOOD DECKING:	=	SYP #1
WOOD JOISTS	=	SYP#1
WOOD CURB RAILS	=	SYP #1
END BEAMS:	=	SYP SELECT STRUCTURAL

GENERAL CONSTRUCTION

- THE ENGINEER IS NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS AND METHODS OR FOR SUPERVISION OF CONSTRUCTION.
- ALL DIMENSIONS ARE TO BE CROSS-CHECKED WITH EXISTING FIELD DIMENSIONS AND APPROVED FABRICATION DRAWINGS FOR THE VARIOUS MATERIALS AND BUILDING COMPONENTS. ALL DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

SITEWORK

- THE GENERAL CONTRACTOR IS TO VERIFY ALL CONDITIONS AT THE PROJECT SITE, INCLUDING UNDERGROUND UTILITY LOCATIONS PRIOR TO COMMENCING ANY EXCAVATION ACTIVITIES.

FASTENERS:

- FASTENERS AND CONNECTORS IN CONTACT WITH TREATED LUMBER SHALL BE HOT-DIP GALVANIZED.
- DECK SCREWS SHALL BE EVERCOTE #8 x 3" DECK MATE SQUARE DRIVE BY PHILLIPS FASTENER PRODUCTS CO.
- ALL STEEL CONNECTORS SHALL BE HOT-DIP GALVANIZED.

WOOD

- ALL STRUCTURAL DIMENSIONAL LUMBER SHALL COMPLY WITH THE AMERICAN WOOD COUNCIL'S 2015 NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (2015 NDS).
- ALL WOOD MEMBERS SHALL BE PRESERVATIVE TREATED IN ACCORDANCE WITH THE AMERICAN WOOD COUNCIL REQUIREMENTS FOR PRESERVATIVE TREATED LUMBER.
- ALL WOOD MEMBERS SHALL HAVE A MAXIMUM MOISTURE CONTENT OF 19% AT THE TIME OF CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING DURING HANDLING AND ERECTION.
- THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF ALL FINAL BRACING, AS SHOWN ON DRAWINGS.

Trail Bridges
Steel Fabricating & Finishing

606 Delco Drive

P.O. Box 279

Clinton, Wisconsin 53525

Phone= 608-676-2282

Fax= 608-676-2283

CUSTOM
MANUFACTURING INC.

Project Name:
8 FT BOARDWALK

Sheet Title

BOARDWALK PLAN & DETAILS

Revisions:

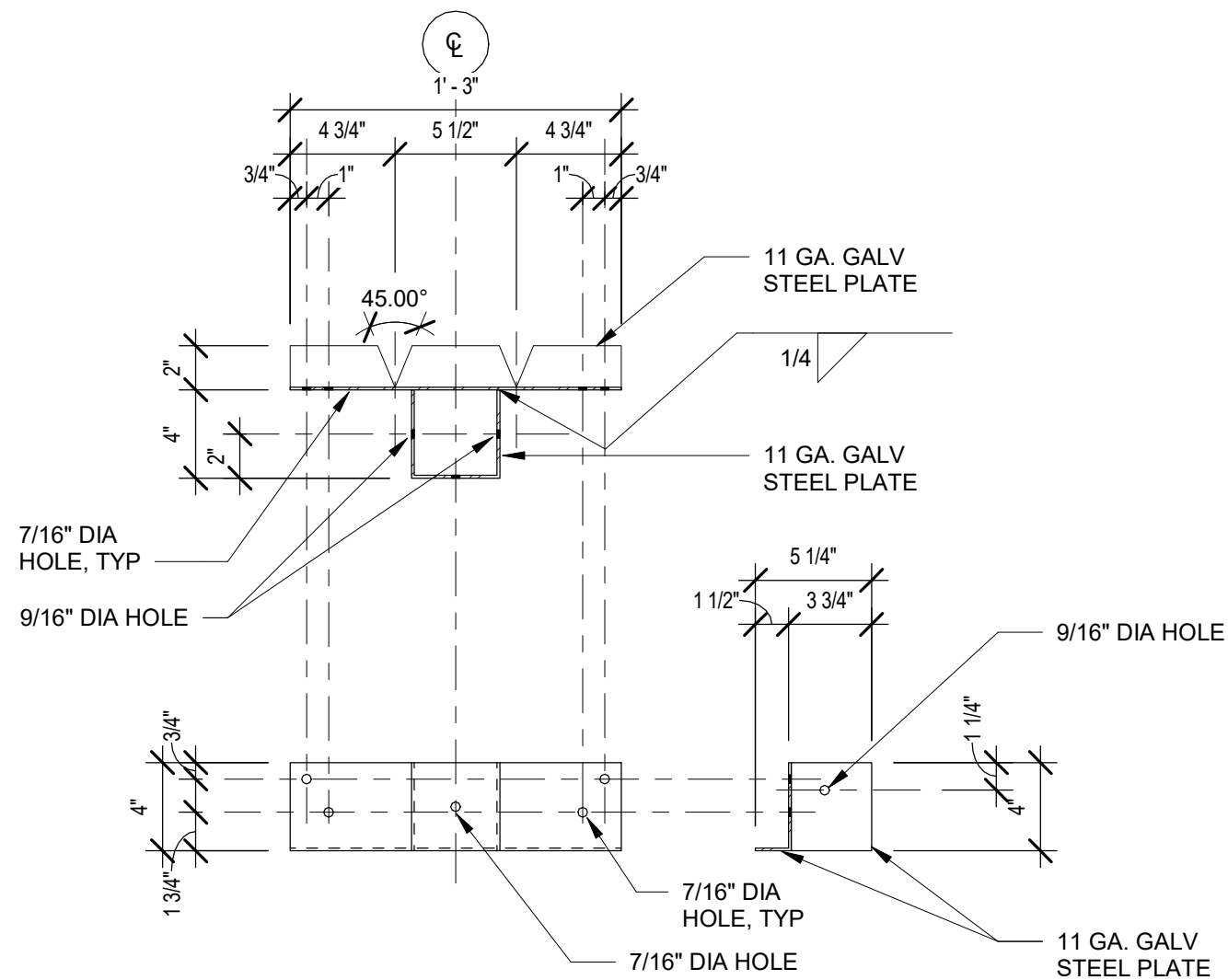
Project #: 872
Issued for: REFERENCE
Date: 2/8/2023

Sheet Number

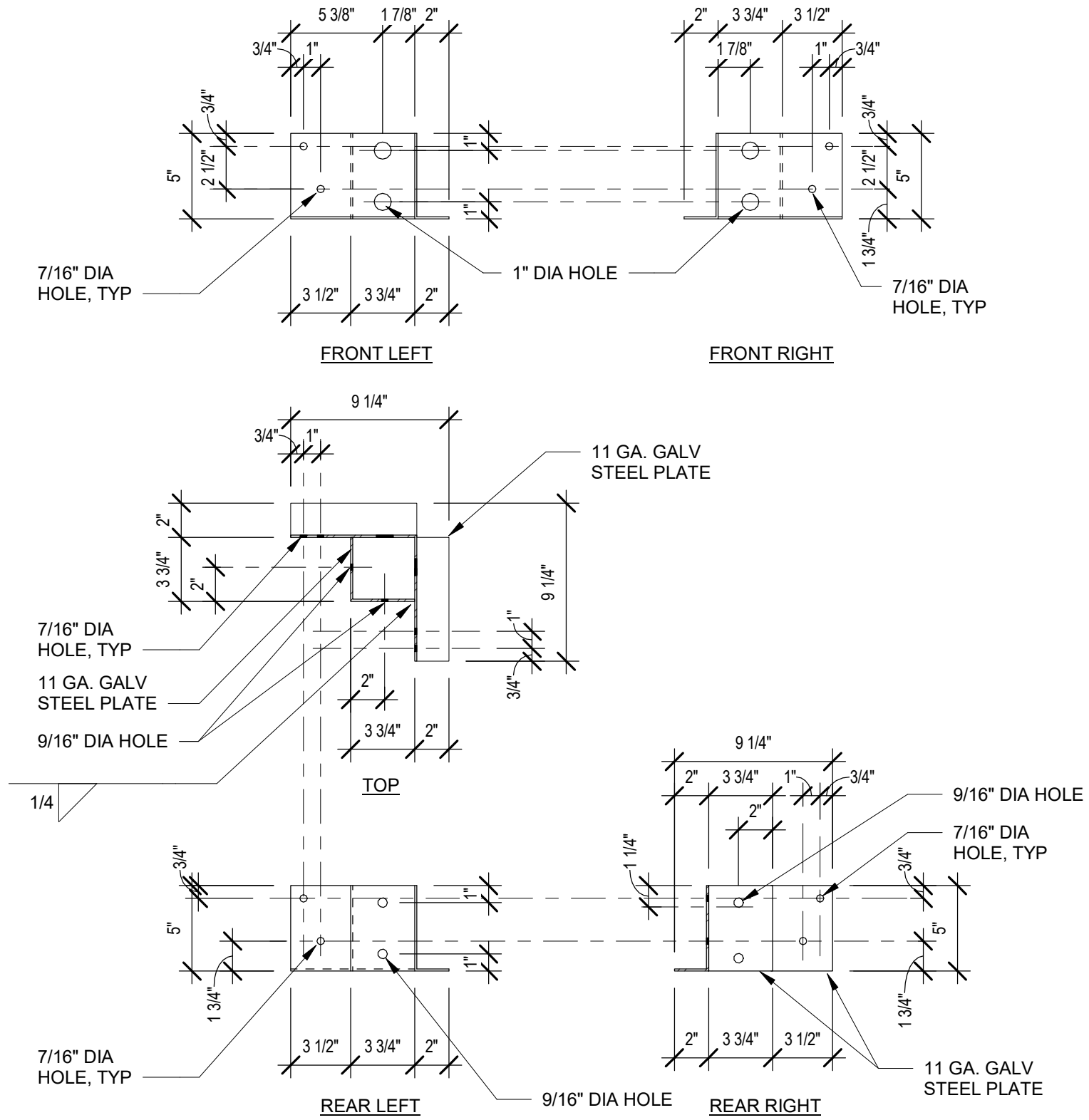
S1

FOR REFERENCE ONLY

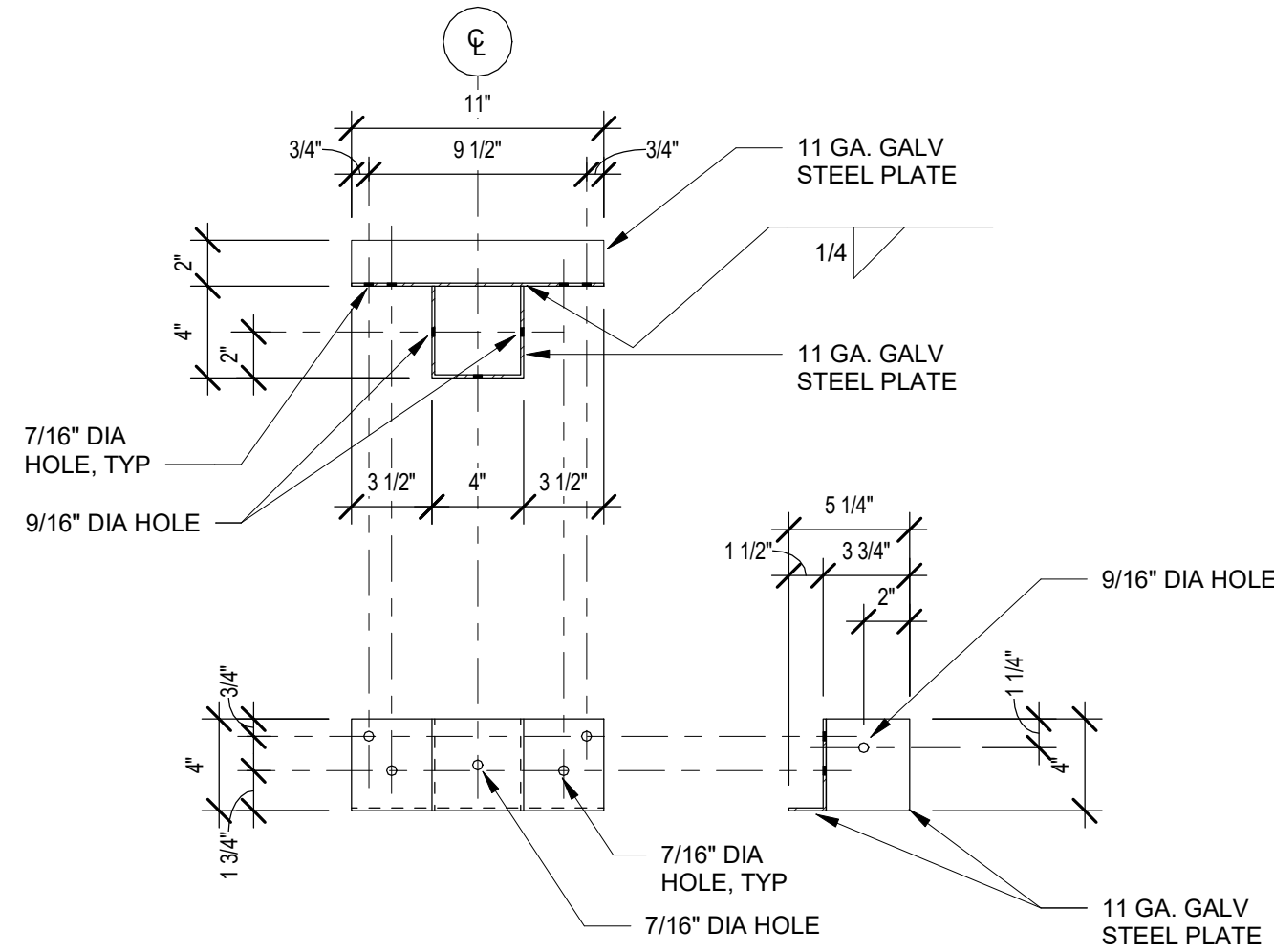
ENGINEERED DRAWINGS SPECIFIC TO THIS PROJECT ARE REQUIRED.



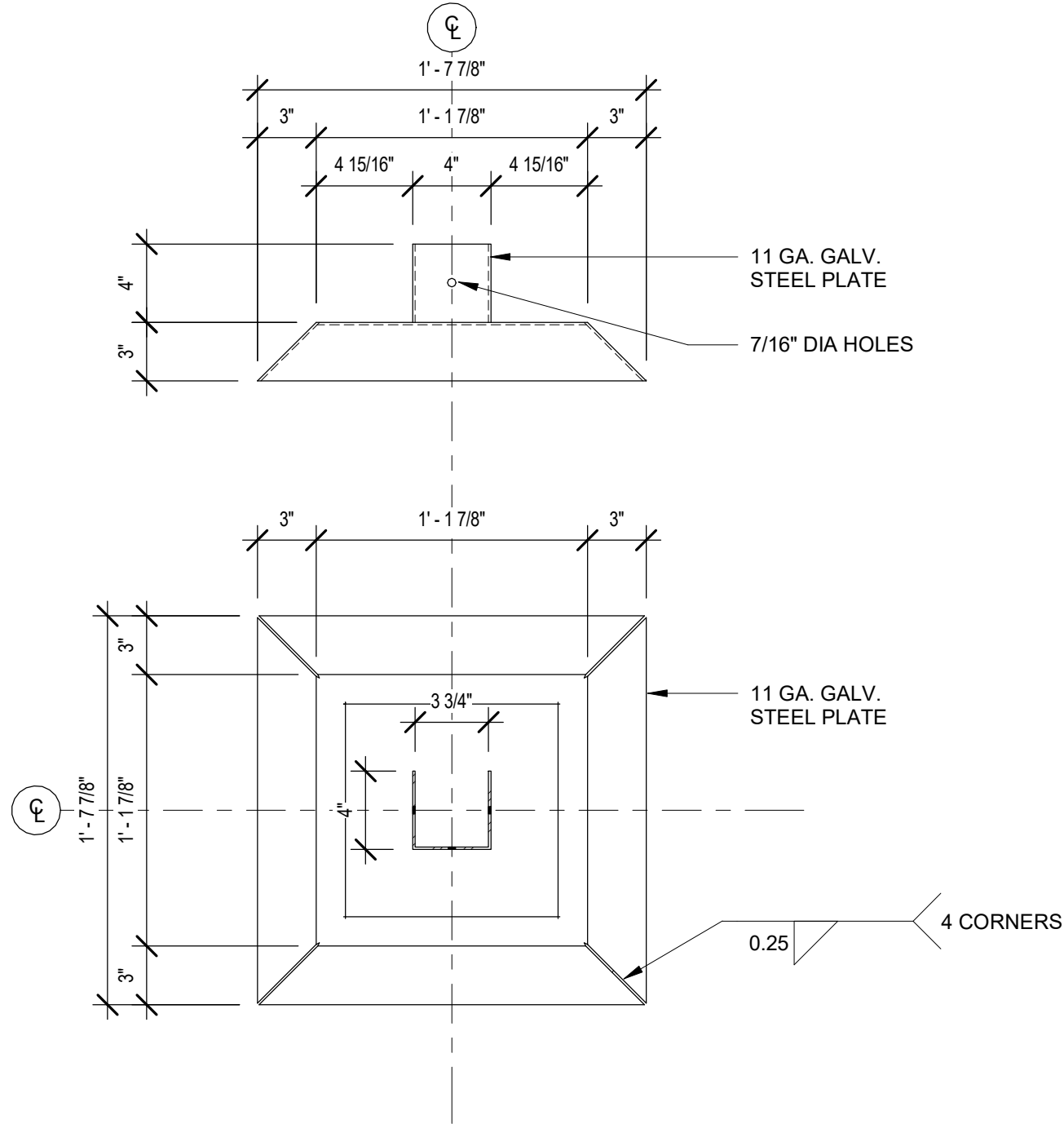
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S2 4x4 POST BRACKET - U-TURN
1 1/2" = 1'-0"



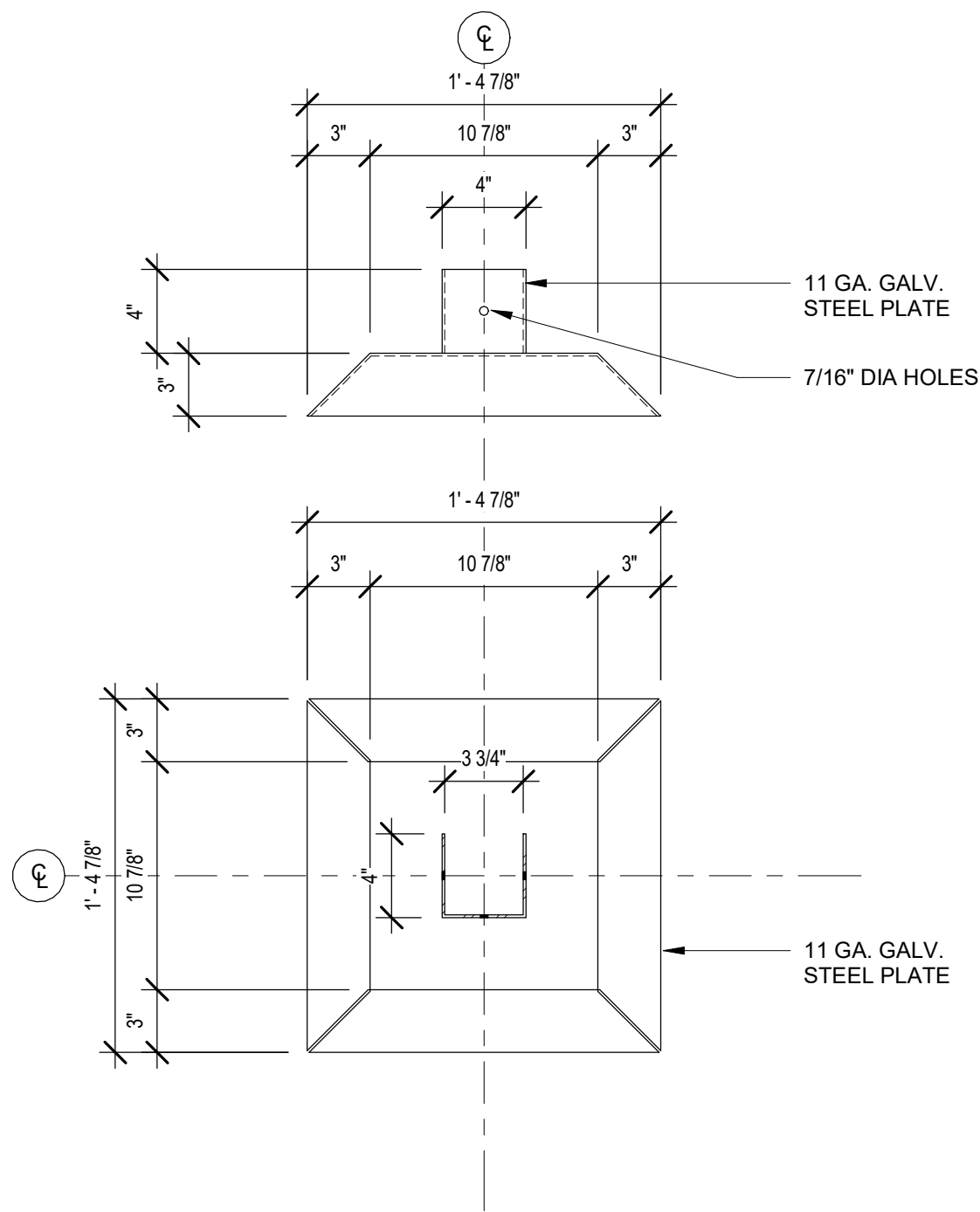
3
S2 4x4 POST BRACKET - INSIDE TURN
1 1/2" = 1'-0"



4
S2 4x4 POST BRACKET - STRAIGHT
1 1/2" = 1'-0"



2
S2 BEARING PAN - SWAMP
1 1/2" = 1'-0"



1
S2 BEARING PAN - STANDARD
1 1/2" = 1'-0"



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 7.2

Subject: Consider Ordinance Amendments Related to Signs

1. Ordinance 2025-07 Amending the City of Rogers City Code Chapter 113 Signs and Chapter 125, Section 125-50 (Table 4. Permitted Uses) Related to Sign Regulations;
2. Resolution 2025-46 Authorizing the Summary Publication of Ordinance 2025-07

Prepared By: Alec Henderson, City Planner, Kendra Lindahl

Recommended Council Action

Motion to approve Ordinance No. 2025-07 amending the City of Rogers City Code Chapter 113 Signs and Chapter 125, Section 125-50 ('Table 4. Permitted Uses') related to sign regulations.

Motion to approve Resolution 2025-46 authorizing the summary publication of Ordinance 2025-07.

Overview / Background / Analysis

In 2024, the City initiated an update of the Sign Ordinance and contracted Landform to lead this effort. Chapter 113 in the Rogers City Code regulates sign type, placement and design in the City and revisions are desired to reflect the current zoning districts and improve the usability of the Sign Ordinance.

Landform and City staff have been working with residents, commissioners and Council members to gather feedback and prepare a new sign ordinance for adoption.

The City held a community open house on November 13th to gather feedback from the community. There were roughly 20 members of the public in attendance and most were local business owners. The questions received were looking at additional signage along Highway 101, how neon lighting was being regulated, the height of freestanding signs, how billboards were being handled and what standards would be for joint signage. Generally, attendees were supportive of the proposed changes to the existing ordinance.

The Planning Commission held a public hearing on July 7th and voted to recommend approval of the changes to move construction signs and real estate signs from the exempt signs section to the temporary signs section of the ordinance. The attached ordinance reflects those changes.

Analysis of Primary Issues

The changes to the sign ordinance will be significant; therefore, the update will be a repeal and replace of the ordinance. The goal of the update is to reflect the current zoning districts, make the ordinance clear and concise by reducing unnecessary text and utilizing tables and graphics where appropriate. As part of the changes there were significant text edits made to clarify language and reorganize for clarity.

The sign ordinance was drafted to accomplish several goals including:

- Increased clarity.
- Reduce repetition and eliminate unnecessary language.
- Change from sign districts to zoning districts.
- Remove all content-based regulations.
- Exempt murals and sculptures from sign standards. These types of improvements are not defined as signs and will not require a sign permit.
- Update the ordinance for modern technology associated with lighting and electronic signs.
- Encourage electronic conversion for billboards.
- Include additional graphics in the ordinance to better depict sign types and measurements.
- Additionally, the Zoning Ordinance use table (Table 4) was modified to remove billboards as an interim use in the industrial districts. The sign ordinance prohibits billboards in all districts but provides new standards for improving existing legal, non-conforming billboards.
- Ensure compliance with state and federal regulations. The City Attorney will review the draft ordinance prior to adoption to confirm that there are no conflicts.

The ordinance format and organization are new and it is difficult to compare the existing ordinance with the proposed draft to highlight specific changes. However, the following are the notable changes that were made to the ordinance as follows:

- All sign standards are now tied to the zoning district of the property. The square footage for freestanding signs has been made consistent across the commercial and industrial districts and is generally an increase to the allowed size. Table 1 and Table 2 have been added to clearly show the allowed signage in each zoning district.

TABLE 1.

Sign Types	Zoning Districts				
Permanent	R-1, R-2, R-3, R-4, R-5, AG, OP	LC, RC, GI	SB	ND	DT ²
Awning	NA	Allowed	Allowed	Allowed	Allowed
Canopy	NA	Allowed	Allowed	Allowed	Allowed
Electronic Message Center	NA	NA	Allowed	NA	Allowed
Freestanding	Allowed (monument only)	Allowed	Allowed	Allowed	Allowed
Internal Wayfinding	R-4, R-5 and OP only	Allowed	Allowed	Allowed	Allowed
Menu Board	NA	Allowed	Allowed	Allowed	Allowed
Projecting	NA	NA	NA	NA	Allowed
Wall	R-4, R-5 and OP only	Allowed	Allowed	Allowed	Allowed
Window	NA	Allowed	Allowed	Allowed	Allowed
Temporary (all types) ¹	Allowed	Allowed	Allowed	Allowed	Allowed

Notes:

NA means “not allowed.”

¹Refer to 113.09 for a list of temporary sign types.²Refer to 113.10 for sign standards.

And

TABLE 2

Sign Types	Zoning Districts					
Permanent	R-1, R-2, R-3, AG	R-4, R-5, OP ¹	LC, RC	SB, GI	ND	DT ²
Freestanding	32 square feet (monument only)	60 square feet (monument only)	120 square feet	120 square feet	64 square feet	32 square feet
Internal Wayfinding	NA	6 square feet	6 square feet	6 square feet	6 square feet	6 square feet
Projecting	NA	NA	NA	NA	NA	12 square feet
Wall	NA	10% of the building front	10% of the building front	10% of the building front	10% of the building front	10% of the building front
Window	NA	33% of window area	33% of window area	33% of window area	25% of window area	25% of window area

Notes:

NA means “not allowed.”

¹Institutional uses in all residential districts shall follow the standards for R-4, R-5 and OP²Refer to 113.10 for additional sign standards.

- New clearer lighting standards for internal and external lighting that line up with industry standards were added.
- There was a section added to account for multi-tenant sites to allow for a master sign plan associated with a multitenant building.
- There was a section added for multi-business signage to allow a single shared sign for multiple parcels.
- A special exception was included for institutional uses located in residential districts.
- Temporary sign standards have been revised for clarity, with no temporary signs allowed in the right-of-way.
- Included Rogers Downtown Master Plan by reference in the Downtown (DT) district.
- Included language to allow existing billboards to convert to electronic.

Planning Commission Review

The proposed sign ordinance was reviewed at the July 7th Planning Commission meeting. No individuals spoke at the public hearing related to this matter. Commission discussion focused primarily on temporary signage, specifically temporary real estate signage and construction. The Commission and staff discussed potential options and the direction of the Commission was to remove real estate and construction signage from exempt signage types and include that within the temporary sign section with parameters related to the duration of time these signs would be allowed to be on a property. The recommended Planning Commission changes have been incorporated into the proposed ordinance. The Planning Commission unanimously recommended approval of the ordinance with the changes as previously discussed.

Staff Recommendation

Staff recommend approval of Ordinance 2025-07 amending the City of Rogers City Code Chapter 113 Signs and Chapter 125, Section 125-50 (Table. 4 Permitted Uses) related to sign regulations. Staff also recommend approval of Resolution 2025-46 authorizing the summary publication of Ordinance 2025-07.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Ord. 2025-07 - Sign Code Update
- B. Resolution 2025-46 Summary Publication of Ord 2025-07

**CITY OF ROGERS
ORDINANCE NO. 2025-07**

**AN ORDINANCE AMENDING THE CITY OF ROGERS CITY CODE
CHAPTER 113 SIGNS AND CHAPTER 125, SECTION 125-50 (TABLE 4.
PERMITTED USES) RELATED TO SIGN REGULATIONS**

THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, HEREBY ORDAINS:

SECTION 1. Section 113 (Signs) of the City Code is hereby repealed and replaced in its entirety with the new Section 113, which is found on the attached Exhibit A.

SECTION 2. Chapter 125, Section 125-50 (Table 4. Permitted Uses) of the Rogers City Code is hereby amended remove Billboard as an interim use as by deleting provisions shown with a ~~strike through~~ as follows:

Table 4 Permitted Uses, E. Commercial:

Communications									I	I			I	I
Billboard									I	I			I	I
Tower, Wireless Communication ¹	I	I	I	I					I		I	I		
Tower, Transmission	I	I	I	I					I		I	I		
Food & Entertainment														

SECTION 3. This Ordinance shall take effect and be in force immediately after its passage and publication in accordance with applicable law.

Dated the 22nd day of July, 2025.

Mayor

ATTEST:

City Clerk

EXHIBIT A
ROGERS SIGN ORDINANCE

SECTION 113: SIGN ORDINANCE

113-01: Purpose

Subd. 1. The purpose and intent of this chapter is to:

1. Regulate the number, location, size, type, illumination, and other physical characteristics of signs within the City in order to promote public health, safety, and welfare.
2. Maintain, enhance, and improve the aesthetic environment of the City by preventing visual clutter that is harmful to the appearance of the community.
3. Improve the visual appearance of the City while providing effective means of communication, consistent with constitutional guarantees and the City's goals of public safety and aesthetics.
4. Provide for fair and consistent enforcement of the sign regulations set forth herein under the zoning authority of the City.
5. Ensure adequate means of expression as allowed by the first amendment of the U.S. Constitution and other federal, state, and local laws.
6. Minimize hazards caused by signs that are structurally unsound, interfere with sightlines or unduly distract drivers, pedestrians, or bicyclists

Subd. 2. Applicability. Any sign erected, altered, or maintained after the effective date of this ordinance shall conform to the regulations in this chapter.

Subd. 3. Scope of regulations. These sign regulations apply to all structures and land uses within the City. This chapter outlines signage standards for both permitted and conditional uses across the zoning districts. No individual may place, erect, or maintain a sign, nor permit a property under their control to be used for such a sign, unless it complies with this chapter and all applicable regulations.

It is not the purpose or intent of this chapter to regulate the message displayed on any sign; nor is it the purpose or intent of this chapter to regulate any building design or any display not defined as a sign, or any sign which cannot be viewed from outside a building.

Subd. 4. Interpretation.

1. The provisions of this chapter shall be held to be the minimum requirements for the purpose of promoting public health, safety, morals, and general welfare.
2. When any condition imposed by any provision of this chapter is either more restrictive or less restrictive than similar conditions imposed by any provision of any other applicable law, City Code provision, statute, resolution, or regulation of any kind, the more restrictive one which imposes higher standards or requirements shall

prevail

113-02: Definitions

The following terms, as used in this chapter, shall have the meanings stated. All measured distances expressed in feet shall be to the nearest tenth of a foot. For the purpose of this chapter, the following definitions shall apply:

Awning Sign. A building sign attached to, affixed to, or painted on an awning.

Banner Sign. A sign made of fabric or other similar nonrigid material with no enclosing framework or electrical components that is supported or anchored on two or more edges or at all four corners.

Billboard. An off-premises sign intended by the sign owner to be available for sale, lease, or rental for the purpose of promoting any commercial activity which is not situated on the same property as the billboard or of promoting any product or service which is not primarily available on the same property as the billboard; and incidentally used for the display of public service messages.



Building, Front. The face or faces of the building tied to the front lot line or lines.

Building Sign. A building sign is attached to or supported by a building whether it is the wall, window, or roof of the building. This sign type includes awning, canopy, marquee, projecting, roof, and wall signs.

Canopy Sign. A building sign attached to, affixed to, or painted on a canopy.

Double-Faced Sign. A sign with two identical faces that is designed so only one face can be viewed at one time. Only one side of a double face or V-type sign structure shall be used in computing total surface area, provided the maximum angle between faces of double-faced or V-type signs is 45 degrees.

Electronic Message Center (EMC). A sign that can display words, symbols, figures, or images that can be electronically changed by remote or automatic means.

Flag. Any fabric or flexible material attached to or designed to be flown from a flagpole or other similar structure.

Freestanding Sign. A sign on a frame, pole, or other, support structure not attached to any building. This sign type includes pylon, post and arm, and monument signs.

Internal Wayfinding. A sign used to aid customers in circulation within parking areas for multifamily or nonresidential uses. These signs could come in the form of monument, pylon, post and arm, or wall sign types.

Marquee Sign. Any building sign attached to a marquee, a permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Menu Board. A freestanding menu sign oriented to the drive-through lane for a restaurant, coffee shop or other establishment.

Monument Sign. A freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structural features other than support poles.

Mural. All or any portion of artwork upon the exterior wall of a building or other structure which would not constitute a sign under this ordinance.

Off-Premise Sign. A sign whose message is unrelated to the premises or the activity and use occurring on the premises on which the sign is located.

On-Premise Sign. A sign whose message is related to the premises or the activity and use occurring on the premises on which the sign is located.

Permanent Sign. A sign structure that is intended for permanent display due to the construction, materials, placement, or installation. See also building and freestanding sign definitions.

Political or Noncommercial Sign. means a sign posted by a person or group promoting or commenting on a political issue, opinion or candidate for political office. Signage shall be placed on private property, not within 10 feet of a driveway, except as otherwise permitted by MN Statutes §211.b.045.

Post and Arm Sign. A type of freestanding sign supported by a post and arm.

Portable Sign. A sign which is designed or intended to be moveable, including by trailer or on its own wheels, even though the wheels of such sign may be removed.

Projecting Sign. A type of building sign extending outward from the face of the building.

Pylon Sign. A freestanding sign supported by at least two posts so that the sign and supports are finished to grade by encasing the posts in a material consistent with the sign.

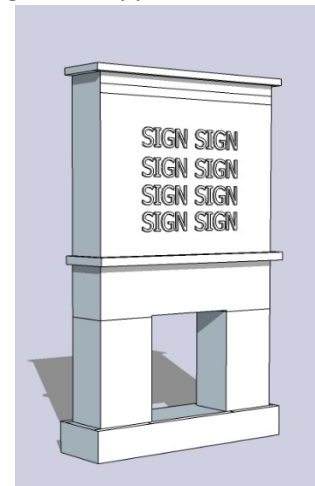
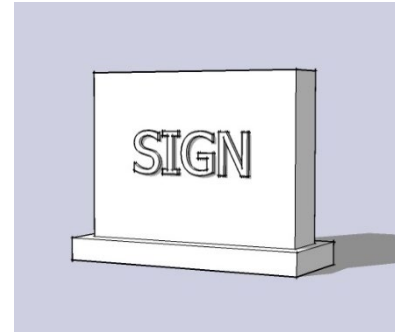
Roof Sign. Any single or double-faced signs mounted upon the roof of a building. This also includes signs painted or displayed directly upon the roof surface.

Rotating Sign. A sign that revolves, rotates, or mechanically moves.

Sign. A device, structure, or fixture which communicates a message using words, graphics, letters, figures, symbols, trademarks, or other visual representations. Painted wall designs or patterns are not considered signs.

Structure. means a structure, including the supports, uprights, bracing and framework, that supports or can support a sign.

Temporary Sign. A sign intended to display either commercial or noncommercial messages of a transitory or temporary nature. Portable signs or any sign not permanently embedded in the ground, or not permanently affixed to a building or sign structure that is permanently embedded in the ground, are



considered temporary signs.

Wall Sign. A building sign mounted flat against a wall or painted on the wall of a building or structure with the exposed face of the sign in a plane parallel to the face of the wall.

Window Sign. A sign posted, painted, placed, or affixed to the interior or exterior of a window.

113-03: Sign Permits

- Subd. 1. Applicability. Except for routine maintenance, no sign may be painted, constructed, erected, remodeled, relocated, or expanded until a sign permit is obtained in accordance with the applicable building code. No sign permit shall be issued for any sign unless the sign is permitted by, and complies with, the regulations of this chapter.
- Subd. 2. Application.
1. A sign permit application shall be submitted for all signs requiring a permit.
 2. All sign permit applications shall be accompanied by a permit fee according to the adopted fee schedule.
 3. A sign permit application shall be accompanied by the following items:
 - a. A site plan and/or building elevations showing the position, height, and dimensions of the sign(s) in relation to all nearby existing or proposed buildings, structures, and property lines.
 - b. Written consent of the property owner of the building or site upon which a sign is to be erected, constructed, or maintained.
 - c. Such other information as the Zoning Administrator requires to show full compliance with this and all other laws and ordinances of the City.
- Subd. 3. Review. Sign permits are reviewed administratively by the Zoning Administrator.
- Subd. 4. Appeals.
1. Applicants wishing to appeal a determination by the Zoning Administrator shall do so in writing within 10 days of said determination.
 2. Appeals from the Zoning Administrator's determination shall be heard by the Board of Adjustment and Appeals, and a recommendation made to City Council.
 3. The Board of Adjustment and Appeals shall consider the appeal within 60 days of filing the appeal by the applicant.
- Subd. 5. Nullification. A sign permit shall become null and void if the work for which the permit was issued has not been completed within a period of six months after the date of the permit. A permit may be renewed, and no additional fee shall be collected for the renewal.
- Subd. 6. Revocation. The City may revoke a permit when a sign is in violation of this chapter or any other ordinance in the City of Rogers. Any signs installed under a revoked permit shall be removed within 10 days of written notice of the revocation. If the owner or lessee fails to remove the sign, the Zoning Administrator shall give the owner 30 days written notice to remove it. Upon failure to comply with the notice, the Zoning

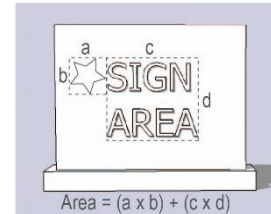
Administrator may have the sign removed at the owner's expense.

113.04: General Sign Regulations

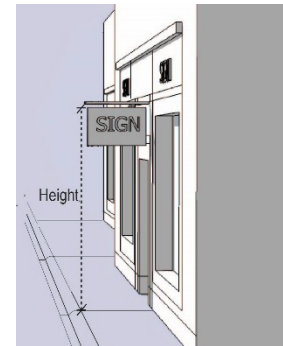
Subd. 1. Applicability. All permanent and temporary signs, except official traffic and street signs, shall conform to the provisions of this section and any other ordinance or regulations of the City.

Subd. 2. Sign area measurement.

1. The area to be calculated is the area within the smallest rectilinear perimeter that contains the entire signboard or module. The area of a sphere shall be computed as the area of a circle.
2. Only one side of a double-faced sign shall be considered in determining the total display surface area. The face shall be that portion of a sign upon which the message, advertisement or similar display is presented, as distinguished from the structural members.



Subd. 3. Sign height measurement. The height of a sign shall be measured from the natural grade, or, if elevations of the centerline of the nearest frontage street are provided by the sign applicant, this point of elevation may be used rather than the natural grade.



Subd. 4. Placement.

1. If the bottom edge of the sign copy is not located more than 10 feet above the ground with supports that do not encroach on the clear vision of approaching traffic from any exit from the site, the sign must be located to preserve the following clear vision area. The clear vision area shall be an area within a triangle created beginning at the intersection of the midpoint of the driveway and the curb or edge of pavement line of the street and extending 35 feet in the direction of approaching traffic and 25 feet toward the interior of the property, and then a line connecting these two points.
2. Signs and their supporting structures shall not interfere with any surface and underground utility or communications lines or equipment.
3. No sign shall be mounted on chimneys, rooftop equipment, towers, cooling towers, elevator penthouses, commercial antennas, communication towers, belfries, church spires and cupolas.
4. No sign shall be pasted or attached to utility poles, trees, fences, or other signs.
5. No sign shall be pasted or attached to City property or equipment without permission from the governing body and shall be subject to all related laws and

ordinances.

6. Except as provided for elsewhere in this ordinance, private signs may not encroach or overhang the public right-of-way.

Subd. 5. Materials and construction.

1. All signs shall be constructed of durable materials using noncorrosive fastenings.
2. All signs shall be constructed in such a manner and of such material to be considered safe and substantial.
3. Signs which utilize electricity must meet the following provisions.
 - a. Be installed in accordance with the current applicable electrical code.
 - b. All necessary electrical and building permits must be obtained prior to placement.
 - c. Electrical service to freestanding signs shall be underground.
 - d. Exposed wiring or conduit shall not be allowed, unless the conduit matches the surface it is attached to.
 - e. All work shall be completed by an electrical contractor licensed by the State of Minnesota.

Subd. 6. External lighting.

1. Lighting must be directed at the sign and must be shielded (not be visible to pedestrians, motorists, or neighboring residents or businesses).
2. Lighted signs shall be no closer than 20 feet from the nearest residential property.
3. Lighting must not exceed zero footcandles at any property line.
4. Lighting for wall signage must be backlit or downcast.

Subd. 7. Internal lighting.

1. No sign may be of such intensity or brilliance as to impair the vision of a motor vehicle driver with average eyesight or to otherwise interfere with the driver's operation of a motor vehicle.
2. No sign may be of such intensity or brilliance that it interferes with the effectiveness of an official traffic sign, device or signal.
3. Signs using an LED (light emitting diode) light source shall not exceed a luminance level of 500 candela per square meter (nits) between sunset and sunrise and shall not exceed a luminance level of 5,000 candela per square meter between sunrise and sunset.

4. Signs using fluorescent, neon, or incandescent light sources shall not exceed 12 watts per square foot of sign surface area.

Subd. 8. Maintenance.

1. All signs and components thereof shall be kept in good repair and in safe, neat, clean, and attractive condition and in compliance with all applicable building code requirements.
2. All permanent signs shall be properly painted including all parts and supports of the sign unless such parts or supports are galvanized or otherwise treated to prevent rust.
3. If any property use or business changes ownership, all signs on that property, including any sign identifying a business no longer in existence, shall be brought into conformance within 30 days.
4. Any sign which becomes structurally unsafe or endangers the safety of a building or premises, or endangers the public safety, shall be considered a public nuisance and shall repaired or removed by the owner, agent, or person having the beneficial use of the building, structure, or land upon which the sign is located within 30 days after written notification from the Zoning Administrator.

113.05: Sign Area and Location Regulation.

Subd. 1. Applicability. The following district regulations and sign standards are applicable to all permanent and temporary sign types.

Subd. 2. Acceptable sign types by zoning. See standards for sign types in Section 113.06.

TABLE 1.					
Sign Types	Zoning Districts				
Permanent	R-1, R-2, R-3, R-4, R-5, AG, OP	LC, RC, GI	SB	ND	DT²
Awning	NA	Allowed	Allowed	Allowed	Allowed
Canopy	NA	Allowed	Allowed	Allowed	Allowed
Electronic Message Center	NA	NA	Allowed	NA	Allowed
Freestanding	Allowed (monument only)	Allowed	Allowed	Allowed	Allowed
Internal Wayfinding	R-4, R-5 and OP only	Allowed	Allowed	Allowed	Allowed
Menu Board	NA	Allowed	Allowed	Allowed	Allowed
Projecting	NA	NA	NA	NA	Allowed
Wall	R-4, R-5 and OP only	Allowed	Allowed	Allowed	Allowed
Window	NA	Allowed	Allowed	Allowed	Allowed
Temporary (all types) ¹	Allowed	Allowed	Allowed	Allowed	Allowed
Notes: NA means "not allowed." ¹ Refer to 113.09 for a list of temporary sign types. ² Refer to 113.10 for sign standards.					

Subd. 3. Planned Unit Developments. All developments must comply with standards for the underlying zoning district. PUD master sign plans shall be approved as part of the Preliminary PUD development plan. The content for a master plan shall follow Section 113.07 Subd. 3 (2).

113.06: Standards for Permanent Signs

Subd. 1. Sign Standards by Zoning District.

TABLE 2						
Sign Types	Zoning Districts					
Permanent	R-1, R-2, R-3, AG	R-4, R-5, OP¹	LC, RC	SB, GI	ND	DT²
Freestanding	32 square feet (monument only)	60 square feet (monument only)	120 square feet	120 square feet	64 square feet	32 square feet
Internal Wayfinding	NA	6 square feet	6 square feet	6 square feet	6 square feet	6 square feet
Projecting	NA	NA	NA	NA	NA	12 square feet
Wall	NA	10% of the building front	10% of the building front	10% of the building front	10% of the building front	10% of the building front
Window	NA	33% of window area	33% of window area	33% of window area	25% of window area	25% of window area
	Notes: NA means “not allowed.” ¹ Institutional uses in all residential districts shall follow the standards for R-4, R-5 and OP ² Refer to 113.10 for additional sign standards.					

Subd. 2. Setbacks. Unless specifically noted otherwise, all permanent freestanding signs shall be set back a minimum of one foot from any property line and a minimum of three feet from any parking area or driveway. No sign shall be located within a drainage and utility easement. The City may require a greater or lesser setback due to public safety reasons, which may include the following conditions: vehicle sight distance, distance from intersection, designation of adjacent right-of-way, etc.

1. Menu boards and internal wayfinding signs are exempt from the setback standards from the parking area or driveway.

Subd. 3. Awning sign.

1. Signs shall not exceed 75% of individual awning area or awning width.
2. One awning sign per side of structure with street frontage.
3. The awning structure shall have a minimum of 12-foot vertical clearance above sidewalk or pathway.
4. Awnings shall be considered to be an integral part of the structure to which they

are accessory. Signs may be attached to an awning, but such structures shall not be considered as part of the wall area and thus shall not warrant additional sign area.

Subd. 4. Canopy sign.

1. Signs shall not exceed 75% of individual canopy area or canopy width.
2. One canopy sign per side of structure with street frontage.
3. The canopy structure shall have a minimum of 12-foot vertical clearance above sidewalk or pathway.
4. Canopies shall be considered to be an integral part of the structure to which they are accessory. Signs may be attached to a canopy, but such structures shall not be considered as part of the wall area, and thus shall not warrant additional sign area

Subd. 5. Freestanding (includes monument, pylon, and post and arm sign types).

1. One freestanding sign per lot.
 - a. Except that in the R-1, R-2, R-3, R-4, R-5, OP and AG only one monument sign is permitted per subdivision.
2. Height.
 - a. Post and arm signs shall not exceed eight feet above existing grade.
 - b. Monument signs shall not exceed eight feet above existing grade.
 - c. Pylon signs shall not exceed 12 feet above existing grade.
 - d. Electronic message center signs shall not exceed eight feet above existing grade.
 - e. Freestanding signs located on parcels that abut the Interstate 94 freeway may be constructed to a maximum height of 30 feet, provided the sign meets all other criteria of this ordinance. A parcel which, but for the location of an intervening frontage road between said parcel and the freeway, shall be deemed to abut the freeway. For all such parcels, the sign may only be located in the yard which directly abuts the freeway or frontage road as applicable.
3. Design
 - a. All exposed pole or post structures must be wrapped or faced with stucco, architectural metal, brick or stone consistent with the building architecture for the bottom eight feet of the structure.
 - b. The area around freestanding signs shall be landscaped with plantings and

maintained in such a manner to accent and enhance the sign.

Subd. 5. Electronic message centers (EMC).

1. General.

- a. EMCs shall only be permitted on freestanding signs.
- b. Non-conforming signs shall not be eligible for conversion to an electronic message center, except for off-premises, billboard or advertising signs.

2. One electronic message center sign structure may be allowed per site.

3. EMCs shall adhere to the height standards for freestanding signs.

4. EMC display.

- a. EMCs shall maintain no less than a 10 second cycle time for any images and messages.
- b. Any change from one static display to another must be instantaneous and shall not include any distracting effects, such as dissolving, spinning, or fading. Animation, motion, or video displays are prohibited.
- c. The images and messages displayed must be complete in themselves without continuation in content to the next image or message or to any other sign.
- d. No EMC shall have a brightness level that exceeds 0.3 foot-candles above ambient light as measured from the property line.
- e. Signs using an LED (light emitting diode) light source shall not exceed a luminance level of 500 candela per square meter (nits) between sunset and sunrise, and shall not exceed a luminance level of 5,000 candela per square meter between sunrise and sunset.
- f. All EMC signs shall include certification from the sign's manufacturer that the sign has been preset to conform to the luminance levels noted above and these settings are protected from end users' manipulation by password protected software.
- g. EMCs may use multiple colors within the display, but the use of color shall not create distraction or a hazard to the public health, safety, or welfare.

5. Operation.

- a. All EMCs shall be equipped with a means to immediately discontinue the display if it malfunctions.
- b. The owner of an EMC must immediately cease operation of their sign when notified by the City that it fails to comply with the standards of this chapter.

Subd. 6. Internal wayfinding sign.

1. Appropriate number of signs to provide directional assistance given size of site and circulation pattern as determined by the Zoning Administrator.
2. Signs shall not exceed eight feet in height.
3. Internal wayfinding signs may come in the form of monument, pylon, or post and arm sign types.
4. Signs shall be designed in a uniform manner (within individual subdivision or center) using consistent background color and typeface colors.

Subd. 7. Menu Board Signs.

1. No more than two signs that serve customers via automobiles are allowed with a maximum total combined area of 64 square feet.
2. In no instance shall a sign be greater than 50 square feet or exceed eight feet in height from grade to the top of the sign.
3. Extenders shall not be attached to any sign in excess of the maximum size allowed. The menu board sign area may be additional to the permitted wall and freestanding sign area allotted to the building.

Subd. 8. Wall.

1. One sign per tenant per façade visible from an adjacent street, alley, or customer parking lot. Not more than three signs shall be allowed per tenant.
2. Wall signs shall not stand more than four inches away from the wall.
3. Wall signs shall maintain a minimum vertical clearance of eight feet above sidewalk grade.

Subd. 9. Off-premises, billboard or advertising signs.

Signs existing at the time of the adoption of this ordinance shall continue to be subject to the expiration provision provided by their respective approvals. In all districts, a billboard sign shall be considered a freestanding sign and limited to one sign per site. The following standards apply to billboards existing at the adoption of this ordinance.

1. Off-premises signage shall be limited to 680 square feet in total size.
2. The digital display shall meet the standards for an electronic message center in Section 113-06 Subd. 5(4).
3. All visible sign support columns shall be concealed with approved architectural embellishments. The materials used in the sign support embellishments shall be primarily natural stone, brick, approved masonry panels, stucco, or architectural metal.
4. Any owner of a digital display off-premises sign also hereby agrees to post public service messages, if requested by the city, as deemed necessary by the city.

113.07: Multitenant Buildings.

- Subd. 1. The property owner shall be responsible for allocating the allowable sign area among the tenants of multi-tenant buildings. If the owner does not allocate the sign area, the City may do so based on the relative floor area or tenant frontage.
- Subd. 2. The total surface area of all individual signs on the buildings shall not exceed the maximum square footage requirements.
- Subd. 3. Master sign plan. A master sign plan is required to control total sign area and sign placement to help eliminate incongruities as tenants/occupants change.
 - 1. No permit shall be issued for an individual sign per Section 113.03 without a submittal of a master sign plan as part of the permit application.
 - 2. A master sign plan shall contain the following information:
 - a. A scaled site plan showing location of buildings, parking lots, driveways and landscaped areas and an accurate indication on the site plan of the proposed location of present and future signs of any type, whether requiring a permit or not.
 - b. Scaled color drawings clearly showing the location of the sign on the site or building elevation.
 - c. Dimensions of each sign per plan including a summary table with said dimensions.
 - d. The plan shall bear the signature of all owners or their authorized agents in such form as required by the City or as a part of applicable and active restrictive covenants.
 - e. A master sign plan may be amended by filing administratively a new master sign plan that conforms to all requirements of this chapter.
 - f. After approval of a master sign plan by the Zoning Administrator, no sign shall be erected, placed, painted, or maintained, except in conformance with approved master sign plan and such plan may be enforced in the same way as provisions of this chapter.

- 113.08: Multi-Business Signs.
- Subd. 1. The multi-business sign, hereinafter referred to as MBS, shall only be permitted in LC, GI, ND, RC and SB Zoning Districts.
- Subd 2. The intent and purpose of multi-business signs are:
1. To promote commercial depth rather than first tier strip development along highway corridors.
 2. To allow area identification and commercial identification of business sites in a manner that coordinates traffic safely and effectively.
 3. To minimize individual freestanding signage by allowing clustering of two or more area identification and/or freestanding signs on a single MBS in exchange for separate freestanding signs on each business site.
 4. To cluster MBS signage at major intersections.
 5. To require high architectural standards for MBS which would incorporate natural wood, stone, brick or manufactured like products in the freestanding structure.
 6. To require base landscaping and maintenance.
 7. To allow area identification and commercial business identification on approved MBS for developments and/or businesses located within a one-half mile radius of the MBS location.
- Subd. 3 No MBS may be erected or maintained until a master sign plan, signed by the owner(s) of all properties on which any area or business is located whose identification sign is proposed to be included on any MBS covered by the plan, is filed with, and approved by the City.
- Subd. 4 The applicant(s) shall submit diagrams, drawings, pictures and other information as requested by city staff describing each MBS proposed.
- Subd. 5 After the city's approval of an MBS plan, no freestanding signs other than those included in the approved plan shall be kept erected, placed or maintained on the properties covered by the plan. Any existing freestanding signs other than the MBS must be removed.
- Subd. 6 At least one business from the parcel where the MBS is located must have space on the sign.
- Subd. 7 Each business displayed on the MBS must be within one-half (1/2) mile of the MBS and be within the city limits of Rogers.
- Subd. 8 Notwithstanding any other provision of this code, no business located on property which is covered by any approved MBS plan shall be permitted to keep erect, place or maintain any freestanding sign on such property except as referenced in the

approved plan. Such business may, however, erect, place and maintain any other signs (such as building, monument, directional signs, etc.) otherwise permitted by this code.

113.09: Standards for Temporary Signs.

Subd. 1. Applicability. Temporary signs are not intended for permanent installation. Temporary signs come in a variety of types, each of which is regulated below. Where not specifically defined, temporary signs shall be regulated per Subd. 2, below.

Subd. 2. General regulations.

1. A permit shall be obtained for each location and time period for placement of temporary signs, except:
 - a. Temporary signs under eight square feet in an area shall not be required to obtain a permit provided that the posting date of the sign is legibly and permanently printed on the sign.
 - b. Farm stands in any district are permitted to display a temporary sign less than 16 square feet in area during the period of sales. Temporary commercial signs shall advertise an activity on the property on which they are located.
2. Location.
 - a. If attached to a building, sign shall be flat and shall not project above the roof line.
 - b. Shall not be located in the right of way.
3. Limit. No more than four temporary signs may be placed on a site at any one time.
4. Time. No temporary sign shall be located on a property for more than 60 consecutive days. Consecutive temporary sign permits shall not be allowed.
 - a. Real estate signs shall be allowed to remain until:
 - 14 days following property closing or
 - The building reaches 100% occupancy.
 - b. Construction signs shall be allowed to remain until:
 - A certificate of occupancy has been issued for commercial or industrial development or
 - The development agreement is released for residential development.
5. Per Minn. Stat. 211B.045, all noncommercial signs of any size may be posted in any number beginning 46 days before the state primary in a state general election year until 10 days following the state general election. The same time limitations shall apply to local elections. Placement of such signs shall adhere to Subd. 2(1) above.

6. Maintenance. All temporary signs must be maintained and shall be removed if material shows signs of wear such as fraying, fading, chipping, or other physical damage.

Subd. 3. Specific regulations by type of temporary sign.

1. A-frame (sandwich board).

- a. Signs must leave a minimum of six feet of clear walkway on the sidewalk.
 - b. One sign allowed per business, 10 square feet per side, four feet in height.
 - c. Such signs shall not be left on the sidewalk overnight.
- 2. Banner sign.
 - a. Banner signs may extend across a public street only with permission of the governing body and shall be subject to all related laws and ordinances.
 - b. One sign per property.
 - c. Banners shall not exceed 40 square feet on building frontages smaller than 400 linear feet.
 - d. Signs may be supported by posts or stakes which are attached to the ground or securely attached to the face of a building.
- 3. Flag.
 - a. Sign shall be set back no less than 10 feet from the curb or street.
 - b. The maximum aggregate area of all flag signs shall not exceed 32 square feet.
 - c. A flagpole shall not exceed a height of 25 feet.
- 4. Freestanding.
 - a. The top of the sign shall not extend more than six feet above ground level.
 - b. The maximum sign area is 32 square feet.
 - c. The sign shall be set back no less than 10 feet from the curb or street.
- 5. Window signs.
 - a. Location. No limit on the location of the sign except as otherwise specified in this Code.
 - b. Limit. Window signs are limited to 33% of the total surface area of the window to which they are affixed.

113.10: Downtown Sign Standards

Subd. 1. Setbacks

General Setback: All freestanding signs must be set back at least one foot from property lines and 10 feet from driveways or parking areas.

Subd. 2. Placement: Signs must not obstruct pedestrian walkways, bike paths, or traffic visibility. It is essential to maintain clear sight lines at intersections and avoid placements that interfere with official traffic signage or signals.

Subd. 3. Design Guidelines

1. Internally illuminated indoor window signs shall not exceed five square feet in size.
2. Externally illuminated projecting signs and externally illuminated wall signs with a horizontal running upper sign band are encouraged.
3. Projecting signs shall comply with the size limitations in Table 2 and shall extend no more than four feet from the face of the building upon which it is attached. The projecting sign shall have a minimum of 12-foot vertical clearance above sidewalk or pathway.
4. Architectural Compatibility: Signs should enhance and complement the architectural style of the downtown area.
5. Material and Color: Specifications for materials (such as wood, metal, or glass) and color palettes should be provided to promote visual consistency and appeal.
6. Compliance with the Rogers Downtown Master Plan adopted on March 23, 2021 and as may be amended.

113.11: Prohibited Signs

Subd. 1. Prohibited sign types.

1. Signs with moving or swinging parts, with the exception of projection signage.
2. Flashing signs, except when used to provide primarily time and temperature or other public service information and not to exceed 25% of the area of the sign face.
3. Roof signs, a sign mounted on the roof of a building or on a parapet wall.
4. Off-premises, billboard or advertising signs, or any sign that directs attention to a business, service, product or event not related to or on the premises where the sign is located, except as allowed for MBS per Section 113-08.
5. Any sign not constructed, wired, assembled, attached or supported in conformance with applicable building or other codes and regulations.
6. Pennants, streamers, strings of lights, searchlights, flags of other than a political jurisdiction, beacons or any other similar signs.
7. Any sign not specifically permitted in this chapter.
8. Any signage placed in the right-of-way will be immediately removed by the City. Any damage occurring to the sign during the removal process will not result in reimbursement as the sign was placed on public property.
9. Signs that produce sound or include a noisemaking device or instrument for any purpose other than regulatory.
10. Signs which are of a size, location, movement, content, coloring, or manner of illumination which may be confused with or construed as a traffic control device, or which hide from view any traffic or street sign or signal or which obstruct the view in any direction at a street or road intersection.

Subd. 2. Prohibited signs are subject to removal by the City at the owner's expense.

113.12: Exemptions.

Subd. 1. The following are not regulated by this chapter.

1. Building addresses.
2. Historic plaques.
3. Governmental signs for control of traffic and other regulatory or notification purposes as governed under Manual on Uniform Traffic Control Devices (MUTCD) and Minnesota MUTCD.
4. Murals.
5. Religious symbols or works of art that do not contain a commercial message.
6. Notices required to be posted by law, including, but not limited to warning signs, dangerous dog, hazardous building, building permit, etc.
7. Seasonal decorations, including inflatable seasonal decorations.
8. Sculptures.
9. Governmental wayfinding and directional signage.
10. Political or noncommercial signs that comply with Minn. Stats. § 211B.045 are permitted. In residential, multifamily, and institutional overlay districts, such signs may be displayed outside the regulated period, provided they do not exceed six square feet, are no more than six feet tall, and are limited to one wall or freestanding sign per street frontage.

113.13: Nonconforming Signs.

Subd. 1. A nonconforming sign is any sign that was legally established and maintained in compliance with the provisions of all applicable laws in effect at the time of original installation but that does not now comply with the provisions of this chapter. It is the intent of this chapter to recognize that the eventual elimination of signs that do not comply with the provisions of this chapter is as important as the prohibition of new signs that would violate these standards.

Subd. 2. General requirements. A nonconforming sign may not be:

1. Changed to another nonconforming sign.
2. Expanded.
3. Reestablished after a business discontinued for more than one year.
4. Reestablished after damage or destruction of more than 50% of its value, as determined by the Building Official, and no building permit has been applied for within 180 days of when the damage occurred.

Subd. 3. Amortization. After the date of enactment of this chapter, nonconforming signs located within any zoning district shall be brought into compliance with this chapter

if said sign is to be expanded.

- Subd. 4. Maintenance and repair. Non-conforming signs and sign structures may be maintained and repaired.

113.14: Abandoned Signs

An abandoned sign is a sign that has been inactive for a period of at least one year. An abandoned sign shall be removed by the owner or lessee of the premises upon which the sign is located when the activity related to said sign is no longer conducted on the premises. If the owner or lessee fails to remove the sign, the Zoning Administrator shall give the owner 30 days written notice to remove it. Upon failure to comply with the notice, the Zoning Administrator may have the sign removed at the owner's expense.

113.15: Enforcement

The provisions of this chapter shall be enforced and administered in accordance with the provisions of the Zoning Code.

113.16: Variances

The City may grant a variance to provide relief to a property owner when the strict enforcement of the regulations for sign size, setbacks, height, and the like imposes practical difficulty on the property owner's ability to reasonably display a message. Financial considerations are not justification for variances. The procedure for reviewing a variance shall follow that process outlined for zoning variances in the City code.

113.17: Substitution Clause

Any sign allowed under this section may contain, in lieu of any other message or copy, any lawful noncommercial message or copy.

113.18: Severability.

If any section, subsection, paragraph, sentence, clause or phrase of this section or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court or competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this section or its application to any other person or situation.

RESOLUTION 2025-46

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 2025-07

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2025-07 titled “AN ORDINANCE AMENDING THE CITY OF ROGERS CITY CODE CHAPTER 113 SIGNS AND CHAPTER 125, SECTION 125-50 (TABLE 4. PERMITTED USES) RELATED TO SIGN REGULATIONS”, and

WHEREAS, in the case of lengthy ordinances or those containing charts or maps, Minnesota state law allows the City Council to approve, by a four-fifths vote, the publication of an Ordinance by title and summary only; and

WHEREAS, the expense to publish the complete text of Ordinance No. 2025-07 is not justified; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the ordinance.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Rogers, Hennepin County, Minnesota, that the following summary is hereby approved for official publication:

Summary of Ordinance 2025-07

AN ORDINANCE AMENDING THE CITY OF ROGERS CITY CODE CHAPTER 113 SIGNS AND CHAPTER 125, SECTION 125-50 (TABLE 4. PERMITTED USES) RELATED TO SIGN REGULATIONS

On July 22, 2025, the Rogers City Council passed Ordinance 2025-07. The proposed amendments repeal and replace the Rogers Sign Ordinance to improve clarity, align regulations with zoning districts, and modernize standards for lighting and electronic signs. Key changes include new tables for sign types and sizes, removal of content-based regulations, updated rules for temporary signs, allowance for multi-tenant and multi-business signage, and permitting digital conversions of existing billboards. Murals and sculptures are exempt, and the Downtown District standards now reference the Rogers Downtown Master Plan. The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website <http://rogersmn.gov>.

Moved by Councilmember , seconded by Councilmember ;

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 22nd day of July, 2025.

ATTEST:

Shannon Klick, Mayor

Stacie Brown, City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 7.3

Subject: Approval of Resolutions Supporting DEED Redevelopment Grant Applications Related to 21601 John Deere Lane (Ebert Downtown Redevelopment)

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve Resolution 2025-48 approving the Minnesota Department of Employment and Economic Development Redevelopment Grant Application for 21601 John Deere Lane with Ebert Companies.

Motion to approve Resolution 2025-49 committing the local match and authorizing contract signatures for the Ebert Downtown Development redevelopment application.

Overview / Background / Analysis

On a bi-annual basis, the Department of Employment and Economic Development (DEED) requests grant proposals for their Redevelopment Grant program. Redevelopment grants help communities/developers with the costs of redeveloping blighted industrial, residential, or commercial sites and putting the land back into productive use. Per the rules of the program, eligible applicants for the Redevelopment grant must be public entities. Eligible costs of grant funds relate to demolition, environmental abatement, environmental infrastructure, and soil correction. The intention of the program is to aid in the extra costs associated with brownfield sites to promote redevelopment within communities.

Very recently, Ebert Companies ("Developer") entered into agreements to purchase the property at 21601 John Deere Lane with the intention of redeveloping the site into market-rate multifamily housing. The existing use of the property is heavy truck repair and service. The use is no longer consistent with the property's zoning and guidance as the property is currently zoned and guided as Downtown Mixed-Use. The proposed future use as multifamily residential is consistent with the zoning, guidance, and Downtown Master Plan, as past planning efforts have shown multifamily at this location.

Due to past uses and previous site contamination at the property, as well as the potential future use, the site is a good candidate to receive Redevelopment grant funding. Typically, grant applications would come at or around the same time as site plan approval. Unfortunately, timing does not allow this to be a possibility as the deadline for grant submissions is August 1st. It is anticipated that land use applications will be submitted in the very near future as plans are still being developed.

Important note: the approval of the submission of a redevelopment grant application

and this item to the DEED does not influence or require approval of the development plans. The developer will still be required to submit the necessary land use applications and receive council approval for the development for it to move forward in the future. Should an award be granted, a grant contract will not be executed until all required land use entitlements have been obtained.

There are two resolutions as required components of the grant application. Resolution 2025-48 authorizes the submission of a grant application on behalf of this project. Resolution 2025-49 provides support for the local match requirement and authorizes the signing parties. The local match is a reference that the grant will not pay for the entirety of costs associated with the development. The redevelopment grant allows for local or developer funds to be used as the required match. In the instance of this application, the developer would be responsible for the local match, not the city.

Staff Recommendation

Staff recommend approval of Resolution 2025-48 supporting the redevelopment grant application for the Ebert Downtown Development project and Resolution 2025-49 establishing the local match as developer funds and authorizing contract signatures.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution No. 2025-48 Willis Trucking Redevelopment Application
- B. Resolution No. 2025-49 Willis Trucking Redevelopment Match and Signing Authority
- C. Location Map

**CITY OF ROGERS
RESOLUTION NO. 2025-48**

**A RESOLUTION APPROVING THE MINNESOTA DEPARTMENT OF
EMPLOYMENT AND ECONOMIC DEVELOPMENT REDEVELOPMENT GRANT
APPLICATION FOR 21601 JOHN DEERE LANE WITH EBERT COMPANIES**

WHEREAS, the Department of Employment and Economic Development (“DEED”) offers the Redevelopment Grant program for eligible public entities to apply for the purposes of aiding in the cost of redeveloping blighted industrial, residential, or commercial sites; and,

WHEREAS, Ebert Companies (“Developer”) has entered into a contract to purchase the property at 21601 John Deere Lane (“Subject Property”) with the intention of redeveloping the property into market-rate multifamily housing (termed “Ebert Downtown Development”); and,

WHEREAS, the proposed redevelopment of the Subject Property is consistent with the City of Rogers zoning and land use guidance; and,

WHEREAS, the Subject Property is currently a brownfield and is anticipated to have environmental clean-up costs if redevelopment; and,

WHEREAS, the City of Rogers and the Developer intend to submit a Redevelopment Grant application to DEED by no later than August 1st, 2025 related to this development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, has approved the Redevelopment Grant application for the Ebert Downtown Development and authorize the Community Development Director to execute all documents related to the grant application and submit the application to DEED on behalf of the City of Rogers.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 22nd day of July, 2025.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, Clerk

**CITY OF ROGERS
RESOLUTION NO. 2025-49**

**A RESOLUTION COMMITTING THE LOCAL MATCH AND AUTHORIZING
CONTRACT SIGNATURE FOR THE EBERT DOWNTOWN DEVELOPMENT
REDEVELOPMENT APPLICATION**

WHEREAS, the City of Rogers act as the legal sponsor for the project contained in the Redevelopment Grant Program application to be submitted on August 1, 2025, and that the Community Development Director is hereby authorized to apply to the Department of Employment and Economic Development for funding of the Ebert Downtown Development project on behalf of the City of Rogers and Ebert Companies (“Developer”); and

WHEREAS, the City of Rogers has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administrations; and

WHEREAS, the sources and amounts of the local match identified in the application are committed to the project identified with the local match being Developer funds; and

WHEREAS, if the project identified in the application fails to substantially provide the public benefits listed in the application within five years from the date of the grant award, the grantee may be required to repay 100 percent of the awarded grant per Minn. Stat. § 116J.575, Subd. 4; and

WHEREAS, the City of Rogers has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful corrupt practice; and

WHEREAS, that upon approval of its application by the state, the City of Rogers may enter into an agreement with the State of Minnesota for the above-referenced project, and the City of Rogers certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the Mayor and City Clerk for the City of Rogers are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the of the City.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 22nd day of July, 2025.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, Clerk



LOCATION MAP





STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 22, 2025

Agenda Item: 9.1

Subject: Council-Staff Goalsetting Results, 2025

Prepared By: Steve Stahmer, City Administrator

Recommended Council Action

Overview / Background / Analysis

The Rogers City Council and management staff (department heads) met on May 29, 2025 to conduct annual Council-staff goalsetting of 2025/2026 citywide priorities and projects. The effort resulted in the attached ranking of identified goals and initial 2-year work plan.

Staff Recommendation

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

- A. 2025/2026 Goalsetting Work Plan by Tier
- B. 2025 Goalsetting Final Vote Tally



Council Staff Goalsetting 2025/2026

Goal Work Plan By Tier

Goal	Primary Responsible Party/Dept.	Anticipated Timeline	Notes
Tier 1 Goals			
Enterprise Resource Planning Software	Finance/Fire/Building	Selection/purchase Q3/Q4 2025, Implementation Q1 2026	System demos/evaluation already in process.
Levy Smoothing, Capital Debt Prep	Admin/Finance/all departments/Council through budget/CIP process	Annual budget/levy cycle (including major facility planning)	Prep for campus/major facilities debt levies, facility operation/maintenance, and staffing growth.
Continue to Improve Communications with Residents	All Departments w/ Comms assistance	Ongoing	Newsletter, social media, special outreach.
Citywide Code/Commercial Property Enforcement & City Properties	Comm Development/Code Enforcement (PD)/Fire	Review and recommendation of maintenance codes, business registration, 2025	Commercial property maintenance code, change of business reporting, development agreement elements.
Join North Metro Training Range/Facility	Police	Joint Powers Agreement approved 6/24/25	Council approved 6/2025. Start date as member: 1/1/26.

SCADA System Replacement	Public Works/IS	RFP Q4 2025, Implementation 1 st half 2026	Water/Sewer monitoring system.
Tier 2 Goals			
Mission Statement/Visioning Process	Admin/all departments/Council	Workshop timing TBD	
Focus on Restaurants as Destinations	Community Development/ED	Ongoing	Ripple Effect, The Block, Ray J's, sale of City lot (adjacent to Maynard's).
Hire PD Deputy Chief	Police/HR	First half-2026	Position to oversee Patrol and Services division.
Hire City Hall Admin Assistant to make Permit Tech Dedicated	Admin/CD/Fire	Q1 2026	Redraft Permit Tech description and reclassify incumbent, hire dedicated administrative asst position.
Historical Society Partnerships	Admin, Park/Rec	As appropriate/ opportunities	Coordination w/ Hassan Hist. Society.
Advocate for Local Control of EMS	Fire/Admin	Ongoing	Advocacy and support of legislation.
I94/TH101 Interchange	Public Works	Ongoing	Pursuing MnDOT support of project given bridge structure condition.
RWAS Retaining Wall Repair, Signage	Liquor/Public Works	2025/2026 construction	Options under evaluation, complicated by utilities which drives cost. Signage quotes obtained.
Fire Station #1 Remodel/Space	Fire/Public Works	Construction Q3/Q4 2025	Office space addition to Comm. Room "dance floor" area.

Tier 3 Goals			
Salary Survey	Admin/Finance	2026	
School Resource Officer Contract Negotiations/Add SRO ('28)	PD/Admin/Finance	2027	2 yr contract completed, approved by Council 6/2025. Intent is to work with school to add a 3 rd SRO (50/50 split) in the next contract for 2028.
Hire PD Patrol Sergeant	PD/HR	Q1/Q2 2026	Hire 5 th Sgt to work toward goal of 24/7 patrol supervisor coverage (6 ultimately needed).
Hire Turf Facility Supervisor/Promote Ice Supervisor	Park & Rec/HR	Q3 2025	In process, interviews complete 7/2025
Boyer Property Condition/Cleanup Site	Public Works/CD	2025	Proposals to be obtained Q3 2025
Pursue Civic Campus Milestones- Pros/Cons of Phasing	Public Works/ Admin/Police/Other	In progress	Leo Daly Architects chosen for final design, in process.
Building Inspections Staffing Needs	Building/Admin/HR	2026	Potential 2 nd FT Inspector pending workload; Dedicated Permit Tech in conjunction with City Hall Admin position addition above.
Therapy Dog, PD	PD	First half 2026	To be used internally for staff as well as residents, as appropriate, managed by wellness coordinator.
Other Goals			
Hire Park and Rec Admin Assistant	Park and Rec/ Admin/HR	2025/2026	Scheduling, billing, separation of duties.
Continue Mayor's Newsletter Columns	Comms/Mayor	Ongoing	
Evaluate FT Fire Staffing vs. Future Station #3 Addition	Fire/Admin/HR	Admin	
Leverage Econ Development/Façade Grant Dollars Most Effectively	Community Development/ED	Ongoing	

Fire Paid On Call Wages/Pension Increase	Fire/Admin/HR	Multi-year progression	
Economic Development Focus on Existing Businesses	Community Development/ED	Ongoing	
Begin 2050 Comp Plan Process/Consultant Selection	Community Development/Planning	2025/2026	
RWAS Stucco/Signage	Liquor/Public Works	2025	
Post Planning Commission Audio on Website/Handicapped Accessible	Comms/IS/Admin	2025	
Franchise Fee Increases, Discuss Alternative Revenues,/Approach	Finance/Admin/Public Works	2026 Budget Process	
Assumed Givens/Previous Consensus Goals Carrying Forward			
Civic Campus Planning/Construction			
Water Tower Reconditioning			

2025/2026 Council-Staff Goalsetting

Vote Tally

Goal Prioritization	Votes
Tire 1 Goals	
Enterprise Resource Planning Software	8
Levy Smoothing, Capital Debt Prep	8
Continue to Improve Communications with Residents	7
Citywide Code/Commercial Property Enforcement & City Properties	7
Join North Metro Training Range/Facility	6
SCADA System Replacement	6
Tire 2 Goals	
Mission Statement/Visioning Process	5
Focus on Restaurants as Destinations	5
Hire PD Deputy Chief	5
Hire Admin Assistant to make Permit Tech Dedicated	5
Historical Society Partnerships	4
Advocate for Local Control of EMS	4
I94/TH101 Interchange	4
RWAS Retaining Wall Repair	4
Fire Station #1 Remodel/Space	4
Tire 3 Goals	
Salary Survey	3
School Resource Officer Contract Negotiations/Add SRO ('28)	3
Hire PD Patrol Sergeant	3
Hire Turf Facility Supervisor/Promote Ice Supervisor	3
Boyer Property Condition/Cleanup Site	3
Pursue Civic Campus Milestones- Pros/Cons of Phasing	2
Building Inspections Staffing Needs	2
Therapy Dog, PD	2
Planning Focus on Density/Lot Setbacks	2
Other Goals	
Hire Park and Rec Admin Assistant	1
Continue Mayor's Newsletter Columns	1
Evaluate FT Fire Staffing vs. Future Station #3 Addition	1
Leverage Econ Development/Façade Grant Dollars Most Effectively	1
Fire Paid On Call Wages/Pension Increase	1
Economic Development Focus on Existing Businesses	1
Begin 2050 Comp Plan Process/Consultant Selection	1
RWAS Stucco/Signage	1
Post Planning Commission Audio on Website/Handicapped Assessable	1
Franchise Fee Increases, Discuss Alternative Revenues,/Approach	1
Assumed Givens/Previous Consensus Goals Carrying Forward	
Civic Campus Planning/Construction	
Water Tower Reconditioning	