

AGENDA

REDWOOD COUNTY BOARD OF COMMISSIONERS

Redwood County is committed to stewardship, respect & shared responsibility in providing improved cost-efficient services to all!

TUESDAY, FEBRUARY 7, 2023

COMMISSIONERS ROOM, GOVERNMENT CENTER

REDWOOD FALLS, MINNESOTA

Please Note: This agenda is subject to change due to Department Heads, government agencies and the public bringing items forward, between the posting of the agenda and the actual meeting time. **All times listed below are approximate.**

8:30 a.m.

- Pledge of Allegiance
- Open Forum**
- Review and approve the February 7th agenda
- Identification of Conflict of Interest
- Review and approve consent agenda:
 - January 17th Minutes
 - Abstract of Bills

8:30 a.m.

- **ROAD AND BRIDGE**
Jeff Bommersbach
 - 1) Authorization to Pay Bills
 - 2) Purchase of Sweeper-Scrubber
 - 3) Kwik Trip Access Easement
 - 4) Kwik Trip Sanitary Easement
 - 5) Kwik Trip Storm Sewer Easement
 - 6) Award Seal Coating Contract 23-1
 - 7) Authorize Board Chair and Administrator to Sign Seal Coating Contract 23-1 (pending County Attorney approval)
 - 8) Trailer Purchase
 - 9) Approve Trailer Purchase
 - 10) Resolution for Corridors of Commerce US Hwy. 71 Rehabilitation and Reconstruction
 - 11) 1500 Chevrolet Final Pricing Purchase
 - 12) Award Crack Fill Purchase

9:00 a.m.

- **AUDITOR-TREASURER**
Jean Price
 - 1) Resolution to Temporarily Transfer Negative Ditch Fund Amounts for the Year Ending 2022 per MN Statute 103E.655, Subd. 2
 - 2) Audit Engagement Letter

9:10 a.m.

- **SHERIFF**
Jason Jacobson
 - 1) Advanced Correctional Healthcare Contract

9:15 a.m.

➤ **BREAK**

9:30 a.m.

➤ **PLANNING AND ZONING**

Nick Brozek

- 1) Extraction Use Permit 2-23 filed by L & S Construction O/B/O Ryan Robinson
- 2) Conditional Use Permit #3-23 filed by Verizon Wireless, Self-Supporting Communications Tower

10:00 a.m.

➤ **REDWOOD COUNTY DITCH AUTHORITY**

- 1) Public Hearing for County Ditch #29 Redetermination of Benefits
 - Findings and Order for CD #29
- 2) Public Hearing for County Ditch #30 Redetermination of Benefits
 - Findings and Order for CD #30
- 3) JD #36 Advertisement and Bids for Phase 2 of the JD 36 FEMA Project

10:30 a.m.

➤ **ADMINISTRATION**

- 1) Fiscal Host/Agent Agreement between Des Moines Valley Health, Southwest Health and Human Services, and Southwestern Adult Mental Health Consortium (pending County Attorney approval)
- 2) Letter of Support Endorsement for the Rural Health Academic Partnership between the University of Minnesota and CentraCare
- 3) Declare Excess Equipment and Authorize Disposal
- 4) Tobacco License for Marcos, Vesta, MN

Personnel

- 1) Acknowledge Resignations (3)
- 2) Authorization to Promote
- 3) LELS Union #404 Licensed Officers Memorandum of Understanding for Participation in the Health Care Savings Plan
- 4) Authorization to Hire (2)

11:00 a.m.

➤ **REPRESENTATIVE PAUL TORKELESON VIA ZOOM MEETING**

<https://us06web.zoom.us/j/82130367520?pwd=ZG1wcHVTR2tnbXhzT3NVS25OdDZMQT09>

Meeting ID: 821 3036 7520 Passcode: 698057

Commissioners Items:

- 1) Cottonwood-Middle MN One Watershed, One Plan – Appoint Alternate

ADJOURN

****OPEN FORUM****

OPEN FORUM PROCEDURES

1. The open forum will be held at the beginning of the meeting.
2. Those wishing to speak should sign up and indicate the topic at the beginning of the meeting.
3. A maximum time of 20 minutes will be allowed for the open forum.
4. A basic guide of three people per topic with a maximum of five minutes per person.
5. Those speaking will state their name and address prior to speaking.
6. Statements should be limited to the issues only.
7. Apply the "Golden Rule" during presentations.
8. The Board retains the right to respond or not, but may discuss the item.
9. Personal/Personnel issues will not be heard or discussed.

OFFICIAL NOTICES/ UPCOMING MEETINGS

February 7th – 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

February 7th – 2:00 p.m. – Meeting with Lyon County for JD #15 – Lyon County Government Center,
Marshall, MN

February 16th – 8:30 a.m. – Economic Development Strategic Planning Meeting via Zoom

February 21st - 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

March 7th - 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

March 21st -8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

April 4th - 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

REDWOOD COUNTY, MINNESOTA

January 17, 2023

The Board of County Commissioners met in regular session at 8:30 a.m. in the Commissioner's Board Room in the Government Center, Redwood Falls, Minnesota.

Present for all or portions of the meeting were Commissioners Dave Forkrud, Jim Salfer, Rick Wakefield, Dennis Groebner and Bob Van Hee. Also present were Administrator Vicki Kletscher; Environmental Director Scott Wold; Economic Development Coordinator Briana Mumme; Human Resources Coordinator Peter Brown; County Assessor Jesse Jacobson, Sheriff Jason Jacobson; Planning and Zoning Supervisor Nick Brozek; Highway Engineer Anthony Sellner; Assistant Highway Engineer Jeff Bommersbach; Southwest Health and Human Services Director Beth Wilms; City of Redwood Falls Administrator Keith Muetzel; Recorder Joyce Anderson, License Center Supervisor Amy Serbus; Redwood Valley Student Austin Ourada; Kevin Stroup and Senator Gary Dahms attended via Zoom.

Chair Salfer called the Meeting to order asking for the Pledge of Allegiance to the Flag.

On motion by Van Hee, second by Groebner, the Board voted unanimously to approve the agenda.

Chair Salfer asked the Board members to identify any areas for which they had a Conflict of Interest. There were none.

CONSENT AGENDA

- On motion by Wakefield, second by Groebner, the Board voted unanimously to approve the consent agenda.
 - August 16th amended minutes
 - December 30th minutes
 - January 5th minutes
 - Payment of bills as follows:

General Fund	\$ 348,375.41
Building Fund	\$ 7,268.11
Ditch Fund	\$ 127,382.97
Solid Waste Fund	\$ 3,221.00
Soil and Water Fund	\$ 24,870.60
Insurance Fund	\$ 165.64
State Revenue	\$ 230.00
Road and Bridge Fund	\$ 118,244.00

Bills exceeding \$2,000: Association of MN Counties \$15,008.00; MCIT \$185,463.00, \$5821.00, \$118,244.00, 2,414.00; Safe Assure \$8,444.42; MN County Attorney Association \$3,796.00; AT-Scene \$3,350.00; Redwood County Highway Department \$4,587.54; Tersteeg's Holiday Market \$9,420.97; Alpha Wireless \$32,295.00; Area II \$12,123.20; Redwood Cottonwood Rivers Control \$26,480.00; MN Association of Soil and Water \$6,009.05; Southwest Prairie Technical Service \$3,365.00; Rural MN Energy Board \$2,500.00; Small Business Development Corporation

\$5,000.00; Southwest Minnesota Private Industry Council \$3,440.00; Froggy's Signs \$5,838.50; MNL, Inc. \$122,716.25; Lincoln County \$2,500.00; Steve Meyer \$21,442.60.

ROAD AND BRIDGE

- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the Construction and Maintenance Cooperative Agreement between Redwood County and the City of Redwood Falls for CSAH 1 and CSAH 24.
- On motion by Van Hee, second by Forkrud, the Board voted unanimously to purchase survey equipment from Frontier Precision in the amount of \$74,871.73 off Minnesota State Contract #171661.
- On motion by Forkrud, second by Wakefield, the Board voted unanimously to authorize the Board Chair and County Administrator to sign snow clearing contracts with Huhnerkoch Farms and KO Farm Drainage.

SOUTHWEST HEALTH AND HUMAN SERVICES

- Wilms presented the 2021 Southwest Health and Human Services Annual Report.

PLANNING AND ZONING

- An application for a Conditional Use Permit #1-23 to build a housing development filed by Clarence Wurtz of Upland Hutterian Brethren on the following described real property, situated in the County of Redwood, State of Minnesota, to wit: NW ¼ lying north of the railroad, except a 0.35 acre tract in the NE corner of Section 20, Township 109 North, Range 36W, Charlestown Township. On motion by Forkrud, second by Wakefield, the Board voted unanimously to approve CUP #1-23 with (12) conditions as set forth by the Planning Commission.

REDWOOD COUNTY DITCH AUTHORITY

- At 10:03 a.m., the Board entered into Redwood County Ditch Authority for Public Hearings for CD #44, 48, 55, 63 and 65. Present for the meeting were Commissioners Wakefield, Salfer, Groebner, Forkrud and Van Hee, Administrator Kletscher, Environmental Director Wold and Planning Zoning Supervisor Nick Brozek, Ditch Viewers Jim Weidemann, Steve Johnson and Todd Hammer. and Mark Behrends, and Tiffany Hanson from Sheridan Township.

COUNTY DITCH #44 – PUBLIC HEARING

- On motion by Groebner, second by Van Hee, the Board voted unanimously to adopt the agenda presented.
- Brozek presented the Affidavit of Publication.
- Weidemann presented the Viewers Report.
- There were no public comments.
- On motion by Salfer, second by Groebner, the Board voted unanimously to approve the Viewers Report.
- On motion by Salfer, second by Groebner, the Board voted unanimously to approve the repayment terms option of paid in full within 60 days or it will be put on the property taxes for up to 3 years at 4% interest, if the amount owed is less than \$100.00, the entire amount will be put on taxes in the first year.

- On motion by Groebner, second by Forkrud, in a roll-call vote with Groebner, Forkrud, Salfer, Wakefield and Van Hee all voting aye, the Board adopted the Findings and Order for CD #44.

COUNTY DITCH #48 – PUBLIC HEARING

- On motion by Groebner, second by Van Hee, the Board voted unanimously to adopt the agenda presented.
- Brozek presented the Affidavit of Publication.
- Weidemann presented the Viewers Report.
- There were no public comments.
- On motion by Groebner, second by Salfer, the Board voted unanimously to approve the Viewers Report.
- On motion by Salfer, second by Groebner, the Board voted unanimously to approve the repayment terms option of paid in full within 60 days or it will be put on the property taxes for up to 3 years at 4% interest, if the amount owed is less than \$100.00, the entire amount will be put on taxes in the first year.
- On motion by Salfer, second by Groebner, in a roll-call vote with Groebner, Forkrud, Salfer, Wakefield and Van Hee all voting aye, the Board adopted the Findings and Order for CD #48.

COUNTY DITCH #55 – PUBLIC HEARING

- On motion by Groebner, second by Van Hee, the Board voted unanimously to adopt the agenda presented.
- Brozek presented the Affidavit of Publication.
- Weidemann presented the Viewers Report.
- There were no public comments.
- On motion by Groebner, second by Forkrud, the Board voted unanimously to approve the Viewers Report.
- On motion by Groebner, second by Salfer, the Board voted unanimously to approve the repayment terms option of paid in full within 60 days or it will be put on the property taxes for up to 3 years at 4% interest, if the amount owed is less than \$100.00, the entire amount will be put on taxes in the first year.
- On motion by Groebner, second by Forkrud, in a roll-call vote with Groebner, Forkrud, Salfer, Wakefield and Van Hee all voting aye, the Board adopted the Findings and Order for CD #55.

COUNTY DITCH #63 – PUBLIC HEARING

- On motion by Groebner, second by Van Hee, the Board voted unanimously to adopt the agenda presented.
- Brozek presented the Affidavit of Publication.
- Weidemann presented the Viewers Report.
- There were no public comments.
- On motion by Groebner, second by Forkrud, the Board voted unanimously to approve the Viewers Report.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the repayment terms option of paid in full within 60 days or it will be put on the property taxes

for up to 3 years at 4% interest, if the amount owed is less than \$100.00, the entire amount will be put on taxes in the first year.

- On motion by Van Hee, second by Salfer, in a roll-call vote with Groebner, Forkrud, Salfer, Wakefield and Van Hee all voting aye, the Board adopted the Findings and Order for CD #63.

COUNTY DITCH #65 – PUBLIC HEARING

- On motion by Groebner, second by Van Hee, the Board voted unanimously to adopt the agenda presented.
 - Brozek presented the Affidavit of Publication.
 - Weidemann presented the Viewers Report.
 - There were no public comments.
 - On motion by Salfer, second by Forkrud, the Board voted unanimously to approve the Viewers Report.
 - On motion by Groebner, second by Salfer, the Board voted unanimously to approve the repayment terms option of paid in full within 60 days or it will be put on the property taxes for up to 3 years at 4% interest, if the amount owed is less than \$100.00, the entire amount will be put on taxes in the first year.
 - On motion by Salfer second by Groebner, in a roll-call vote with Groebner, Forkrud, Salfer, Wakefield and Van Hee all voting aye, the Board adopted the Findings and Order for CD #65.
- At 10:30 a.m., the Board entered into Redwood County Ditch Authority for Public Hearings for CD #66, 74, 88, 94 and 97. Present for the meeting were Commissioners Wakefield, Salfer, Groebner, Forkrud and Van Hee, Administrator Kletscher, Environmental Director Wold and Planning Zoning Supervisor Nick Brozek, Ditch Viewer Mark Behrends and Tiffany Hanson from Sheridan Township.

COUNTY DITCH #66 – PUBLIC HEARING

- On motion by Van Hee, second by Groebner, the Board voted unanimously to adopt the agenda presented.
- Brozek presented the Affidavit of Publication.
- Behrends presented the Viewers Report.
- Tiffany Hanson, Sheridan Township, was present with several questions. Hanson questioned whether the watershed lines for CD 66 will be matched to CD 30. Behrends assured her that the watershed lines had been matched up.
- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the Viewers Report.
- On motion by Van Hee, second by Salfer, the Board voted unanimously to approve the repayment terms option of paid in full within 60 days or it will be put on the property taxes for up to 3 years at 4% interest, if the amount owed is less than \$100.00, the entire amount will be put on taxes in the first year.
- On motion by Van Hee, second by Groebner, in a roll-call vote with Groebner, Forkrud, Salfer, Wakefield and Van Hee all voting aye, the Board adopted the amended Findings and Order for CD #66.

COUNTY DITCH #74 – PUBLIC HEARING

- On motion by Van Hee, second by Groebner, the Board voted unanimously to adopt the agenda presented.
- Brozek presented the Affidavit of Publication.
- Behrends presented the Viewers Report.
- There were no public comments.
- On motion by Salfer, second by Groebner, the Board voted unanimously to approve the Viewers Report.
- On motion by Forkrud, second by Van Hee, the Board voted unanimously to approve the repayment terms option of paid in full within 60 days or it will be put on the property taxes for up to 3 years at 4% interest, if the amount owed is less than \$100.00, the entire amount will be put on taxes in the first year.
- On motion by Van Hee, second by Salfer, in a roll-call vote with Groebner, Forkrud, Salfer, Wakefield and Van Hee all voting aye, the Board adopted the amended Findings and Order for CD #74.

COUNTY DITCH #88 – PUBLIC HEARING

- On motion by Van Hee, second by Salfer, the Board voted unanimously to adopt the agenda presented.
- Brozek presented the Affidavit of Publication.
- Behrends presented the Viewers Report.
- There were no public comments.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the Viewers Report.
- On motion by Salfer, second by Groebner, the Board voted unanimously to approve the repayment terms option of paid in full within 60 days or it will be put on the property taxes for up to 3 years at 4% interest, if the amount owed is less than \$100.00, the entire amount will be put on taxes in the first year.
- On motion by Van Hee, second by Groebner, in a roll-call vote with Groebner, Forkrud, Salfer, Wakefield and Van Hee all voting aye, the Board adopted the Findings and Order for CD #88.

COUNTY DITCH #94 – PUBLIC HEARING

- On motion by Salfer, second by Van Hee, the Board voted unanimously to adopt the agenda presented.
- Brozek presented the Affidavit of Publication.
- Behrends presented the Viewers Report.
- There were no public comments.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the Viewers Report.
- On motion by Salfer, second by Van Hee, the Board voted unanimously to approve the repayment terms option of paid in full within 60 days or it will be put on the property taxes for up to 3 years at 4% interest, if the amount owed is less than \$100.00, the entire amount will be put on taxes in the first year.

- On motion by Groebner, second by Van Hee, in a roll-call vote with Groebner, Forkrud, Salfer, Wakefield and Van Hee all voting aye, the Board adopted the Findings and Order for CD #94.

COUNTY DITCH #97 – PUBLIC HEARING

- On motion by Wakefield, second by Salfer, the Board voted unanimously to adopt the agenda presented.
- Brozek presented the Affidavit of Publication.
- Behrends presented the Viewers Report.
- There were no public comments.
- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the Viewers Report.
- On motion by Wakefield, second by Groebner, the Board voted unanimously to approve the repayment terms option of paid in full within 60 days or it will be put on the property taxes for up to 3 years at 4% interest, if the amount owed is less than \$100.00, the entire amount will be put on taxes in the first year.
- On motion by Groebner, second by Van Hee, in a roll-call vote with Groebner, Forkrud, Salfer, Wakefield and Van Hee all voting aye, the Board adopted the Findings and Order for CD #97.
- The Public Hearings closed at 10:50 a.m.
- On motion by Salfer, second by Groebner, the Board voted unanimously to approve the FEMA Change Order in the amount of \$10,360.00 to MNL for the JD #33, Phase 1 FEMA repair to be funded through FEMA.
- There being no further business, Chair Wakefield declared the Ditch Authority meeting adjourned at 10:54 a.m.

RECONVENED

- The Board reconvened into regular session at 10:54 a.m.

ENVIRONMENTAL

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to purchase a John Deere 1570 TerrainCut Commercial Front Cut Lawnmower from C & B Operations in the amount of \$14,000.00 with the trade in of a 2017 John Deere 1570.

Other Bids Received:

C & B Operations	\$14,000.00
Kibble Equipment	\$15,000.00

- Chair Salfer appointed Soil and Water Conservation District Supervisor, Ed Carter, to the Planning Commission with Rick Mauer as the alternate.
- On motion by Van Hee, second by Wakefield, in a roll-call vote with Van Hee, Wakefield, Salfer, Forkrud and Groebner all voting aye, the Board adopted the following resolution:

RESOLUTION 2023-02**A RESOLUTION TO EXPEND CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS UNDER THE AMERICAN RESCUE PLAN ACT FOR PLUM CREEK COUNTY PARK WATERFRONT IMPROVEMENTS**

WHEREAS, Redwood County (“County”) received Federal Coronavirus Local Fiscal Recovery Funds under the American Rescue Plan Act (“ARP”), to provide relief to the county impacted by the coronavirus disease 2019 (“COVID-19”);

WHEREAS, Redwood County Environmental Director, Scott Wold has identified a necessary expense to make improvements to the waterfront at Plum Creek County Park;

WHEREAS, the authority under the ARP Act allows this expenditure, per the Final Rule published on January 6, 2022, 31 C.F.R § 35

§35.6(d) Providing government services. A recipient may use funds for the provision of government services to the extent of the reduction in the recipient's general revenue due to the public health emergency, calculated according to this paragraph (d). A recipient must make a one-time election to calculate the amount of the reduction in the recipient's general revenue due to the public health emergency according to either paragraph (d)(1) or (d)(2) of this section:

§35.6(d)(1) Standard allowance. The reduction in the recipient's general revenue due to the public health emergency over the period of performance will be deemed to be ten million dollars; or

WHEREAS, The Redwood County Board of Commissioners voted to authorize Redwood County to expend American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds utilizing the Standard (Revenue Loss) Allowance at their Regular Board Meeting held on March 1, 2022;

WHEREAS, A project proposal to improve the waterfront was prepared by a licensed landscape architect and has an estimated cost of \$909,488 of which \$818,539 was secured through a state grant from the Greater Minnesota Parks and Trails Commission (award letter attached) and the remaining \$90,949 is needed to complete the proposed project;

NOW, THEREFORE, BE IT RESOLVED, the County Board of Commissioners is encumbering \$90,949.00 to be used to complete the improvements to the waterfront at Plum Creek County Park and certifies that the funds appropriated from the ARP Act fund will be used only in a manner consistent with the Department of the U.S. Treasury guidance and incurred during the covered period.

ASSESSOR

- On motion by Wakefield, second by Forkrud, the Board voted unanimously to approve the Assessment Agreement between Redwood County and the City of Redwood Falls in which the City shall pay the County \$50,700 for 2023, \$51,700 for 2024 and \$52,700 for 2025 pending County Attorney approval.
- On motion by Wakefield, second by Groebner, the Board voted unanimously to approve the Assessment Agreement between Redwood County and Paxton Township in which

Paxton Township shall pay the County \$12.00 per parcel in 2023 pending County Attorney approval.

ADMINISTRATION

- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the amended Joint Powers Agreement with Redwood-Renville Regional Solid Waste Authority.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the 2023 Solid Waste Hauler Licenses for CMF, R & E Sanitation and Waste Management.
- On motion by Van Hee, second by Forkrud, the Board voted unanimously to approve the 2023 Tobacco License for Grandview Valley Winery.

Personnel

- On motion by Van Hee, second by Groebner, the Board voted unanimously to hire Steven Elzenga as full-time Property Appraiser effective January 23, 2023, on the 2023 AFSCME Salary Schedule at Grade 11/Step 1 at \$24.96/hr.
- On motion by Van Hee, second by Groebner, the Board voted unanimously to hire Amber Kleinhuizen as full-time Property Appraiser effective January 23, 2023, on the 2023 AFSCME Salary Schedule at Grade 11/Step 1 at \$24.96/hr.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to acknowledge the resignation of Correctional Officer, Mitchell Serbus, effective January 10, 2023.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the revised 2023 Drug Testing Contracts with Shelly Koenig and Steve Gramstad.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the Amendment to the Reinstated Health Services Network Access and Administration Agreement.

SENATOR GARY DAHMS

- Senator Dahms joined the board meeting via Zoom. He presented an update on the legislative session. Legislative priorities for Redwood County were shared with Senator Dahms.

SHERIFF

- The Board reviewed the December 2022 Jail Population and Sentence to Service Quarterly Report.
- On motion by Wakefield, second by Forkrud, the Board voted unanimously to award the jail medical services contract to Advanced Correctional Healthcare, Option 1 at an annual rate of \$119,999.00 with an additional startup fee of 2 weeks contract price to mobilize extra startup team members.

Other Bid Received:

Advanced Correctional Healthcare	\$119,999.00
CentraCare	\$165,543.00

AUDITOR-TREASURER

- On motion by Forkrud, second by Van Hee, the Board voted unanimously to approve the following consent agenda: Cash Balance Report; Investment Summary; Budget Reports, and December Disbursements in the amount of \$1,469,790.10.
- Bills exceeding \$2,000: Preferred One \$10,899.15, \$9,908.57, \$34,201.17, \$2,500.85, \$12,423.35, 19,597.02, \$11,340.25, \$25,305.20, \$3,988.99; Paycom \$2,353.13, \$2,189.59; WEX \$7,824.09, \$7,984.01; Redwood Falls Public Utilities \$4,026.40; BCBS of MN \$2,421.00; Great Plains Natural Gas \$2,134.56, \$2,611.34, \$2,719.42, \$2,249.80; MN Dept. of Revenue \$76,062.90; Delta Dental \$4,437.48; G. Kerkhoff Construction & Clint Irlbeck \$13,002.08; S. Macholda \$2,353.00; MN Commission of Finance \$4,703.50; Alpha Wireless \$147,408.80; D. Beebout \$7,125.00; L & S Construction \$16,750.00; MN Valley Snow-Riders \$42,497.11; Lucan Plumbing \$15,559.69; Redwood Soil and Water \$10,000.00; SWHHS \$71,389.54; J. Boerboom \$26,748.71; Renville County \$20,715.76; I & S Group \$19,235.13; Stantec Consulting \$2,262.25; TNT Construction \$5,311.60; Bolton & Menk \$4,564.00, \$6,083.50; Smith & Johnson \$3,875.00; Blackstrap \$9,212.08; Midwest Contracting \$45,796.57; Swanston Equipment \$60,880.00; Central Specialties \$200,353.19; Everstrong Construction \$258,694.60, \$56,067.28; Meadowland Coop \$23,549.89, \$16,801.54, \$9,330.00; Duinink, Inc. \$47,644.20; Zimmermann Maintenance \$8,824.42

ECONOMIC DEVELOPMENT

- On motion by Van Hee, second by Forkrud, in a roll-call vote with Van Hee, Forkrud, Salfer, Wakefield and Groebner all voting aye, the Board adopted the following resolution:

RESOLUTION 2023-01

A RESOLUTION TO EXPEND CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS UNDER THE AMERICAN RESCUE PLAN ACT FOR THE 150TH REDWOOD COUNTY FAIR

WHEREAS, Redwood County (“County”) received Federal Coronavirus Local Fiscal Recovery Funds under the American Rescue Plan Act (“ARP”), to provide relief to the county impacted by the coronavirus disease 2019 (“COVID-19”);

WHEREAS, Redwood County Commissioners have identified a necessary expense support the Redwood County Ag Society for the 2023 150th Redwood County Fair;

WHEREAS, the authority under the ARP Act allows this expenditure, per the Final Rule published on January 6, 2022, 31 C.F.R § 35

§35.6(d) *Providing government services.* A recipient may use funds for the provision of government services to the extent of the reduction in the recipient's general revenue due to the public health emergency, calculated according to this paragraph (d). A recipient must make a one-time election to calculate the amount of the reduction in the recipient's general revenue due to the public health emergency according to either paragraph (d)(1) or (d)(2) of this section:

§35.6(d)(1) *Standard allowance.* The reduction in the recipient's general revenue due to the public health emergency over the period of performance will be deemed to be ten million dollars; or

WHEREAS, The Redwood County Board of Commissioners voted to authorize Redwood County to expend American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds utilizing the Standard (Revenue Loss) Allowance at their Regular Board Meeting held on March 1, 2022;

WHEREAS, at the August 16, 2022 Board of Commissioners Board meeting a one-time appropriation of \$30,000 was unanimously authorized for the Redwood County Ag Society to be used for the 2023 150th Redwood County Fair set for July 13 – 16, 2023;

NOW, THEREFORE, BE IT RESOLVED, the County Board of Commissioners is authorizing the disbursement of \$30,000 to the Redwood County Ag Society to be used on the 2023 150th Redwood County Fair set for July 13 – 16, 2023, and certifies that the funds appropriated from the ARP Act fund will be used only in a manner consistent with the Department of the U.S. Treasury guidance and incurred during the covered period.

- Chair Salfer appointed Shawn Guetter to the Economic Development Authority Board.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the Southwest Minnesota Partnership Contract for CDBG Broadband Grant Administrative Services in the amount of \$53,000.00.
- Chair Salfer appointed Commissioner Wakefield and Redwood Area Chamber and Tourism Director, Anne Johnson, to the Explore Southwest Minnesota Committee.

CLOSED SESSION

- The Board entered into Closed Session per MN Statute 13D.05, Subd. 1 for Attorney-Client Privilege at 12:30 p.m.
- Closed Session ended at 1:08 p.m.
- No action was taken.

ADJOURN

- Chair Salfer adjourned the meeting at 1:08 p.m.

Jim Salfer, Chair
Board of County Commissioners

Attest: _____

Vicki Kletscher
County Administrator

RACHELW
2/2/23 2:46PM

*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund
2 - Department (Totals by Dept) 2 - Page Break by Dept
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
2	DEPT			COMMISSIONERS			
108	55395 MARCO INC - TEXAS		172.62	02/25 KONIC LEASE	33349335	OFFICE SUPPLIES & EQUIPMENT MAI	N
	55395 MARCO INC - TEXAS		172.62		1 Transactions		
2	DEPT Total:		172.62	COMMISSIONERS	1 Vendors	1 Transactions	
23	DEPT			LAW LIBRARY			
88	93610 THOMSON REUTERS - WEST PUBLISHING	AP	633.10	2022 DEC - WEST INFO CHARGES 12/01/2022 12/31/2022	847615120	MISCELLANEOUS	N
	93610 THOMSON REUTERS - WEST PUBLISHING		633.10		1 Transactions		
23	DEPT Total:		633.10	LAW LIBRARY	1 Vendors	1 Transactions	
31	DEPT			COUNTY ADMINISTRATION			
1	65 ACE OF SOUTHWEST MINNESOTA		8,719.50	2023 - 1ST QTR APPROPRIATIONS 01/01/2023 03/31/2023	STMT	RSVP CONTRACTED SALARIES	N
	65 ACE OF SOUTHWEST MINNESOTA		8,719.50		1 Transactions		
11	13055 COLUMN SOFTWARE PBC		151.99	12/30&01/05 BOARD MINUTES 01/17/2023 01/17/2023	6C6C1177-30,31	PRINTING & PUBLISHING	N
	13055 COLUMN SOFTWARE PBC		151.99		1 Transactions		
26	23503 ESTEBO FRANK MUNSHOWER LTD	AP	80.00	PROFESSIONAL SERVICE - PG 12/20/2022 12/20/2022	64-JV-22-59	COURT APPOINTED ATTORNEYS	Y
22	01-031-000-0000-6266	AP	20.00	PROFESSIONAL SERVICE - DRP 10/04/2022 10/04/2022	JV-21-19	COURT APPOINTED ATTORNEYS	Y
21	01-031-000-0000-6266	AP	50.00	PROFESSIONAL SERVICE - DL 10/18/2022 10/18/2022	JV-22-16	COURT APPOINTED ATTORNEYS	Y
20	01-031-000-0000-6266	AP	40.00	PROFESSIONAL SERVICE - L 10/04/2022 10/04/2022	JV-22-27	COURT APPOINTED ATTORNEYS	Y
18	01-031-000-0000-6266	AP	30.00	PROFESSIONAL SERVICE - JT 10/04/2022 10/04/2022	JV-22-60	COURT APPOINTED ATTORNEYS	Y
19	01-031-000-0000-6266	AP	40.00	PROFESSIONAL SERVICE - EH	JV-22-72	COURT APPOINTED ATTORNEYS	Y

*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
24	01-031-000-0000-6266	AP	30.00	10/04/2022 10/04/2022 PROFESSIONAL SERVICE - DW	PR-11-95	COURT APPOINTED ATTORNEYS	Y
25	01-031-000-0000-6266	AP	30.00	10/18/2022 10/18/2022 PROFESSIONAL SERVICE - DW	PR-11-98	COURT APPOINTED ATTORNEYS	Y
23	01-031-000-0000-6266	AP	20.00	10/18/2022 10/18/2022 PROFESSIONAL SERVICE - S	PR-22-670	COURT APPOINTED ATTORNEYS	Y
	23503 ESTEBO FRANK MUNSHOWER LTD		340.00		9 Transactions		
43191	JONES LAW OFFICE						
43	01-031-000-0000-6266	AP	30.00	2022 DEC - RB 12/01/2022 12/01/2022	1988199	COURT APPOINTED ATTORNEYS	Y
44	01-031-000-0000-6266	AP	50.00	2022 DEC - JB 12/27/2022 12/28/2022	1988200	COURT APPOINTED ATTORNEYS	Y
45	01-031-000-0000-6266	AP	30.00	2022 DEC - RB 12/01/2022 12/01/2022	1988201	COURT APPOINTED ATTORNEYS	Y
46	01-031-000-0000-6266	AP	120.00	2022 DEC - MC 12/09/2022 12/13/2022	1988202	COURT APPOINTED ATTORNEYS	Y
42	01-031-000-0000-6266	AP	30.00	2022 DEC - BW 12/21/2022 12/21/2022	1988203	COURT APPOINTED ATTORNEYS	Y
	43191 JONES LAW OFFICE		260.00		5 Transactions		
74883	QUARNSTROM & DOERING PA						
68	01-031-000-0000-6266	AP	194.50	2022 DEC - WJT 12/09/2022 12/19/2022	83016	COURT APPOINTED ATTORNEYS	Y
	74883 QUARNSTROM & DOERING PA		194.50		1 Transactions		
76350	REDWOOD COUNTY RECORDER						
75	01-031-000-0000-6401		46.00	RECORDING FEE 01/20/2023 01/20/2023	2023-46	OFFICE SUPPLIES & EQUIPMENT MAI N	
	76350 REDWOOD COUNTY RECORDER		46.00		1 Transactions		
86685	THORNTON, DOLAN, BOWEN, KLECKER &						
90	01-031-000-0000-6266	AP	40.00	PROFESSIONAL SERVICE - JD 12/01/2022 12/14/2022	100503	COURT APPOINTED ATTORNEYS	Y
89	01-031-000-0000-6266	AP	40.00	PROFESSIONAL SERVICE - FS 12/02/2022 12/02/2022	100504	COURT APPOINTED ATTORNEYS	Y
	86685 THORNTON, DOLAN, BOWEN, KLECKER &		80.00		2 Transactions		

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
31	DEPT Total:		9,791.99	COUNTY ADMINISTRATION	7 Vendors	20 Transactions	
41	DEPT			AUDITOR-TREASURER			
96	2755 AMERICAN SOLUTIONS FOR BUSINESS 01-041-000-0000-6401	AP	381.00	ASSET TAGS 12/09/2022 12/09/2022	06446562	OFFICE SUPPLIES & EQUIPMENT MAI	N
	2755 AMERICAN SOLUTIONS FOR BUSINESS		381.00		1 Transactions		
98	13055 COLUMN SOFTWARE PBC 01-041-000-0000-6401	AP	82.08	PROPERTY TAX NOTICE 11/10/2022 11/10/2022	77A1E109-0003	OFFICE SUPPLIES & EQUIPMENT MAI	N
	13055 COLUMN SOFTWARE PBC		82.08		1 Transactions		
101	13235 COUNTIES PROVIDING TECHNOLOGY 01-041-000-2758-6401		120.00	2023 JAN - TAX WEB HOST 01/01/2023 01/31/2023	1033	OFFICE SUPPLIES	N
	13235 COUNTIES PROVIDING TECHNOLOGY		120.00		1 Transactions		
113	55642 MARCO TECHNOLOGIES LLC - MO 01-041-000-2758-6401		758.97	01/20-02/20 KONICA LEASE 01/20/2023 02/20/2023	492964713	OFFICE SUPPLIES	N
	55642 MARCO TECHNOLOGIES LLC - MO		758.97		1 Transactions		
115	64868 ONE OFFICE SOLUTION 01-041-000-0000-6401	AP	99.00	STAMPERS 12/19/2022 12/19/2022	491736-00	OFFICE SUPPLIES & EQUIPMENT MAI	N
117	01-041-000-0000-6401		10.00	MINI POST ITS 01/09/2023 01/09/2023	494514-00	OFFICE SUPPLIES & EQUIPMENT MAI	N
116	01-041-000-0000-6401		7.08	HIGHLIGHTERS 01/23/2023 01/23/2023	496872-00	OFFICE SUPPLIES & EQUIPMENT MAI	N
	64868 ONE OFFICE SOLUTION		116.08		3 Transactions		
41	DEPT Total:		1,458.13	AUDITOR-TREASURER	5 Vendors	7 Transactions	
42	DEPT			ASSESSOR			
97	11832 CHERRYROAD MEDIA 01-042-000-0000-6401	AP	140.00	PROPERTY APPRAISER JOB POSTING 12/01/2022 12/01/2022	98713	OFFICE SUPPLIES & EQUIPMENT MAI	N

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11832	CHERRYROAD MEDIA				140.00						
								1 Transactions			
12	13055	COLUMN SOFTWARE PBC									
		01-042-000-0000-6242			84.81	HOMESTEAD NOTICE		99FC46A9-1		DUES & REGISTRATION FEES	N
						12/01/2022	12/01/2022				
	13055	COLUMN SOFTWARE PBC			84.81						
								1 Transactions			
100	13235	COUNTIES PROVIDING TECHNOLOGY									
		01-042-000-2758-6401			2,379.00	2023 JAN - CAMA & APEX MAINT		1033		OFFICE SUPPLIES	N
						01/01/2023	01/31/2023				
	13235	COUNTIES PROVIDING TECHNOLOGY			2,379.00						
								1 Transactions			
54	55652	MARSHALL INDEPENDENT									
		01-042-000-0000-6401	AP		73.44	PROPERTY APPRAISER JOB POSTING		069258		OFFICE SUPPLIES & EQUIPMENT MAI	N
						12/31/2022	12/31/2022				
	55652	MARSHALL INDEPENDENT			73.44						
								1 Transactions			
118	64868	ONE OFFICE SOLUTION									
		01-042-000-0000-6401			243.74	ORGANIZERS, POST ITS, TAPE		494514-00		OFFICE SUPPLIES & EQUIPMENT MAI	N
						01/09/2023	01/09/2023				
	64868	ONE OFFICE SOLUTION			243.74						
								1 Transactions			
120	83331	STANDARD-GAZETTE & MESSENGER									
		01-042-000-0000-6401	AP		72.45	HOMESTEAD NOTICE		17895		OFFICE SUPPLIES & EQUIPMENT MAI	Y
						11/09/2022	11/09/2022				
	83331	STANDARD-GAZETTE & MESSENGER			72.45						
								1 Transactions			
42	DEPT Total:				2,993.44	ASSESSOR		6 Vendors		6 Transactions	
43	DEPT					LICENSE CENTER					
53	55642	MARCO TECHNOLOGIES LLC - MO									
		01-043-000-0000-6401			122.04	01/17-02/17 KONICA LEASE		492729181		OFFICE SUPPLIES & EQUIPMENT MAI	N
						01/17/2023	02/17/2023				
	55642	MARCO TECHNOLOGIES LLC - MO			122.04						
								1 Transactions			
70	75132	RACF-LINC REDWOOD COUNTY									
		01-043-000-0000-6401			150.00	2023 TUITION - AS		202223-2		OFFICE SUPPLIES & EQUIPMENT MAI	N
						01/01/2023	03/14/2023				

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Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	1099
75132	RACF-LINC REDWOOD COUNTY				150.00						
43	DEPT Total:				272.04	LICENSE CENTER		2 Vendors		2 Transactions	
61	DEPT					ADMINISTRATOR					
999999930	AMC										
2	01-061-000-0000-6242				125.00	2023 MCHRMA DUES	01/01/2023 12/31/2023	8672		DUES & REGISTRATION FEES	N
999999930	AMC				125.00					1 Transactions	
55395	MARCO INC - TEXAS										
109	01-061-000-0000-6401				258.91	02/25 KONIC LEASE		33349335		OFFICE SUPPLIES & EQUIPMENT MAI	N
55395	MARCO INC - TEXAS				258.91					1 Transactions	
55688	MARTIN LAW FIRM PLLC										
55	01-061-000-0000-6242		AP		333.00	LEGAL SERVICES	12/21/2022 12/28/2022	1087-01		DUES & REGISTRATION FEES	Y
55688	MARTIN LAW FIRM PLLC				333.00					1 Transactions	
61	DEPT Total:				716.91	ADMINISTRATOR		3 Vendors		3 Transactions	
63	DEPT					ELECTIONS					
57952	MINNESOTA DEPARTMENT OF HUMAN SEI										
114	01-063-000-0000-6899		DTG		215.60	2022 DEC - PRINT/MAIL SERVICE	12/01/2022 12/31/2022	A300IC64239I		MISCELLANEOUS	N
57952	MINNESOTA DEPARTMENT OF HUMAN SEI				215.60					1 Transactions	
63	DEPT Total:				215.60	ELECTIONS		1 Vendors		1 Transactions	
64	DEPT					COMPUTER					
3402	ASSN OF MN COUNTIES										
3	01-064-000-0000-6242				1,791.00	2023 MNCITLA DUES	01/01/2023 12/31/2023	MNCITLA2023		DUES & REGISTRATION FEES	N
3402	ASSN OF MN COUNTIES				1,791.00					1 Transactions	
13235	COUNTIES PROVIDING TECHNOLOGY										
99	01-064-000-0000-6264				4,130.00	2023 JAN - DATA PROCESSING	01/01/2023 01/31/2023	1033		PROGRAMMING EXPENSES	N

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
13235	COUNTIES PROVIDING TECHNOLOGY		4,130.00		1 Transactions		
39	33585 HEPNER CONSULTING INC 01-064-000-0000-6264		3,800.00	IBM MAINTENANCE AGREEMENT 01/27/2023 01/26/2024	3088	PROGRAMMING EXPENSES	N
	33585 HEPNER CONSULTING INC		3,800.00		1 Transactions		
64	DEPT Total:		9,721.00	COMPUTER	3 Vendors	3 Transactions	
91	DEPT			ATTORNEY			
102	999999930 COUNTY OF CHERRY 01-091-000-0000-6271		6.00	SUBPOENA SERVICE 01/26/2023 01/26/2023	64-CR-22-72	SUBPOENA SERVICE	N
	999999930 COUNTY OF CHERRY		6.00		1 Transactions		
103	13640 COUNTY OF HENNEPIN - SHERIFF 01-091-000-0000-6271		80.00	SUBPOENA SERVICE 01/19/2023 01/19/2023	87851	SUBPOENA SERVICE	N
	13640 COUNTY OF HENNEPIN - SHERIFF		80.00		1 Transactions		
104	13562 COUNTY OF LYON - SHERIFF 01-091-000-0000-6271		70.00	SUBPOENA SERVICE 01/23/2023 01/23/2023	2023-5218	SUBPOENA SERVICE	N
105	01-091-000-0000-6271		70.00	SUBPOENA SERVICE 01/26/2023 01/26/2023	2023-5226	SUBPOENA SERVICE	N
	13562 COUNTY OF LYON - SHERIFF		140.00		2 Transactions		
106	13800 COUNTY OF RENVILLE 01-091-000-0000-6271		75.00	SUBPOENA SERVICE 01/19/2023 01/19/2023	3783	SUBPOENA SERVICE	N
	13800 COUNTY OF RENVILLE		75.00		1 Transactions		
107	14400 CULLIGAN 01-091-000-0000-6271		57.25	BOTTLED WATER DELIVERY 01/31/2023 01/31/2023	170010003227	SUBPOENA SERVICE	N
	14400 CULLIGAN		57.25		1 Transactions		
110	55395 MARCO INC - TEXAS 01-091-000-0000-6401	AP	175.13	12/10 LEXMARK LEASE	32841637	OFFICE SUPPLIES & EQUIPMENT MAI	N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
111	01-091-000-0000-6401		126.13	01/10 LEXMARK LEASE	33043617	OFFICE SUPPLIES & EQUIPMENT MAI	N
112	01-091-000-0000-6401		100.13	02/10 LEXMARK LEASE	33239785	OFFICE SUPPLIES & EQUIPMENT MAI	N
55395	MARCO INC - TEXAS		401.39				3 Transactions
82467	SMITH & JOHNSON						
119	01-091-821-2718-6266		4,000.00	2023 JAN - REV REPLACE 6.1 01/01/2023 01/31/2023	STMT	ARPA: COURT APPOINTED ATTORNE	Y
82467	SMITH & JOHNSON		4,000.00				1 Transactions
93610	THOMSON REUTERS - WEST PUBLISHING						
121	01-091-000-0000-6420	AP	849.69	2022 DEC - WEST INFO CHARGES 12/01/2022 12/31/2022	847586662	LEGAL RESOURCES	N
122	01-091-000-0000-6420		48.00	2023 JAN - LIBRARY PLAN 01/01/2023 01/31/2023	847675075	LEGAL RESOURCES	N
93610	THOMSON REUTERS - WEST PUBLISHING		897.69				2 Transactions
91	DEPT Total:		5,657.33	ATTORNEY			8 Vendors 12 Transactions
101	DEPT			RECORDER			
55624	MINNESOTA ASSN OF COUNTY OFFICERS						
56	01-101-000-0000-6401		750.00	2023 MOMS MAINTENANCE FEE 01/01/2023 12/31/2023	STMT	OFFICE SUPPLIES & EQUIPMENT MAI	N
55624	MINNESOTA ASSN OF COUNTY OFFICERS		750.00				1 Transactions
88990	TRIMIN SYSTEMS INC						
91	01-101-000-2754-6401		21,230.00	LINK, SHARK, LIGHT, SCAN MAINT 01/01/2023 12/31/2023	51269	OFFICE SUPPLIES	N
88990	TRIMIN SYSTEMS INC		21,230.00				1 Transactions
101	DEPT Total:		21,980.00	RECORDER			2 Vendors 2 Transactions
118	DEPT			COURTHOUSE MAINTENANCE			
10059	CAPITAL ONE BANK (USA), N.A.						
5	01-118-000-0000-6401		76.40	PRINTER INK 01/24/2023 01/24/2023	600443	OFFICE SUPPLIES & EQUIPMENT MAI	N
10059	CAPITAL ONE BANK (USA), N.A.		76.40				1 Transactions
13037	COLE PAPERS INC						



1 GENERAL

Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	1099 On Behalf of Name
9		01-118-000-2848-6601			2,380.25	SWEeper VACUUM	01/16/2023 01/16/2023	10247682		CAPITAL OUTLAY (\$5,000 AND OVER)	N
8		01-118-000-0000-6401			2,305.76	SUPPLIES, ICE MELT, SWITCH	01/16/2023 01/18/2023	6567600		OFFICE SUPPLIES & EQUIPMENT MAI	N
	13037	COLE PAPERS INC			4,686.01		2 Transactions				
	27425	G & R CONTROLS									
29		01-118-000-0000-6301			7,354.25	2023 1ST QTR MAINT AGREEMENT	01/01/2023 03/31/2023	S10078		EQUIPMENT & BUILDING MAINTENAN	N
	27425	G & R CONTROLS			7,354.25		1 Transactions				
	30323	GOPHER STATE ONE CALL									
34		01-118-000-0000-6301			50.00	2023 JAN - EMAIL LOCATES	01/31/2023 01/31/2023	3001362		EQUIPMENT & BUILDING MAINTENAN	N
	30323	GOPHER STATE ONE CALL			50.00		1 Transactions				
	83302	SOUTHWEST SALES & SERVICE									
87		01-118-000-0000-6301	AP		589.59	PLOW CUTTING EDGES	12/19/2022 12/19/2022	16417		EQUIPMENT & BUILDING MAINTENAN	Y
	83302	SOUTHWEST SALES & SERVICE			589.59		1 Transactions				
118	DEPT Total:				12,756.25	COURTHOUSE MAINTENANCE		5 Vendors		6 Transactions	
201	DEPT					SHERIFF					
	10413	CENTRACARE HEALTH SYSTEM									
7		01-201-000-0000-6356	AP		67.50	DIETITIAN MENU - JAIL	12/07/2022 12/07/2022	RDWF505		BOARDING PRISONER MEAL EXPENS	6
6		01-201-000-0000-6355			762.56	INMATE MEDICAL - DDG	01/15/2023 01/15/2023	STMT		BOARDING PRISONER MEDICAL EXPI	6
	10413	CENTRACARE HEALTH SYSTEM			830.06		2 Transactions				
	13800	COUNTY OF RENVILLE									
15		01-201-000-0000-6354	DTG		18,682.60	2022 DEC - INMATE BOARDING	12/01/2022 12/31/2022	10618		BOARDING PRISONERS	N
16		01-201-000-0000-6355	DTG		1,570.50	2022 DEC - INMATE MEDICAL	12/01/2022 12/31/2022	10618		BOARDING PRISONER MEDICAL EXPI	N
	13800	COUNTY OF RENVILLE			20,253.10		2 Transactions				
	25810	FLEET SERVICES DIVISION-DEPT OF ADMI									

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27	01-201-000-0000-6343	AP	10,104.71	2022 DEC - PATROL CAR LEASE 12/01/2022 12/31/2022	2023060036	PATROL CAR LEASE	N
25810	FLEET SERVICES DIVISION-DEPT OF ADMI		10,104.71	1 Transactions			
27495	GALLS						
32	01-201-000-0000-6302	AP	114.13	NEW HIRE UNIFORMS - TR 12/29/2022 12/29/2022	023094622	POLICE EQUIPMENT MAINTENANCE	N
31	01-201-000-0000-6302		216.02	NEW HIRE UNIFORMS - TR 01/04/2023 01/04/2023	023133007	POLICE EQUIPMENT MAINTENANCE	N
30	01-201-000-0000-6302		337.35	NEW HIRE UNIFORMS - TR 01/05/2023 01/05/2023	023139722	POLICE EQUIPMENT MAINTENANCE	N
27495	GALLS		667.50	3 Transactions			
32001	H & L PRINTING SERVICE						
37	01-201-000-0000-6401	AP	543.85	LETTERHEAD & BUSINESS CARDS 12/28/2022 12/30/2022	36471	OFFICE SUPPLIES & EQUIPMENT MAI	N
38	01-201-000-0000-6401		236.50	BUSINESS CARDS 01/06/2023 01/06/2023	36473	OFFICE SUPPLIES & EQUIPMENT MAI	N
32001	H & L PRINTING SERVICE		780.35	2 Transactions			
38325	INTELLIPAY						
40	01-201-000-0000-6401		181.00	CREDIT CARD READER 01/06/2023 01/06/2023	3454	OFFICE SUPPLIES & EQUIPMENT MAI	Y
38325	INTELLIPAY		181.00	1 Transactions			
42390	JESSE'S COLLISION & RESTORATION						
41	01-201-000-0000-6343		1,173.90	WINDSHIED & BUMPER - SQ #11575 01/11/2023 01/11/2023	5134	PATROL CAR LEASE	Y
42390	JESSE'S COLLISION & RESTORATION		1,173.90	1 Transactions			
50928	LEAGUE OF MINNESOTA CITIES						
51	01-201-000-0000-6242		1,350.00	2023 PATROL SUBSCRIPTION 01/01/2023 12/31/2023	375018	DUES & REGISTRATION FEES	N
50928	LEAGUE OF MINNESOTA CITIES		1,350.00	1 Transactions			
57060	MID-STATES ORGANIZED CRIME INFO CEN						
95	01-201-000-0000-6242		150.00	2023 MEMBERSHIP FEE 01/01/2023 12/31/2023	2023459-IN	DUES & REGISTRATION FEES	N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
57060	MID-STATES ORGANIZED CRIME INFO CEN		150.00		1 Transactions		
57700	MINNESOTA SHERIFFS ASSN						
58	01-201-000-0000-6242		2,776.76	2023 LEXIPOL DUES 01/01/2023 12/31/2023	23-151	DUES & REGISTRATION FEES	N
59	01-201-000-0000-6242		1,034.47	2023 ICLD PROJECT 01/01/2023 12/31/2023	23-238	DUES & REGISTRATION FEES	N
57	01-201-000-0000-6242		2,824.78	2023 ANNUAL SHERIFF DUES 01/01/2023 12/31/2023	23-64	DUES & REGISTRATION FEES	N
57700	MINNESOTA SHERIFFS ASSN		6,636.01		3 Transactions		
58700	MORRIS ELECTRONICS INC						
61	01-201-000-0000-6242		1,974.00	2023 PHONE FACTOR LICENSE 01/01/2023 12/31/2023	1479	DUES & REGISTRATION FEES	N
58700	MORRIS ELECTRONICS INC		1,974.00		1 Transactions		
24590	NELSONS SALVAGE & TOWING INC						
64	01-201-000-0000-6404 AP		225.00	TOW VEHICLE #22102432 04/12/2022 04/12/2022	027138	INVESTIGATION EXPENSES	N
63	01-201-000-0000-6343		150.00	TOW SQUAD 01/21/2023 01/21/2023	027964	PATROL CAR LEASE	N
24590	NELSONS SALVAGE & TOWING INC		375.00		2 Transactions		
63656	NORTHLAND BUSINESS SYSTEMS						
65	01-201-000-0000-6401		289.00	DICTATION SOFTWARE 12/29/2022 12/28/2023	105645	OFFICE SUPPLIES & EQUIPMENT MAI	N
63656	NORTHLAND BUSINESS SYSTEMS		289.00		1 Transactions		
74900	QUILL CORPORATION						
69	01-201-000-0000-6401		367.95	TAPE DISPENSER, TAPE, BAGS 01/09/2023 01/13/2023	894555	OFFICE SUPPLIES & EQUIPMENT MAI	N
74900	QUILL CORPORATION		367.95		1 Transactions		
80695	SCOTTS LAWN SERVICE and SNOW REMO						
82	01-201-000-0000-6251 AP		1,735.00	LAWN MOWING - IMPOUND 07/12/2022 09/26/2022	9064	UTILITIES	Y
80695	SCOTTS LAWN SERVICE and SNOW REMO		1,735.00		1 Transactions		
82480	SMZ TOWING						

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
83	01-201-000-0000-6404		276.00	TOW VEHICLE 23100234 01/09/2023 01/09/2023	1051	INVESTIGATION EXPENSES	Y
	82480 SMZ TOWING		276.00	1 Transactions			
86	83302 SOUTHWEST SALES & SERVICE 01-201-000-0000-6565		104.88	OIL CHANGE - TAHOE 01/09/2023 01/09/2023	16552	PATROL CAR EXPENSES-OWNED	Y
85	01-201-000-0000-6343		741.20	TIRES - SQ#10513 01/11/2023 01/11/2023	16593	PATROL CAR LEASE	N
	83302 SOUTHWEST SALES & SERVICE		846.08	2 Transactions			
92	91492 VOYAGER FLEET SYSTEMS INC 01-201-000-0000-6343		119.28	2023 JAN - FUEL 01/01/2023 01/31/2023	8691019802304	PATROL CAR LEASE	N
	91492 VOYAGER FLEET SYSTEMS INC		119.28	1 Transactions			
201	DEPT Total:		48,108.94	SHERIFF	18 Vendors	27 Transactions	
202	DEPT 64567 ONSOLVE LLC			E-911 SYSTEM			
67	01-202-000-2756-6406		8,151.52	RENEW CODE RED & IPAWS LICENSE 01/01/2023 12/31/2023	15273888	DISPATCH EXPENSES	N
	64567 ONSOLVE LLC		8,151.52	1 Transactions			
202	DEPT Total:		8,151.52	E-911 SYSTEM	1 Vendors	1 Transactions	
249	DEPT 999999930 GAME & FISH MIDWEST			OTHER PUBLIC SAFETY			
33	01-249-000-2815-6802		24.00	MAGAZINE SUBSCRIPTION 01/01/2023 12/31/2023	STMT	CANTEEN EXPENSES	N
	999999930 GAME & FISH MIDWEST		24.00	1 Transactions			
49	45746 KEEFE SUPPLY COMPANY 01-249-000-2815-6802	AP	32.00	CANTEEN SUPPLIES 11/09/2022 11/09/2022	1654868	CANTEEN EXPENSES	N
47	01-249-000-2815-6802		126.00	CANTEEN SUPPLIES 01/13/2023 01/13/2023	1677732	CANTEEN EXPENSES	N
48	01-249-000-2815-6802		224.16	CANTEEN SUPPLIES	167811	CANTEEN EXPENSES	N

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45746	KEEFE SUPPLY COMPANY		382.16	01/13/2023 01/13/2023	3 Transactions		
249	DEPT Total:		406.16	OTHER PUBLIC SAFETY	2 Vendors	4 Transactions	
501	DEPT			LIBRARY			
50351	LAMBERTON PUBLIC LIBRARY						
50	01-501-000-0000-6801		7,117.23	2023 JAN-JUN - AID TO LIBRARY	STMT	APPROPRIATIONS (REG LIB)	N
				01/01/2023 06/30/2023	1 Transactions		
50351	LAMBERTON PUBLIC LIBRARY		7,117.23				
58295	MORGAN PUBLIC LIBRARY						
60	01-501-000-0000-6801		6,896.94	2023 JAN-JUN - AID TO LIBRARY	STMT	APPROPRIATIONS (REG LIB)	N
				01/01/2023 06/30/2023	1 Transactions		
58295	MORGAN PUBLIC LIBRARY		6,896.94				
76528	REDWOOD FALLS PUBLIC LIBRARY						
76	01-501-000-0000-6801		20,339.73	2023 JAN-JUN - AID TO LIBRARY	STMT	APPROPRIATIONS (REG LIB)	N
				01/01/2023 06/30/2023	1 Transactions		
76528	REDWOOD FALLS PUBLIC LIBRARY		20,339.73				
92027	WABASSO PUBLIC LIBRARY						
93	01-501-000-0000-6801		18,682.60	2023 JAN-JUN - AID TO LIBRARY	STMT	APPROPRIATIONS (REG LIB)	N
				01/01/2023 06/30/2023	1 Transactions		
92027	WABASSO PUBLIC LIBRARY		18,682.60				
501	DEPT Total:		53,036.50	LIBRARY	4 Vendors	4 Transactions	
503	DEPT			OTHER CULTURE & RECREATION			
76160	REDWOOD COUNTY AG SOCIETY						
71	01-503-000-0000-6801		36,000.00	2023 APPROPRIATIONS	STMT	OTHER CULT & REC - APPROPRIATIO	N
				01/01/2023 12/31/2023			
72	01-503-821-2718-6801		30,000.00	150TH FAIR APPROPRIATION	STMT	OTHER CULT & REC - ARPA APPROPRI	N
				01/19/2023 01/19/2023	2 Transactions		
76160	REDWOOD COUNTY AG SOCIETY		66,000.00				
83286	SOUTHWEST MINNESOTA ARTS COUNCIL						
84	01-503-000-0000-6801		1,000.00	2023 APPROPRIATIONS	STMT	OTHER CULT & REC - APPROPRIATIO	N

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
83286	SOUTHWEST MINNESOTA ARTS COUNCIL		1,000.00	01/01/2023 12/31/2023 1 Transactions			
503	DEPT Total:		67,000.00	OTHER CULTURE & RECREATION	2 Vendors	3 Transactions	
520	DEPT			PARKS			
21500	ELECTRIC MOTOR CO						
17	01-520-000-0000-6301		85.00	DEWALT FACTORY REPAIR 01/31/2023 01/31/2023 1 Transactions	134476	EQUIPMENT & BUILDING MAINTENAN	N
21500	ELECTRIC MOTOR CO		85.00				
79500	RUNNINGS FARM & FLEET						
81	01-520-000-0000-6301		97.94	CHAIN, ENGINE OIL, STAND 01/11/2023 01/11/2023 1 Transactions	33970	EQUIPMENT & BUILDING MAINTENAN	N
79500	RUNNINGS FARM & FLEET		97.94				
520	DEPT Total:		182.94	PARKS	2 Vendors	2 Transactions	
601	DEPT			AGRICULTURAL INSPECTION			
13055	COLUMN SOFTWARE PBC						
10	01-601-000-0000-6282		283.40	PUBLIC NOTICES 01/12/2023 01/12/2023 1 Transactions	CEACC7F9-59,61,60	PLANNING/ZONING COMMITTEE EXPI	N
13055	COLUMN SOFTWARE PBC		283.40				
13187	COORDINATED BUSINESS SYSTEMS LTD						
13	01-601-000-0000-6401	AP	33.37	12/24-12/31 COPIER LEASE 12/24/2022 12/31/2022	275532	OFFICE SUPPLIES & EQUIPMENT MAI	N
14	01-601-000-0000-6401		96.02	01/01-01/23 COPIER LEASE 01/01/2023 01/23/2023 2 Transactions	275532	OFFICE SUPPLIES & EQUIPMENT MAI	N
13187	COORDINATED BUSINESS SYSTEMS LTD		129.39				
55080	MACAI						
52	01-601-000-0000-6242		100.00	2023 ANNUAL DUES 01/01/2023 12/31/2023 1 Transactions	STMT	DUES & REGISTRATION FEES	N
55080	MACAI		100.00				
64868	ONE OFFICE SOLUTION						
66	01-601-000-0000-6401		12.61	PENS	23787	OFFICE SUPPLIES & EQUIPMENT MAI	N

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
64868	ONE OFFICE SOLUTION		12.61	01/12/2023 01/12/2023 1 Transactions			
74	76350 REDWOOD COUNTY RECORDER 01-601-000-0000-5102		46.00	PERMIT - L&S CONSTRUCTION 01/20/2023 01/20/2023 1 Transactions	2023-41	BUILDING PERMITS	N
77	76570 REDWOOD GAZETTE-LIVEWIRE/THE 01-601-000-0000-6242		65.00	SUBSCRIPTION RENEWAL 01/01/2023 12/31/2023 1 Transactions	0470341	DUES & REGISTRATION FEES	N
94	94163 WILDLIFE FOREVER 01-601-000-2706-6370	AP	4,021.50	ADVERTISING ITEMS 09/29/2022 09/29/2022 1 Transactions	43839	INVASIVE SPECIES EXPENSE	N
601	DEPT Total:		4,657.90	AGRICULTURAL INSPECTION	7 Vendors	8 Transactions	
620	DEPT 55717 BRYMA DESIGNS			SOIL AND WATER CONSERVATION DIST			
4	01-620-000-0000-6242	AP	100.00	2022 DEC - WEB SERVICES 12/01/2022 12/31/2022 1 Transactions	BRYMA0093	DUES & REGISTRATION	Y
28	26650 FRONTIER PRECISION INC 01-620-000-0000-6242	AP	1,800.00	REG @ MAPPING TR - BB 11/15/2022 11/15/2022 1 Transactions	262383	DUES & REGISTRATION	N
35	30480 GREAT AMERICAN FINANCIAL SERVICES 01-620-000-0000-6401	AP	75.88	12/16-12/31 COPIER LEASE 12/16/2022 12/31/2022	33262700	OFFICE SUPPLIES & EQUIP MNTCE	N
36	01-620-000-0000-6401		75.87	01/01-01/15 COPIER LEASE 01/01/2023 01/15/2023 2 Transactions	33262700	OFFICE SUPPLIES & EQUIP MNTCE	N
	30480 GREAT AMERICAN FINANCIAL SERVICES		151.75				
	76191 REDWOOD COUNTY ENVIRONMENTAL DEI						

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
73	01-620-000-0000-6411		104.50	LATH BUNDLES 01/10/2023 01/10/2023	STMT	FIELD SUPPLIES/EXPENSES	N
	76191 REDWOOD COUNTY ENVIRONMENTAL DEI		104.50	1 Transactions			
78	01-620-000-0000-6564		30.00	TIRE REPAIR - F150 01/13/2023 01/13/2023	3733	VEHICLE EXPENSES	N
	76758 REDWOOD TIRE SERVICE INC		30.00	1 Transactions			
79	01-620-000-0000-6564	AP	12.00	2022 DEC - CAR WASHES 12/09/2022 12/09/2022	82364	VEHICLE EXPENSES	Y
	77020 RICKY J'S CAR WASH		12.00	1 Transactions			
620	DEPT Total:		2,198.25	SOIL AND WATER CONSERVATION DIST	6 Vendors	7 Transactions	
704	DEPT			OTHER ECONOMIC DEVELOPMENT			
62	01-704-000-0000-6801		50.00	2023 APPROPRIATION 01/01/2023 12/31/2023	STMT	OTHER ECONOMIC DEVELOPMENT-A	N
	57993 MN RIVER VALLEY SCENIC BYWAY ALLIAN		50.00	1 Transactions			
704	DEPT Total:		50.00	OTHER ECONOMIC DEVELOPMENT	1 Vendors	1 Transactions	
1	Fund Total:		250,160.62	GENERAL		121 Transactions	

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3 ROAD AND BRIDGE

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
320	DEPT		HIGHWAY CONSTRUCTION & ENGINEER			
	5162 BAKER TILLY MUNICIPAL ADVISORS LLC					
123	03-320-000-2720-6701		498.91	2021A DISCLOSURE 2021YR 01/30/2023 01/30/2023	BTMA18190	ADMINISTRATIVE FEES 2021A BONDS Y
124	03-320-000-2720-6701		70.32	2021A DISCLOSURE 2021YR 01/30/2023 01/30/2023	BTMA18190	ADMINISTRATIVE FEES 2021A BONDS Y
	5162 BAKER TILLY MUNICIPAL ADVISORS LLC		569.23	2 Transactions		
320	DEPT Total:		569.23	HIGHWAY CONSTRUCTION & ENGINEER	1 Vendors	2 Transactions
3	Fund Total:		569.23	ROAD AND BRIDGE		2 Transactions

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5 HUMAN SERVICES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
399	DEPT			**** HUMAN SERVICES ****			
83299	SOUTHWEST HEALTH & HUMAN SERVICES						
198	05-399-000-0000-6899		20,151.82	OPIOID SETTLEMENT 10/17/2022 10/17/2022	STMT	SWHHS - HS LEVY	N
199	05-399-000-0000-6899		21,178.58	OPIOID SETTLEMENT 12/16/2022 12/16/2022	STMT	SWHHS - HS LEVY	N
200	05-399-000-0000-6899		80,676.68	OPIOID SETTLEMENT 12/16/2022 12/16/2022	STMT	SWHHS - HS LEVY	N
83299	SOUTHWEST HEALTH & HUMAN SERVICES		122,007.08	3 Transactions			
399	DEPT Total:		122,007.08	**** HUMAN SERVICES ****	1 Vendors	3 Transactions	
5	Fund Total:		122,007.08	HUMAN SERVICES		3 Transactions	

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10 BUILDING FUND

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
119	DEPT			BUILDINGS AND PLANT			
84208	SUSSNER CONSTRUCTION INC						
133	10-119-000-2720-6619		26,600.00	SECURE EVIDENCE STORAGE - JC 01/09/2023 01/09/2023	22145-0106	ADDITION: JUSTICE CENTER	N
84208	SUSSNER CONSTRUCTION INC		26,600.00	1 Transactions			
119	DEPT Total:		26,600.00	BUILDINGS AND PLANT	1 Vendors	1 Transactions	
10	Fund Total:		26,600.00	BUILDING FUND		1 Transactions	

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
611	DEPT			DITCH MAINTENANCE			
6020	BECKLUND/RYAN						
134	15-611-000-0000-6899		500.00	BEAVER TRAPPING - JD33 LAT J 01/17/2023 01/17/2023	STMT	MISCELLANEOUS	Y
	6020 BECKLUND/RYAN		500.00	1 Transactions			
6034	BEHREND/RYAN						
135	15-611-000-0000-6899	AP	292.50	CD 66 DITCH VIEWING 12/01/2022 12/16/2022	STMT	MISCELLANEOUS	Y
136	15-611-000-0000-6899	AP	130.00	CD 74 DITCH VIEWING 12/01/2022 12/16/2022	STMT	MISCELLANEOUS	Y
137	15-611-000-0000-6899	AP	97.50	CD 88 DITCH VIEWING 12/01/2022 12/16/2022	STMT	MISCELLANEOUS	Y
138	15-611-000-0000-6899	AP	97.50	CD 94 DITCH VIEWING 12/01/2022 12/16/2022	STMT	MISCELLANEOUS	Y
139	15-611-000-0000-6899	AP	65.00	CD 97 DITCH VIEWING 12/01/2022 12/16/2022	STMT	MISCELLANEOUS	Y
140	15-611-000-0000-6899	AP	195.00	JD 5-1 NELSON DITCH VIEWING 12/01/2022 12/16/2022	STMT	MISCELLANEOUS	Y
141	15-611-000-0000-6899	AP	520.00	JD 15 L&R IMP DITCH VIEWING 12/01/2022 12/16/2022	STMT	MISCELLANEOUS	Y
	6034 BEHREND/RYAN		1,397.50	7 Transactions			
13187	COORDINATED BUSINESS SYSTEMS LTD						
142	15-611-000-0000-6401	AP	33.36	12/24-12/31 COPIER LEASE 12/24/2022 12/31/2022	275532	OFFICE SUPPLIES & EQUIPMENT MAI N	
143	15-611-000-0000-6401		96.02	01/01-01/23 COPIER LEASE 01/01/2023 01/23/2023	275532	OFFICE SUPPLIES & EQUIPMENT MAI N	
	13187 COORDINATED BUSINESS SYSTEMS LTD		129.38	2 Transactions			
32330	HAMMER/TODD						
149	15-611-000-0000-6899		108.00	CD 48 DITCH VIEWING 01/11/2023 01/16/2023	STMT	MISCELLANEOUS	Y
150	15-611-000-0000-6899	AP	228.82	CD 65 DITCH VIEWING 03/16/2022 03/16/2022	STMT	MISCELLANEOUS	Y
151	15-611-000-0000-6899		77.58	CD 65 DITCH VIEWING 01/11/2023 01/16/2023	STMT	MISCELLANEOUS	Y
152	15-611-000-0000-6899	AP	690.07	CD 44 DITCH VIEWING 04/09/2022 07/25/2022	STMT	MISCELLANEOUS	Y

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153	15-611-000-0000-6899		23.58	CD 44 DITCH VIEWING 01/11/2023 01/16/2023	STMT	MISCELLANEOUS	Y
144	15-611-000-0000-6899	AP	206.32	CD 63 DITCH VIEWING 03/16/2022 03/16/2022	STMT	MISCELLANEOUS	Y
145	15-611-000-0000-6899		77.58	CD 63 DITCH VIEWING 01/11/2023 01/16/2023	STMT	MISCELLANEOUS	Y
146	15-611-000-0000-6899	AP	851.40	CD 55 DITCH VIEWING 03/08/2022 07/27/2022	STMT	MISCELLANEOUS	Y
147	15-611-000-0000-6899		77.58	CD 55 DITCH VIEWING 01/11/2023 01/16/2023	STMT	MISCELLANEOUS	Y
148	15-611-000-0000-6899	AP	183.82	CD 48 DITCH VIEWING 04/09/2022 04/09/2022	STMT	MISCELLANEOUS	Y
32330	HAMMER/TODD		2,524.75	10 Transactions			
36671	I&S GROUP INC						
154	15-611-000-0000-6899	C	21,202.50	PROFESSIONAL SERVICES - JD5 12/31/2022 12/31/2022	88501	MISCELLANEOUS	Y
36671	I&S GROUP INC		21,202.50	1 Transactions			
43146	JOHNSON/STEVEN M						
155	15-611-000-0000-6899	AP	175.00	CD 44 DITCH VIEWING 09/09/2022 12/14/2022	STMT	MISCELLANEOUS	Y
156	15-611-000-0000-6899		135.14	CD 44 DITCH VIEWING 01/11/2023 01/17/2023	STMT	MISCELLANEOUS	Y
157	15-611-000-0000-6899	AP	205.00	CD 48 DITCH VIEWING 09/09/2022 12/14/2022	STMT	MISCELLANEOUS	Y
158	15-611-000-0000-6899		135.14	CD 48 DITCH VIEWING 01/11/2023 01/17/2023	STMT	MISCELLANEOUS	Y
159	15-611-000-0000-6899	AP	175.00	CD 55 DITCH VIEWING 09/09/2022 12/14/2022	STMT	MISCELLANEOUS	Y
160	15-611-000-0000-6899		135.14	CD 55 DITCH VIEWING 01/11/2023 01/17/2023	STMT	MISCELLANEOUS	Y
161	15-611-000-0000-6899	AP	175.00	CD 63 DITCH VIEWING 09/09/2022 12/14/2022	STMT	MISCELLANEOUS	Y
162	15-611-000-0000-6899		195.14	CD 63 DITCH VIEWING 01/11/2023 01/17/2023	STMT	MISCELLANEOUS	Y
163	15-611-000-0000-6899	AP	175.00	CD 65 DITCH VIEWING 10/27/2022 12/15/2022	STMT	MISCELLANEOUS	Y
164	15-611-000-0000-6899		135.14	CD 65 DITCH VIEWING	STMT	MISCELLANEOUS	Y

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43146	JOHNSON/STEVEN M		1,640.70	01/11/2023 01/17/2023 10 Transactions			
50976	LEHRER/ART						
165	15-611-000-0000-6899		300.00	CD 21 - BEAVER 01/09/2023 01/09/2023	STMT	MISCELLANEOUS	Y
166	15-611-000-0000-6899		200.00	JD 33 LAT J - BEAVER 01/09/2023 01/09/2023	STMT	MISCELLANEOUS	Y
167	15-611-000-0000-6899		200.00	JD 33 - BEAVER 01/09/2023 01/09/2023	STMT	MISCELLANEOUS	Y
168	15-611-000-0000-6899		400.00	CD 102 - BEAVER 01/09/2023 01/09/2023	STMT	MISCELLANEOUS	Y
169	15-611-000-0000-6899		300.00	CD 42 - BEAVER 01/09/2023 01/09/2023	STMT	MISCELLANEOUS	Y
170	15-611-000-0000-6899		1,100.00	JD 35 - BEAVER 01/09/2023 01/09/2023	STMT	MISCELLANEOUS	Y
171	15-611-000-0000-6899		500.00	JD 30 - BEAVER 01/09/2023 01/09/2023	STMT	MISCELLANEOUS	Y
172	15-611-000-0000-6899		400.00	CD 24 - BEAVER 01/09/2023 01/09/2023	STMT	MISCELLANEOUS	Y
173	15-611-000-0000-6899		100.00	CD 22 - BEAVER 01/09/2023 01/09/2023	STMT	MISCELLANEOUS	Y
174	15-611-000-0000-6899		200.00	JD 29 - BEAVER 01/09/2023 01/09/2023	STMT	MISCELLANEOUS	Y
175	15-611-000-0000-6899		100.00	CD 64 - BEAVER 01/09/2023 01/09/2023	STMT	MISCELLANEOUS	Y
50976	LEHRER/ART		3,800.00	11 Transactions			
57960	MNL, INC						
176	15-611-000-0000-6896		9,842.00	JD 36 FEMA '19 01/20/2023 01/20/2023	2	FEMA EXPENDITURES	N
57960	MNL, INC		9,842.00	1 Transactions			
58125	MOLDESTAD/WILLIAM H						
177	15-611-000-0000-6899		100.00	CD 44 DITCH VIEWING 01/17/2023 01/17/2023	STMT	MISCELLANEOUS	Y
178	15-611-000-0000-6899		75.00	CD 48 DITCH VIEWING 01/17/2023 01/17/2023	STMT	MISCELLANEOUS	Y
179	15-611-000-0000-6899		75.00	CD 55 DITCH VIEWING	STMT	MISCELLANEOUS	Y

*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
180	15-611-000-0000-6899		50.00	01/17/2023 01/17/2023 CD 63 DITCH VIEWING	STMT	MISCELLANEOUS	Y
181	15-611-000-0000-6899		50.00	01/17/2023 01/17/2023 CD 65 DITCH VIEWING	STMT	MISCELLANEOUS	Y
182	15-611-000-0000-6899		327.57	01/17/2023 01/17/2023 CD 25 DITCH VIEWING	STMT	MISCELLANEOUS	Y
183	15-611-000-0000-6899		210.88	01/17/2023 01/17/2023 CD 29 DITCH VIEWING	STMT	MISCELLANEOUS	Y
184	15-611-000-0000-6899		328.63	01/17/2023 01/17/2023 CD 30 DITCH VIEWING	STMT	MISCELLANEOUS	Y
185	15-611-000-0000-6899		180.28	01/17/2023 01/17/2023 CD 32 DITCH VIEWING	STMT	MISCELLANEOUS	Y
186	15-611-000-0000-6899		319.84	01/17/2023 01/17/2023 JD 22 R&L DITCH VIEWING	STMT	MISCELLANEOUS	Y
58125	MOLDESTAD/WILLIAM H		1,717.20	01/17/2023 01/17/2023 10 Transactions			
77350	RINKE-NOONAN						
187	15-611-000-0000-6899	AP	180.00	12/05/2022 12/05/2022 JD 5 PETITION	352263	MISCELLANEOUS	Y
77350	RINKE-NOONAN		180.00	1 Transactions			
93055	WEIDEMANN/JAMES B						
188	15-611-000-0000-6899	AP	644.81	03/01/2022 10/31/2022 CD 65 DITCH VIEWING	STMT	MISCELLANEOUS	Y
189	15-611-000-0000-6899		67.86	01/01/2023 01/31/2023 CD 65 DITCH VIEWING	STMT	MISCELLANEOUS	Y
190	15-611-000-0000-6899	AP	673.64	03/01/2022 10/31/2022 CD 63 DITCH VIEWING	STMT	MISCELLANEOUS	Y
191	15-611-000-0000-6899		127.86	01/01/2023 01/31/2023 CD 63 DITCH VIEWING	STMT	MISCELLANEOUS	Y
192	15-611-000-0000-6899	AP	856.40	03/01/2022 10/31/2022 CD 55 DITCH VIEWING	STMT	MISCELLANEOUS	Y
193	15-611-000-0000-6899		67.86	01/01/2023 01/31/2023 CD 55 DITCH VIEWING	STMT	MISCELLANEOUS	Y
194	15-611-000-0000-6899	AP	675.69	03/01/2022 10/31/2022 CD 44 DITCH VIEWING	STMT	MISCELLANEOUS	Y
195	15-611-000-0000-6899		67.86	01/01/2023 01/31/2023 CD 44 DITCH VIEWING	STMT	MISCELLANEOUS	Y

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*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
196	15-611-000-0000-6899	AP	557.50	CD 48 DITCH VIEWING 07/01/2022 12/31/2022	STMT	MISCELLANEOUS	Y
197	15-611-000-0000-6899		67.86	CD 48 DITCH VIEWING 01/01/2023 01/31/2023	STMT	MISCELLANEOUS	Y
93055	WEIDEMANN/JAMES B		3,807.34	10 Transactions			
611	DEPT Total:		46,741.37	DITCH MAINTENANCE	11 Vendors	64 Transactions	
15	Fund Total:		46,741.37	DITCH		64 Transactions	

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22 SOLID WASTE

*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
395	DEPT			RRRSWA JOINT POWERS			
5162	BAKER TILLY MUNICIPAL ADVISORS LLC						
125	22-395-000-0000-6701		63.03	2021A DISCLOSURE 2021YR 01/30/2023 01/30/2023	BTMA18190	BOND ISSUANCE COSTS	Y
126	22-395-000-0000-6701		8.88	2021A DISCLOSURE 2021YR 01/30/2023 01/30/2023	BTMA18190	BOND ISSUANCE COSTS	Y
5162	BAKER TILLY MUNICIPAL ADVISORS LLC		71.91	2 Transactions			
395	DEPT Total:		71.91	RRRSWA JOINT POWERS	1 Vendors	2 Transactions	
22	Fund Total:		71.91	SOLID WASTE		2 Transactions	

*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

31 DEBT SERVICE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
802	DEPT			DEBT SERVICE			
5162	BAKER TILLY MUNICIPAL ADVISORS LLC						
127	31-802-000-2711-6701		95.77	2016A DISCLOSURE FEE 2021YR 01/30/2023 01/30/2023	BTMA18190	ADMINISTRATIVE {FISCAL} FEES 2016	Y
128	31-802-000-2711-6701		200.00	2016A DISCLOSURE FEE 2021YR 01/30/2023 01/30/2023	BTMA18190	ADMINISTRATIVE {FISCAL} FEES 2016	Y
131	31-802-000-2719-6701		105.19	2021A DISCLOSURE FEE 2021YR 01/30/2023 01/30/2023	BTMA18190	ADMINISTRATIVE FEES 2021A LEC BC	Y
132	31-802-000-2719-6701		14.83	2021A DISCLOSURE FEE 2021YR 01/30/2023 01/30/2023	BTMA18190	ADMINISTRATIVE FEES 2021A LEC BC	Y
129	31-802-000-2720-6701		751.85	2021A DISCLOSURE 2021YR 01/30/2023 01/30/2023	BTMA18190	ADMINISTRATIVE FEES 2021A GO BO	Y
130	31-802-000-2720-6701		105.97	2021A DISCLOSURE 2021YR 01/30/2023 01/30/2023	BTMA18190	ADMINISTRATIVE FEES 2021A GO BO	Y
5162	BAKER TILLY MUNICIPAL ADVISORS LLC		1,273.61	6 Transactions			
802	DEPT Total:		1,273.61	DEBT SERVICE	1 Vendors	6 Transactions	
31	Fund Total:		1,273.61	DEBT SERVICE		6 Transactions	

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*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

73 INSURANCE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
801	DEPT			NON-DEPARTMENTAL			
80	78023 RIVER BEND THERAPEUTIC MASSAGE LLC		300.00	CHAIR MASSAGES	STMT	EMPLOYEE WELLNESS	Y
	73-801-000-0000-6178			01/24/2023 01/24/2023			
	78023 RIVER BEND THERAPEUTIC MASSAGE LLC		300.00		1 Transactions		
801	DEPT Total:		300.00	NON-DEPARTMENTAL	1 Vendors	1 Transactions	
73	Fund Total:		300.00	INSURANCE		1 Transactions	

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*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

85 SOIL & WATER CONSERVA

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
620	DEPT			SOIL AND WATER CONSERVATION DIST			
23503	ESTEBO FRANK MUNSHOWER LTD						
201	85-620-975-0000-6802		492.00	EASEMENT FEES - BENEDICT 01/23/2023 01/27/2023	41107	BWSR RIM-EASEMENTS EXPENSES	Y
	23503 ESTEBO FRANK MUNSHOWER LTD		492.00	1 Transactions			
30504	GREAT RIVER GREENING						
202	85-620-995-0000-6802	C	7,573.24	PROFESSIONAL SERVICES 11/01/2022 12/31/2022	7-3646	LCCMR GRANT EXPENSES	N
	30504 GREAT RIVER GREENING		7,573.24	1 Transactions			
620	DEPT Total:		8,065.24	SOIL AND WATER CONSERVATION DIST	2 Vendors	2 Transactions	
85	Fund Total:		8,065.24	SOIL & WATER CONSERVATION		2 Transactions	
	Final Total:		455,789.06	106 Vendors	202 Transactions		

*** **Redwood County** ***



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	250,160.62	GENERAL	
	3	569.23	ROAD AND BRIDGE	
	5	122,007.08	HUMAN SERVICES	
	10	26,600.00	BUILDING FUND	
	15	46,741.37	DITCH	
	22	71.91	SOLID WASTE	
	31	1,273.61	DEBT SERVICE	
	73	300.00	INSURANCE	
	85	8,065.24	SOIL & WATER CONSERVATION	
All Funds		455,789.06	Total	Approved by,
			
			

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*** **Redwood County** ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund
2 - Department (Totals by Dept) 2 - Page Break by Dept
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

*** **Redwood County** ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
31	DEPT			COUNTY ADMINISTRATION			
25	21275 ELAN CORPORATE PAYMENT SYSTEMS						
	01-031-000-2801-6274		11.23-	SALES TAX CREDIT 01/09/2023 01/09/2023	3118269	CONSULTANT	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		11.23-	1 Transactions			
31	DEPT Total:		11.23-	COUNTY ADMINISTRATION	1 Vendors	1 Transactions	
41	DEPT			AUDITOR-TREASURER			
1	21275 ELAN CORPORATE PAYMENT SYSTEMS						
	01-041-000-0000-6401		8.09	CERTIFIED CONFESSION LETTER 01/03/2023 01/03/2023		OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		8.09	1 Transactions			
41	DEPT Total:		8.09	AUDITOR-TREASURER	1 Vendors	1 Transactions	
61	DEPT			ADMINISTRATOR			
21	21275 ELAN CORPORATE PAYMENT SYSTEMS						
	01-061-000-0000-6401		37.60	PASSPORT PHOTO SUPPLIES 01/04/2023 01/04/2023	672053 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		37.60	1 Transactions			
61	DEPT Total:		37.60	ADMINISTRATOR	1 Vendors	1 Transactions	
64	DEPT			COMPUTER			
18	21275 ELAN CORPORATE PAYMENT SYSTEMS						
	01-064-000-0000-6401		23.95	LASER PRINTER INK 01/03/2023 01/03/2023	0083444 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
15	01-064-000-0000-6401	AP	357.00	MONITOR 12/19/2022 12/19/2022	3815428 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
28	01-064-000-0000-6401		138.60	IT SUPPLIES 01/13/2023 01/13/2023	5163437 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
17	01-064-000-0000-6401	AP	28.99	IPAD SCREEN PROTECTOR 12/27/2022 12/27/2022	6731452 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
29	01-064-000-0000-6401		29.69	MONITOR MOUNT 01/13/2023 01/13/2023	6754644 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		578.23	5 Transactions			

*** **Redwood County** ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
64	DEPT Total:		578.23	COMPUTER	1 Vendors	5 Transactions	
91	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			ATTORNEY			
62	01-091-000-0000-6273		5.90	MEAL @ TAX COURT - MM 01/05/2023 01/05/2023		TRIAL EXPENSES	N
64	01-091-000-0000-6273		118.00	LODGING FOR WITNESS 01/18/2023 01/19/2023	303638	TRIAL EXPENSES	N
61	01-091-000-2769-6334		253.58	LODGING @ DOMESTIC CON- DK 04/10/2023 04/13/2023	3328298941	TRAVEL & TRAINING	N
59	01-091-000-2769-6334		253.58	LODGING @ DOMESTIC CON- JP 04/10/2023 04/13/2023	3328735296	TRAVEL & TRAINING	N
60	01-091-000-2769-6334		253.58	LODGING @ DOMESTIC CON- SN 04/10/2023 04/13/2023	3333873858	TRAVEL & TRAINING	N
16	01-091-000-0000-6401	AP	68.98	MONITOR STAND 12/29/2022 12/29/2022	5125856 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
63	01-091-000-0000-6242		30.00	CLE SUMMARY GUIDE 01/04/2023 01/04/2023	64137202097	DUES & REGISTRATION FEES	N
24	01-091-000-0000-6401	AP	39.58	LAPTOP STAND 12/29/2022 12/29/2022	7196265 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
58	01-091-000-0000-6242		267.00	LAWYER REG - TB 01/01/2023 12/31/2023	LAWYER-266262	DUES & REGISTRATION FEES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		1,290.20		9 Transactions		
91	DEPT Total:		1,290.20	ATTORNEY	1 Vendors	9 Transactions	
118	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			COURTHOUSE MAINTENANCE			
4	01-118-000-0000-6301		557.00	TEMPERED GLASS DOOR 01/06/2023 01/06/2023	3616336	EQUIPMENT & BUILDING MAINTENAN	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		557.00		1 Transactions		
118	DEPT Total:		557.00	COURTHOUSE MAINTENANCE	1 Vendors	1 Transactions	
129	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			VETERAN SERVICE OFFICER			
51	01-129-000-2751-6401		42.94	TONER CATRIDGES 01/13/2023 01/13/2023	1676239 2425	OFFICE SUPPLIES	N

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Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
21275	ELAN CORPORATE PAYMENT SYSTEMS		42.94	1 Transactions		
129	DEPT Total:		42.94	VETERAN SERVICE OFFICER	1 Vendors	1 Transactions
201	DEPT			SHERIFF		
21275	ELAN CORPORATE PAYMENT SYSTEMS					
32	01-201-000-0000-6356	AP	62.26	INMATE HOLIDAY MEAL 12/25/2022 12/25/2022		BOARDING PRISONER MEAL EXPENS N
40	01-201-000-0000-6356		55.79	SOUP 01/03/2023 01/03/2023		BOARDING PRISONER MEAL EXPENS N
39	01-201-000-0000-6401		12.05	POSTAGE 01/03/2023 01/03/2023		OFFICE SUPPLIES & EQUIPMENT MAI N
50	01-201-000-0000-6401		16.70	POSTAGE 01/17/2023 01/17/2023		OFFICE SUPPLIES & EQUIPMENT MAI N
43	01-201-000-0000-6242		125.00	REG @ BCA TR - TA 01/06/2023 01/06/2023	067033	DUES & REGISTRATION FEES N
44	01-201-000-0000-6242		125.00	REG @ BCA TR - TA 01/06/2023 01/06/2023	077496	DUES & REGISTRATION FEES N
26	01-201-000-0000-6401		128.00	MONITOR 01/05/2023 01/05/2023	1287402 2425	OFFICE SUPPLIES & EQUIPMENT MAI N
30	01-201-000-0000-6242		50.00	REG @ BCA TR - KK 01/13/2023 01/13/2023	37938	DUES & REGISTRATION FEES N
31	01-201-000-0000-6302		445.00	TINT METER 01/19/2023 01/19/2023	44202	POLICE EQUIPMENT MAINTENANCE N
36	01-201-000-0000-6334		889.20	LODGING @ TRAINING - TA,TA,JE 01/10/2023 01/12/2023	72459471083621	LODGING & EXPENSE N
47	01-201-000-0000-6401		100.00	ID CARD SERVICE 01/10/2023 01/10/2023	729875	OFFICE SUPPLIES & EQUIPMENT MAI N
49	01-201-000-0000-6401		100.00	ID CARD SERVICE 01/13/2023 01/13/2023	731035	OFFICE SUPPLIES & EQUIPMENT MAI N
22	01-201-000-0000-6401		325.00	DESKTOP PC'S 01/05/2023 01/05/2023	7695413 2425	OFFICE SUPPLIES & EQUIPMENT MAI N
46	01-201-000-0000-6334		219.54	LODGING @ TR - AS 01/08/2023 01/10/2023	7974	LODGING & EXPENSE N
45	01-201-000-0000-6334		219.54	LODGING @ TR - AS 01/08/2023 01/10/2023	7975	LODGING & EXPENSE N
27	01-201-000-0000-6401		128.00	MONITOR 01/11/2023 01/11/2023	9158623 2425	OFFICE SUPPLIES & EQUIPMENT MAI N
42	01-201-000-0000-6242		295.00	REG @ FTO BASIC - MZ	9525	DUES & REGISTRATION FEES N

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Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
34	01-201-000-0000-6242		1,800.00	REG @ NEW SHERIFF ORIENT - JJ 01/18/2023 01/20/2023	STMT	DUES & REGISTRATION FEES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		5,096.08	18 Transactions			
201	DEPT Total:		5,096.08	SHERIFF	1 Vendors	18 Transactions	
202	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			E-911 SYSTEM			
35	01-202-000-2756-6406	AP	264.46	OFFICE CHAIR 12/28/2022 12/28/2022	2003437 2425	DISPATCH EXPENSES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		264.46	1 Transactions			
202	DEPT Total:		264.46	E-911 SYSTEM	1 Vendors	1 Transactions	
249	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			OTHER PUBLIC SAFETY			
33	01-249-000-2815-6802	AP	48.75	CANTEEN SUPPLIES 12/27/2022 12/27/2022		CANTEEN EXPENSES	N
37	01-249-000-2815-6802	AP	28.75	CANTEEN SUPPLIES 12/30/2022 12/30/2022		CANTEEN EXPENSES	N
41	01-249-000-2815-6802		70.54	CANTEEN SUPPLIES 01/03/2023 01/03/2023		CANTEEN EXPENSES	N
48	01-249-000-2815-6802		93.75	CANTEEN SUPPLIES 01/12/2023 01/12/2023		CANTEEN EXPENSES	N
38	01-249-000-2815-6802	AP	86.98	PAPER TOWELS 12/26/2022 12/26/2022	2468208 2425	CANTEEN EXPENSES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		328.77	5 Transactions			
249	DEPT Total:		328.77	OTHER PUBLIC SAFETY	1 Vendors	5 Transactions	
251	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			PROBATION AND PAROLE			
13	01-251-000-0000-6401	AP	98.93	TAPE GUN, HDMI CABLE, CUSHION 12/19/2022 12/19/2022	1441025 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		98.93	1 Transactions			

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Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
251	DEPT Total:		98.93	PROBATION AND PAROLE	1 Vendors	1 Transactions	
601	DEPT			AGRICULTURAL INSPECTION			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
12	01-601-000-0000-6242		119.99	CANVA YEARLY FEE 01/16/2023 01/16/2023	03667-34394501	DUES & REGISTRATION FEES	N
6	01-601-000-0000-6242	AP	4.68	12/23-12/31 TELECOM SOFTWARE 12/23/2022 12/31/2022	181109578	DUES & REGISTRATION FEES	N
7	01-601-000-0000-6242		11.41	01/01-01/22 TELECOM SOFTWARE 01/01/2023 12/31/2023	181109578	DUES & REGISTRATION FEES	N
57	01-601-000-0000-6242		10.22	PESTICIDE LICENSE - MB 01/01/2023 12/31/2023	MNRAGR-147949	DUES & REGISTRATION FEES	N
10	01-601-000-0000-6242		59.94	DROPBOX RENEWAL 01/01/2023 12/31/2023	N216FB6S6BK9	DUES & REGISTRATION FEES	N
9	01-601-000-0000-6242		79.12	2023 MN PIE MEMBERSHIP - MB 01/01/2023 12/31/2023	STMT	DUES & REGISTRATION FEES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		285.36	6 Transactions			
601	DEPT Total:		285.36	AGRICULTURAL INSPECTION	1 Vendors	6 Transactions	
602	DEPT			EXTENSION			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
2	01-602-000-0000-6401		6.86	SILICA GEL PACKS 01/12/2023 01/12/2023	0692200 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
3	01-602-000-0000-6401		6.86	SILICA GEL PACKS 01/12/2023 01/12/2023	6501809 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		13.72	2 Transactions			
602	DEPT Total:		13.72	EXTENSION	1 Vendors	2 Transactions	
620	DEPT			SOIL AND WATER CONSERVATION DISTI			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
52	01-620-000-0000-6401	AP	1.44	POSTAGE 12/30/2022 12/30/2022		OFFICE SUPPLIES & EQUIP MNTCE	N
53	01-620-000-0000-6401	AP	7.25	POSTAGE 12/30/2022 12/30/2022		OFFICE SUPPLIES & EQUIP MNTCE	N
54	01-620-000-0000-6401		22.42	POSTAGE 01/04/2023 01/04/2023		OFFICE SUPPLIES & EQUIP MNTCE	N

*** **Redwood County** ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
55	01-620-000-0000-6401		20.60	ROLLS, NAPKINS, WATER 01/11/2023 01/11/2023		OFFICE SUPPLIES & EQUIP MNTCE	N
56	01-620-000-0000-6401		240.00	STAMPS 01/19/2023 01/19/2023		OFFICE SUPPLIES & EQUIP MNTCE	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		291.71		5 Transactions		
620	DEPT Total:		291.71	SOIL AND WATER CONSERVATION DIST	1 Vendors	5 Transactions	
704	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			OTHER ECONOMIC DEVELOPMENT			
14	01-704-000-0000-6242		225.00	REG @ LEADING ECONOMIC TR - BM 01/25/2023 01/25/2023	694793	EDA DUES AND REGISTRATIONS	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		225.00		1 Transactions		
704	DEPT Total:		225.00	OTHER ECONOMIC DEVELOPMENT	1 Vendors	1 Transactions	
1	Fund Total:		9,106.86	GENERAL		58 Transactions	

RACHELW
2/2/23 3:43PM

*** **Redwood County** ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

3 ROAD AND BRIDGE

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
330	DEPT		EQUIPMENT MAINTENANCE & SHOP			
	21275 ELAN CORPORATE PAYMENT SYSTEMS					
5	03-330-000-0000-6502		2023 DOT DECALS	154675354	SHOP MATERIALS & SUPPLIES	N
			01/01/2023 12/31/2023			
	21275 ELAN CORPORATE PAYMENT SYSTEMS		84.50	1 Transactions		
330	DEPT Total:		84.50	EQUIPMENT MAINTENANCE & SHOP	1 Vendors	1 Transactions
3	Fund Total:		84.50	ROAD AND BRIDGE		1 Transactions

RACHELW
2/2/23 3:43PM
15 DITCH

*** **Redwood County** ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
611	DEPT 21275			DITCH MAINTENANCE			
	ELAN CORPORATE PAYMENT SYSTEMS						
11	15-611-000-0000-6242		59.94	DROPBOX RENEWAL 01/01/2023 12/31/2023	N216FB6S6BK9	DUES & REGISTRATION FEES	N
8	15-611-000-0000-6242		79.13	2023 MN PIE MEMBERSHIP - MB 01/01/2023 12/31/2023	STMT	DUES & REGISTRATION FEES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		139.07	2 Transactions			
611	DEPT Total:		139.07	DITCH MAINTENANCE	1 Vendors	2 Transactions	
15	Fund Total:		139.07	DITCH		2 Transactions	

*** **Redwood County** ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

73 INSURANCE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
801	DEPT			NON-DEPARTMENTAL			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
20	73-801-000-0000-6178		31.00	MUNCH BETTER 01/06/2023 01/06/2023	1473020 2425	EMPLOYEE WELLNESS	N
23	73-801-000-0000-6178		21.64	MUNCH BETTER 01/04/2023 01/04/2023	5921835 2425	EMPLOYEE WELLNESS	N
19	73-801-000-0000-6178		18.00	MUNCH BETTER 01/04/2023 01/04/2023	6858617 2425	EMPLOYEE WELLNESS	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		70.64	3 Transactions			
801	DEPT Total:		70.64	NON-DEPARTMENTAL	1 Vendors	3 Transactions	
73	Fund Total:		70.64	INSURANCE		3 Transactions	
	Final Total:		9,401.07	18 Vendors	64 Transactions		

*** **Redwood County** ***



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	9,106.86	GENERAL
	3	84.50	ROAD AND BRIDGE
	15	139.07	DITCH
	73	70.64	INSURANCE
All Funds		9,401.07	Total

Approved by,

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ROAD & BRIDGE AGENDA

February 7, 2023

1. Approve Bills
 - a. AP-December bills received in January
 - b. January bills
2. Purchase Sweeper-Scrubber
3. Approve Kwik Trip Easements
 - a. Access
 - b. Sanitary
 - c. Storm Sewer
4. Award Chip Seal Contract 23-1
5. Authorize Signatures of Chip Seal Contract 23-1; pending attorney approval
6. Approve Trailer Purchase
7. Approve Resolution for Corridors of Commerce US Highway 71 Rehabilitation and Reconstruction
8. Approve 1500 Chevrolet final vehicle pricing from Olson Chevrolet
9. Approve crack fill material purchase

Other Discussion Items:

- *



REQUEST FOR BOARD ACTION

Requested Board Date:	2/07/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Jeff Bommersbach, Asst CO Engineer
Approve December Bills		estimated time needed:	5 mins
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve RCHD bills presented that were incurred in December and received in January

Background Information:

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

***** Redwood County *****



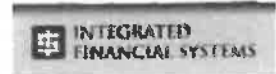
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3 ROAD AND BRIDGE

Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 2

	<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
1	2610	AMERICAN ENGINEERING TESTING INC 03-320-000-0000-6291	AP	5,650.00	SP 084-801-014 Bit Plant Mont		PROFESSIONAL & TECHNICAL SER	N
	2610	AMERICAN ENGINEERING TESTING INC		5,650.00	1 Transactions			
2	2838	AMERICAN WELDING AND GAS INC 03-330-000-0000-6502	AP	21.78	Cylinder Maint		SHOP MATERIALS & SUPPLIES	N
	2838	AMERICAN WELDING AND GAS INC		21.78	1 Transactions			
3	7570	BOLTON & MENK INC 03-320-000-0000-6291	C	12,989.50	Consultant Engineer		PROFESSIONAL & TECHNICAL SER	N
	7570	BOLTON & MENK INC		12,989.50	1 Transactions			
4	19085	E&T PLUMBING 03-330-000-0000-6305	AP	1,770.00	Fixed Urinals		BLDG - REPAIRS & MAINTENANCE	Y
	19085	E&T PLUMBING		1,770.00	1 Transactions			
5	20730	ECOWATER SYSTEMS 03-301-000-0000-6401	AP	58.00	Water Bottles		OFFICE SUPPLIES	N
	20730	ECOWATER SYSTEMS		58.00	1 Transactions			
6	22283	ETTERMAN ENTERPRISES INC 03-330-000-0000-6502	AP	205.29	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
	22283	ETTERMAN ENTERPRISES INC		205.29	1 Transactions			
7	24591	FARMERS COOPERATIVE ASSN OF MILROY 03-330-000-0000-6503	AP	27.90	Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	24591	FARMERS COOPERATIVE ASSN OF MILROY		27.90	1 Transactions			
8	24589	FARMWARD COOPERATIVE 03-330-000-0000-6502	AP	1,197.95	DEF Fluid		SHOP MATERIALS & SUPPLIES	N
	24589	FARMWARD COOPERATIVE		1,197.95	1 Transactions			
9	29740	GOBLIRSCH MOTORS 03-330-000-0000-8306	AP	18.00	Repair		MAINTENANCE - EQUIPMENT	N
	29740	GOBLIRSCH MOTORS		18.00	1 Transactions			
10	32001	H & L PRINTING SERVICE 03-301-000-0000-6401	AP	225.00	Envelopes		OFFICE SUPPLIES	N
	32001	H & L PRINTING SERVICE		225.00	1 Transactions			

*** Redwood County ***



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

3 ROAD AND BRIDGE

Vendor No.	Name Account/Formula	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
		Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
	31990 H & L MESABI		12,432.00		1 Transactions		
12	37640 INNOVATIVE SOLUTIONS LLC 03-301-000-0000-6401		602.93	Office Supplies	1 Transactions	OFFICE SUPPLIES	N
	37640 INNOVATIVE SOLUTIONS LLC		602.93				
13	43095 JOHN DEERE FINANCIAL 03-330-000-0000-6502		9.70	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
14	03-330-000-0000-6503		227.41	Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	43095 JOHN DEERE FINANCIAL		237.11		2 Transactions		
15	50791 LARSEN/JAMIE 03-310-000-0000-6507		199.99	Boot Reimbursement	1 Transactions	MISCELLANEOUS EXPENSES	N
	50791 LARSEN/JAMIE		199.99				
17	52290 LITTLE FALLS MACHINE 03-330-000-0000-6503		1,213.24	Parts	1 Transactions	EQUIPMENT REPAIR PARTS & SUPP	N
	52290 LITTLE FALLS MACHINE		1,213.24				
16	53227 LOFFLER COMPANIES INC 03-301-000-0000-6310		82.60	Copier Lease	1 Transactions	OFFICE EQUIPMENT REPAIR & MAINT	N
	53227 LOFFLER COMPANIES INC		82.60				
18	55681 MARTHALER AUTOMOTIVE OF REDWOOD I 03-330-000-0000-6503		589.51	Parts	1 Transactions	EQUIPMENT REPAIR PARTS & SUPP	N
	55681 MARTHALER AUTOMOTIVE OF REDWOOD I		589.51				
19	55697 MATHESON TRI-GAS INC 03-330-000-0000-6502		48.95	Shop Supplies	1 Transactions	SHOP MATERIALS & SUPPLIES	N
	55697 MATHESON TRI-GAS INC		48.95				
20	56300 MEADOWLAND FARMERS COOP 03-330-000-0000-6305		299.24	Bldg Maint	1 Transactions	BLDG - REPAIRS & MAINTENANCE	N
	56300 MEADOWLAND FARMERS COOP		299.24				
22	83540 NORTH CENTRAL INTERNATIONAL INC 03-330-000-0000-6306		143.00	Equip Maint		MAINTENANCE - EQUIPMENT	N
21	03-330-000-0000-6503		853.52	Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	83540 NORTH CENTRAL INTERNATIONAL INC		996.52		2 Transactions		

*** Redwood County ***



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3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
23	63622 NORTHERN SAFETY TECHNOLOGY INC 03-330-000-0000-8503		1,654.18	Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	63622 NORTHERN SAFETY TECHNOLOGY INC		1,654.16		1 Transactions		
24	71900 PLUNKETTS PEST CONTROL INC 03-330-000-0000-8305		315.12	Rodent Control		BLDG - REPAIRS & MAINTENANCE	N
	71900 PLUNKETTS PEST CONTROL INC		315.12		1 Transactions		
25	76758 REDWOOD TIRE SERVICE INC 03-330-000-0000-6306		56.00	Equip Maint		MAINTENANCE - EQUIPMENT	N
	76758 REDWOOD TIRE SERVICE INC		56.00		1 Transactions		
26	78815 RSS GROUP INTERNATIONAL INC 03-330-000-0000-6502		348.74	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
	78815 RSS GROUP INTERNATIONAL INC		348.74		1 Transactions		
28	79500 RUNNINGS FARM & FLEET 03-330-000-0000-8502		50.34	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
27	03-330-000-0000-8503		62.94	Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	79500 RUNNINGS FARM & FLEET		113.28		2 Transactions		
29	80075 SAFETY-KLEEN SYSTEMS INC 03-330-000-0000-6502		125.44	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
	80075 SAFETY-KLEEN SYSTEMS INC		125.44		1 Transactions		
30	80084 SALFER WELDING & MANUFACTURING 03-330-000-0000-6503		155.80	Parts		EQUIPMENT REPAIR PARTS & SUPP	Y
	80084 SALFER WELDING & MANUFACTURING		155.80		1 Transactions		
31	83965 SUMMIT FIRE PROTECTION 03-330-000-0000-6305		136.00	Bldg Maint		BLDG - REPAIRS & MAINTENANCE	N
	83965 SUMMIT FIRE PROTECTION		136.00		1 Transactions		
33	88153 TOWMASTER 03-330-000-0000-8503		3,801.45	Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	88153 TOWMASTER		3,801.45		1 Transactions		
32	88743 TRUCK CENTER COMPANIES 03-330-000-0000-6503		151.12	Parts		EQUIPMENT REPAIR PARTS & SUPP	Y

*** Redwood County ***



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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3 ROAD AND BRIDGE

Vendor No.	Name Account/Formula	Rpt	Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
88743	TRUCK CENTER COMPANIES			151.12		1 Transactions		
34	91159 VAULT HEALTH 03-310-000-0000-6507			59.38	Drug Testing	1 Transactions	MISCELLANEOUS EXPENSES	N
	91159 VAULT HEALTH			59.38		1 Transactions		
35	93070 WELTSCH EQUIPMENT INC 03-330-000-0000-6503			210.93	Parts	1 Transactions	EQUIPMENT REPAIR PARTS & SUPP	N
	93070 WELTSCH EQUIPMENT INC			210.93		1 Transactions		
36	99290 ZIEGLER INC 03-330-000-0000-6502			1,250.00	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
37	03-330-000-0000-6503			993.28	Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	99290 ZIEGLER INC			2,243.28		2 Transactions		
3 Fund Total:				43,485.25	ROAD AND BRIDGE	32 Vendors	37 Transactions	
Final Total:				43,485.25	32 Vendors	37 Transactions		

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*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	43,485.25	ROAD AND BRIDGE
All Funds	43,485.25	Total

Approved by,
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3 ROAD AND BRIDGE

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
1	2440 AMBERGJARED 03-310-000-0000-6507		200.00	Boot Allowance		MISCELLANEOUS EXPENSES	N
	2440 AMBERGJARED		200.00		1 Transactions		
2	76720 AUTO VALUE OF REDWOOD FALLS 03-330-000-0000-6503		7.99	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	76720 AUTO VALUE OF REDWOOD FALLS		7.99		1 Transactions		
3	8165 BREEJOAN E 03-330-000-0000-6305		230.00	cleaning		BLDG - REPAIRS & MAINTENANCE	Y
	8165 BREEJOAN E		230.00		1 Transactions		
4	11970 CINTAS CORPORATION 03-330-000-0000-6502		96.96	uniforms		SHOP MATERIALS & SUPPLIES	N
	11970 CINTAS CORPORATION		96.96		1 Transactions		
5	20730 ECOWATER SYSTEMS 03-301-000-0000-6401		34.00	water		OFFICE SUPPLIES	N
	20730 ECOWATER SYSTEMS		34.00		1 Transactions		
6	24584 FASTENAL COMPANY 03-330-000-0000-6503		211.65	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	24594 FASTENAL COMPANY		211.65		1 Transactions		
7	52290 LITTLE FALLS MACHINE 03-330-000-0000-6503		154.12	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	52290 LITTLE FALLS MACHINE		154.12		1 Transactions		
8	55681 MARTHALER AUTOMOTIVE OF REDWOOD I 03-330-000-0000-6306		529.40	repair labor		MAINTENANCE - EQUIPMENT	N
9	03-330-000-0000-6503		735.50	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	55681 MARTHALER AUTOMOTIVE OF REDWOOD I		1,264.90		2 Transactions		
10	56300 MEADOWLAND FARMERS COOP 03-330-000-0000-6502		135.92	shop supplies		SHOP MATERIALS & SUPPLIES	N
	56300 MEADOWLAND FARMERS COOP		135.92		1 Transactions		
11	63540 NORTH CENTRAL INTERNATIONAL INC 03-330-000-0000-6503		69.54	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N

*** Redwood County ***



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3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
63540	NORTH CENTRAL INTERNATIONAL INC		69.54		1 Transactions		
12	69405 PANITZKE/MICHAEL 03-310-000-0000-6507		200.00	boot allowance	1 Transactions	MISCELLANEOUS EXPENSES	N
	69405 PANITZKE/MICHAEL		200.00				
13	71300 PITNEY BOWES GLOBAL 03-301-000-0000-6210		158.55	postage lease	1 Transactions	POSTAGE	N
	71300 PITNEY BOWES GLOBAL		158.55				
14	76169 REDWOOD COUNTY AUD-TREAS 03-310-000-0000-6507		196.64	ditch assessments	1 Transactions	MISCELLANEOUS EXPENSES	N
	76169 REDWOOD COUNTY AUD-TREAS		196.64				
17	79500 RUNNINGS FARM & FLEET 03-310-000-0000-6501		71.98	road repair supplies		ROAD MAINTENANCE SUPPLIES & M	N
15	03-330-000-0000-6502		22.95	shop supplies		SHOP MATERIALS & SUPPLIES	N
16	03-330-000-0000-6503		101.97	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	79500 RUNNINGS FARM & FLEET		196.90		3 Transactions		
18	95300 STATE OF MN DEPT OF PUBLIC SAFETY 03-330-000-0000-6305		25.00	tier II 2023	1 Transactions	BLDG - REPAIRS & MAINTENANCE	N
	95300 STATE OF MN DEPT OF PUBLIC SAFETY		25.00				
19	93110 WIDSETH SMITH NOLTING & ASSOCIATES 03-320-000-0000-6291		47,024.82	consultant fees	1 Transactions	PROFESSIONAL & TECHNICAL SERV	N
	93110 WIDSETH SMITH NOLTING & ASSOCIATES		47,024.82				
20	99290 ZIEGLER INC 03-330-000-0000-6503		190.03	repair parts	1 Transactions	EQUIPMENT REPAIR PARTS & SUPP	N
	99290 ZIEGLER INC		190.03				
3 Fund Total:			50,397.02	ROAD AND BRIDGE		17 Vendors	20 Transactions
Final Total:			50,397.02	17 Vendors		20 Transactions	

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*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

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Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	50,397.02	ROAD AND BRIDGE
All Funds	50,397.02	Total

Approved by,
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REQUEST FOR BOARD ACTION

Requested Board Date:	2/07/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Jeff Bommersbach, Asst Engineer
Approve January Bills		estimated time needed:	5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve RCHD bills presented

Background Information:

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

***** Redwood County *****



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3 ROAD AND BRIDGE

Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Vendor	Name	Rot	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
2	1949 ALPHA WIRELESS COMMUNICATIONS CO 03-301-000-0000-6291		6,349.15	Annual Radio Maint		PROFESSIONAL & TECHNICAL SER	N
	1949 ALPHA WIRELESS COMMUNICATIONS CO		6,349.15		1 Transactions		
4	76720 AUTO VALUE OF REDWOOD FALLS 03-330-000-0000-6502		23.98	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
3	03-330-000-0000-6503		980.52	Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	76720 AUTO VALUE OF REDWOOD FALLS		1,004.50		2 Transactions		
1	4810 AVENU HOLDINGS LLC 03-301-000-0000-6291		6,603.13	New Roads Software Maint		PROFESSIONAL & TECHNICAL SER	Y
	4810 AVENU HOLDINGS LLC		6,603.13		1 Transactions		
5	8165 BREE/JOAN E 03-330-000-0000-6305		690.00	Cleaning Services		BLDG - REPAIRS & MAINTENANCE	Y
	8165 BREE/JOAN E		690.00		1 Transactions		
6	11970 CINTAS CORPORATION 03-330-000-0000-6502		304.68	Shop Materials		SHOP MATERIALS & SUPPLIES	N
	11970 CINTAS CORPORATION		304.68		1 Transactions		
7	13610 CRAGUNS CONFERENCE & GOLF RESORT 03-301-000-0000-6334		712.36	2023 MCEA Conference		LODGING & EXPENSE	N
	13610 CRAGUNS CONFERENCE & GOLF RESORT		712.36		1 Transactions		
8	21500 ELECTRIC MOTOR CO 03-330-000-0000-6503		798.40	Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	21500 ELECTRIC MOTOR CO		798.40		1 Transactions		
9	24583 FARM-RITE EQUIPMENT OF WILLMAR 03-330-000-0000-6503		514.74	Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	24583 FARM-RITE EQUIPMENT OF WILLMAR		514.74		1 Transactions		
10	24594 FASTENAL COMPANY 03-330-000-0000-6502		435.50	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
	24594 FASTENAL COMPANY		435.50		1 Transactions		
11	31990 H & L MESABI 03-330-000-0000-6503		12,432.00	Carbide Edges		EQUIPMENT REPAIR PARTS & SUPP	N

*** Redwood County ***



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

3 ROAD AND BRIDGE

	Vendor	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
11	47700	KLABUNDE ELECTRIC INC 03-330-000-0000-6305	AP		182.70	Replace Fuel Pump Switches		BLDG - REPAIRS & MAINTENANCE	N
	47700	KLABUNDE ELECTRIC INC			182.70	1 Transactions			
12	49985	LASER TRUCK & TRAILER, INC 03-330-000-0000-6306	AP		1,200.00	Repair		MAINTENANCE - EQUIPMENT	N
	49985	LASER TRUCK & TRAILER, INC			1,200.00	1 Transactions			
13	50900	LAVOY'S REPAIR LLC 03-330-000-0000-6306	AP		51.50	Repair		MAINTENANCE - EQUIPMENT	N
	50900	LAVOY'S REPAIR LLC			51.50	1 Transactions			
14	55681	MARTHALER AUTOMOTIVE OF REDWOOD I 03-330-000-0000-6503	AP		181.93	Repair		EQUIPMENT REPAIR PARTS & SUPP	N
	55681	MARTHALER AUTOMOTIVE OF REDWOOD I			181.93	1 Transactions			
15	55697	MATHESON TRI-GAS INC 03-330-000-0000-6502	AP		447.00	Yearly Lease		SHOP MATERIALS & SUPPLIES	N
	55697	MATHESON TRI-GAS INC			447.00	1 Transactions			
16	57390	MN DEPT OF LABOR & INDUSTRY 03-330-000-0000-6305	DTG		10.00	Pressure Vessel		BLDG - REPAIRS & MAINTENANCE	N
	57390	MN DEPT OF LABOR & INDUSTRY			10.00	1 Transactions			
17	57450	MN TRANSPORTATION ALLIANCE 03-301-000-0000-6242	AP		2,700.00	Annual Membership		DUES	N
	57450	MN TRANSPORTATION ALLIANCE			2,700.00	1 Transactions			
18	63540	NORTH CENTRAL INTERNATIONAL INC 03-330-000-0000-6503	AP		917.95	Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	63540	NORTH CENTRAL INTERNATIONAL INC			917.95	1 Transactions			
19	72639	PRODUCTIVITY PLUS ACCOUNT 03-330-000-0000-6503	AP		468.00	Repair		EQUIPMENT REPAIR PARTS & SUPP	N
	72639	PRODUCTIVITY PLUS ACCOUNT			468.00	1 Transactions			
20	83985	SUMMIT FIRE PROTECTION 03-330-000-0000-6305	AP		250.00	Fire Alarm Inspection		BLDG - REPAIRS & MAINTENANCE	N
	83985	SUMMIT FIRE PROTECTION			250.00	1 Transactions			

*** Redwood County ***



IFX
1/25/23 9:14AM
3 ROAD AND BRIDGE

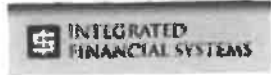
Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
21	93110 WIDSETH SMITH NOLTING & ASSOCIATES 03-320-000-0000-6291	AP	27,105.00	Consutant Engineer		PROFESSIONAL & TECHNICAL SERV	N
	93110 WIDSETH SMITH NOLTING & ASSOCIATES		27,105.00		1 Transactions		
22	99290 ZIEGLER INC 03-330-000-0000-6503	AP	1,608.91	Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	99290 ZIEGLER INC		1,608.91		1 Transactions		
3 Fund Total:			57,286.41	ROAD AND BRIDGE	22 Vendors	22 Transactions	
Final Total:			57,286.41	22 Vendors	22 Transactions		

IFX
1/25/23

9:14AM

*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	3	57,286.41	ROAD AND BRIDGE
All Funds		57,286.41	Total

Approved by,
.....
.....

IFX
 2/1/23 9:28AM
 3 ROAD AND BRIDGE

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
1	2610 AMERICAN ENGINEERING TESTING INC 03-320-000-0000-6291		20,153.00	consultant fees		PROFESSIONAL & TECHNICAL SER	N
	2610 AMERICAN ENGINEERING TESTING INC		20,153.00		1 Transactions		
3 Fund Total:			20,153.00	ROAD AND BRIDGE	1 Vendor	1 Transactions	
Final Total:			20,153.00	1 Vendor	1 Transactions		

IFX
2/1/23

9:28AM

*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	3	20,153.00	ROAD AND BRIDGE	
	All Funds	20,153.00	Total	Approved by,
			
			



REQUEST FOR BOARD ACTION

Requested Board Date:	2/7/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Jeff Bommersbach, Asst Engineer
Approve purchase of M20 sweeper-scrubber		estimated time needed:	5 mins
Board Action:			
<input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve purchase of M20 sweeper-scrubber from Tennant Company in the amount of \$68,132.00 from the State Contract No. 186080 (Release S-871(5)).

Background Information:

The Redwood County Highway Department's shop floor concrete surfacing (23,690 square foot) at the 1820 East Bridge Street location is showing substantial degradation despite floor washings after each snow event. The floor damage is exasperated by the in floor heat activation of the salts, moisture and use of a brine mixture and occasionally straight salt mixtures (rather than a 80/20 sand-salt mix) to thaw ice on high volume roads and on hills in the Minnesota River valley.

To prevent further deterioration, Epoxy Company applied a three part epoxy coating on 4,851 square feet (20% of the shop area) for \$29,108 in October, 2022. We reviewed costs to epoxy the remaining portion of the floor which was estimated at \$94,518, excluding the wash bay and welding area. Epoxy floors still need to be regularly cleaned though, and a full epoxy floor option is not proposed at this time. To facilitate proper and timely floor cleanings during and after snow events and throughout the year, to protect the shop floor investment and delay further concrete degradation, the Highway Department is proposing to purchase the M20 Tennant Scrubber/Sweeper from the State Contract. The estimated manufacturing timeline is 12 months and the unit will be made in Minnesota. The unit will be funded from the Miscellaneous Equipment Budget.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



12/16/2022 1820 East Bridge Highway Shop Floor Condition (un-treated areas)

Quotation

Ship-To
 COUNTY OF REDWOOD
 REDWOOD COUNTY HIGHWAY DEPT
 1820 E BRIDGE ST
 REDWOOD FALLS MN 56283-2792

Customer Number 40188158
 COUNTY OF REDWOOD
 REDWOOD COUNTY HIGHWAY DEPT
 PO Box 6
 REDWOOD FALLS MN 56283-0006

Quotation Number 24856016
Quotation Date 01/25/2023
Valid Until 02/25/2023
PO Number M20 QUOTE

Buyer ROGER POLKOW
Tel 507-430-3602
Delivery Terms
 FOB SHIPPING PT FRT PPD & ADD
Payment Terms
 Net 30 Days
Currency US Dollars

Bill-To
 COUNTY OF REDWOOD
 REDWOOD COUNTY HIGHWAY DEPT
 PO Box 6
 REDWOOD FALLS MN 56283-0006

Qty	Unit	Material	Description	Unit Price	Extended Value
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Notes
 MN STATE CONTRACT # 186080

1	PC	M-M20	M20 SCRUBBER/SWEEPER																																		
<p>Machine Warranty: Parts 36 m/ Labor 24m / Trip 6m/ 2000 hr Reference Number: M20-LP Machine as equipped</p> <table border="0"> <tr> <td>Source Plant</td> <td>3200 Plant</td> </tr> <tr> <td>Trim Level</td> <td>Membrane Panel</td> </tr> <tr> <td>Cleaning Technology</td> <td>Conventional</td> </tr> <tr> <td>Squeegee Material</td> <td>Linatex</td> </tr> <tr> <td>Power Source</td> <td>LPG</td> </tr> <tr> <td>LPG Tank</td> <td>Full</td> </tr> <tr> <td>UL/ETL Rating</td> <td>UL Type LP</td> </tr> <tr> <td>Side Brush Type</td> <td>Scrubbing</td> </tr> <tr> <td>Dust Control System</td> <td>Dry</td> </tr> <tr> <td>Front Tire(s)</td> <td>High Traction</td> </tr> <tr> <td>Rear Tire(s)</td> <td>Solid Rubber</td> </tr> <tr> <td>Cleaning Tool</td> <td>Polypropylene Brush</td> </tr> <tr> <td>Side Cleaning Tool</td> <td>Polypropylene Brush</td> </tr> <tr> <td>Warranty</td> <td>Standard Warranty</td> </tr> <tr> <td>Operator Manual</td> <td>English</td> </tr> <tr> <td>Parts Manual</td> <td>Yes</td> </tr> </table>						Source Plant	3200 Plant	Trim Level	Membrane Panel	Cleaning Technology	Conventional	Squeegee Material	Linatex	Power Source	LPG	LPG Tank	Full	UL/ETL Rating	UL Type LP	Side Brush Type	Scrubbing	Dust Control System	Dry	Front Tire(s)	High Traction	Rear Tire(s)	Solid Rubber	Cleaning Tool	Polypropylene Brush	Side Cleaning Tool	Polypropylene Brush	Warranty	Standard Warranty	Operator Manual	English	Parts Manual	Yes
Source Plant	3200 Plant																																				
Trim Level	Membrane Panel																																				
Cleaning Technology	Conventional																																				
Squeegee Material	Linatex																																				
Power Source	LPG																																				
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Side Cleaning Tool	Polypropylene Brush																																				
Warranty	Standard Warranty																																				
Operator Manual	English																																				
Parts Manual	Yes																																				

Prepared By: Matthew Leneau, Customer Service Representative



Tennant Sales and Service Company
 10400 Clean Street
 Eden Prairie, MN 55344-2650 USA
 Tel: 1-800-553-8033
 Fax: 1-763-513-2142

Quotation

Ship-To
 COUNTY OF REDWOOD
 REDWOOD COUNTY HIGHWAY DEPT
 1820 E BRIDGE ST
 REDWOOD FALLS MN 56283-2792

Customer Number 40188158
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 FOB SHIPPING PT FRT PPD & ADD
Payment Terms
 Net 30 Days
Currency US Dollars

Bill-To
 COUNTY OF REDWOOD
 REDWOOD COUNTY HIGHWAY DEPT
 PO Box 6
 REDWOOD FALLS MN 56283-0006

Qty	Unit	Material	Description	Unit Price	Extended Value
		Packaging	Pad Wrap		
			Price	68,132.00	68,132.00
			Net Value	68,132.00	68,132.00
		Subtotal			68,132.00
		Total			68,132.00



CREATING A CLEANER, SAFER, HEALTHIER WORLD.

EQUIPMENT



M20

INTEGRATED SCRUBBER-SWEEPER

- Outstanding cleaning results in just one pass – wet or dry – with FloorSmart® technology
- Improve productivity with ec-H2O™ or FaST® technology for cleaning up to three times longer than conventional scrubbing methods
- Low cost of ownership from fully-integrated, cost-efficient design

OUTSTANDING CLEANING RESULTS AT A LOW COST OF OWNERSHIP



The first fully-integrated scrubber-sweeper, the M20 is engineered for consistent, industrial-strength cleaning whether scrubbing, sweeping or doing both at once.

DRAMATICALLY LOWER COST OF OWNERSHIP

Without compromising safety or performance, we've reduced the lifecycle cost of ownership for machines that both scrub and sweep. With two brushes instead of four, EasyOpen™ service access, and 14% fewer parts, the M20 is one of the most cost-efficient industrial cleaning machines available.

DURABLE, RELIABLE, LONG-LIFE PRODUCTIVITY

The M20 is not two separate machines bolted together like traditional sweeper-scrubbers. Its integrated design, combined with rugged steel and Duramer™ construction, make it simple to maintain and built-to-last.

SAFE FOR OPERATORS, CUSTOMERS, AND EMPLOYEES

The ErgoSpace™ operator compartment, ec-H2O™ or FaST® technology, Hygenic® tanks and Grip-N-Go™ corner rollers to protect your facility are just a few of the ways the M20 sets a new standard for safety.

COMPARE M20 TO COMPETITIVE SWEEPER-SCRUBBERS



INCREASE SAFETY

- **FaST® Foam Scrubbing Technology** – NFSI certified to increase traction
- **ErgoSpace™** – improves visibility and response time to obstacles
- **Thermo-Sentry™** – preventative fire safety
- **Grip-N-Go™** – Corner rollers to protect your facility and machine
- **Underwriter's Laboratory (UL) Certified**

REDUCED COSTS

- **ec-H2O™ technology** – reduces training, purchasing, storing, handling, mixing tasks and costs associated with floor cleaning chemicals
- **FloorSmart®** – one pass cleaning, wet or dry
- **On-board diagnostics** – quick and easy diagnostics
- **SmartRelease™** – reduces replacement parts due to squeegee damage

MAXIMUM PRODUCTIVITY

- **ES® Extend Scrubbing with detergent metering** – recycles cleaning chemicals to increase uptime
- **Front-wheel steering** – Tight handling, easy maneuvering
- **EasyOpen™** – service access for quick maintenance and maximum uptime
- **Wet/dry synthetic fiber panel filter** – Outstanding dust control, excellent shake-back, and high durability
- **Touch-N-Go™** – Intuitive control panel remembers last settings, reduced training time
- **Hygenic® tanks** – Less downtime, easy access to tanks for cleaning and sanitization
- **Variable Drain Valves™** – Control the flow of water leaving both tanks with less mess

ADDITIONAL EXCLUSIVE TECHNOLOGIES

All technologies increase scrub time up to three times using a single tank of water.



ec-H2O technology electrically converts water into an innovative cleaning solution that cleans effectively, saves money, improves safety, and reduces environmental impact* compared to daily cleaning floor chemicals and methods.



FaST Foam Scrubbing Technology uses up to 70% less water and 90% less chemicals to improve floor traction as certified by NFSI, helping reduce the risk of slip and fall accidents.

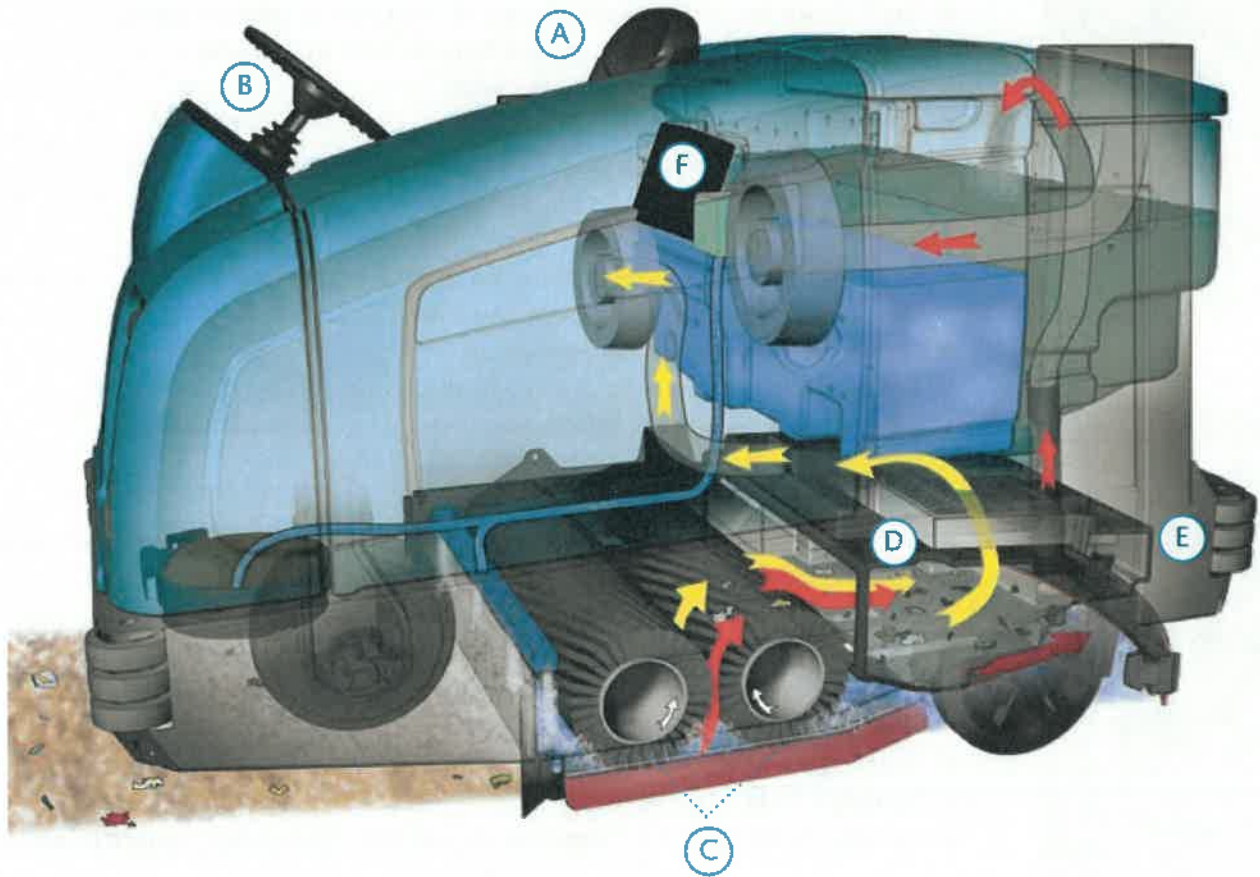


ES Extended Scrubbing productivity enhancement system recycles cleaning chemicals to increase uptime and improve productivity by scrubbing floors using 66% less chemicals than traditional cleaning methods.

* Based on a study by EcoForm™. Visit www.tennantco.com for more information.

INSIDE THE

M20



A Ergonomically friendly for operators, the ErgoSpace™ operator compartment makes cleaning with the M20 safe, easy, and comfortable.

B Reduce training and simplify operation with the Touch-N-Go™ control panel featuring 1-STEP™ scrubbing and sweeping.

C Improve cleaning results and reduce component wear with FloorSmart® – an integrated scrubbing and sweeping system.

D Excellent dust control, shakeback, and high durability from the synthetic panel filter with InstantAccess™.

E Long-life construction from heavy gauge steel frame with T-beam members and Grip-N-Go™ corner rollers.

F Reduce environmental impact* with ec-H2O™ or FaST® technology.

* Based on a study by EcoForm™. Visit www.tennantco.com for more information.

COST-EFFICIENT. PRODUCTIVE. SAFE.

- ▶ EasyOpen™ service access reduces downtime, service time and maintenance costs, delivering a dramatically lower total cost of ownership.
- ▶ Cleaning productivity is increased with a large 3.9 ft³ / 110 liter, 390 lb / 177 kg debris hopper with 60 in / 1,520 mm variable dump height.
- ▶ The ErgoSpace™ operator compartment offers outstanding visibility, safety and ergonomics to protect operators, the machine and your facility.



KEY AVAILABLE FEATURES

Increase productivity up to 3 hours. Ideal for more porous concrete, and ES® Extended Scrubbing filters and recycles recovered solution – dramatically extending cleaning time.

Widen cleaning path from 40 up to 56 inches / 1,020 to 1,420 mm. Expand edge-cleaning capabilities and maximize productivity with the optional side brush.

Boost your cleaning flexibility. Spot clean hard-to-reach areas with the 15 ft / 5 m spray hose.

Protect operator and machine. Ensure safety in severe environments with an overhead guard.



ENVIRONMENTAL STEWARDSHIP



ec-H2O™ and FaST® technologies are NFSI (National Floor Safety Institute) Certified. NFSI certified products must pass a 2-phase wet slip resistance process and have been shown to reduce the potential for slip-and-fall accidents.



ec-H2O and FaST technologies are registered by NSF International. NSF International is an independent, not-for-profit organization that ensures formulation and labels on these products meet appropriate food safety regulations.



ec-H2O and FaST technologies may contribute to LEED or LEED-EBOM (Existing Building: Operations & Maintenance) points, provided other appropriate criteria are met. For more information on obtaining LEED points, please contact your sales rep or refer to the USGBC website at: www.usgbc.org.



FaST is a Green Seal (GS-37) Certified Detergent. Green Seal evaluates and certifies cleaning products based on criteria such as the toxicity of the product, skin and eye irritation, skin sensitization, combustibility, toxicity to aquatic life, and packaging.



Conserve Resources



Reduce Detergents



Increase Safety



Improve Air Quality



Reduce Noise

Choose GE Capital or U.S. Bancorp, our leasing providers, for simple, quick financing with flexible upgrade options.

M20 RIDER SCRUBBER-SWEEPER

INTEGRATED CLEANING SYSTEM

Cleaning path	40 in / 1,020 mm
With scrubbing side brush	54 in / 1,370 mm
With sweeping side brush	56 in / 1,420 mm
Cylindrical main brushes	
Brush speed	480 rpm
Brush down pressure (up to)	390 lb / 177 kg
Brush diameter (2)	12 in / 300 mm
Side brush	
Brush speed	150 rpm
Scrubbing brush diameter	16 in / 410 mm
Sweeping brush diameter	21 in / 530 mm
Tanks	
Solution tank	56 gal / 212 L
Solution capacity with ES®	74 gal / 280 L
Recovery tank	73 gal / 276 L
Demisting chamber	16 gal / 61 L
Debris hopper	
Volume capacity	3.9 ft³ / 110 L
Weight capacity	390 lb / 177 kg
Dump height (variable to)	60 in / 1,520 mm
Vacuum fans	
Scrubbing fan speed	11,000 rpm
Scrubbing fan water lift	35 in / 890 mm
Sweeping fan speed	6,500 rpm / 6,500 rpm
Sweeping fan airflow	290 cfm / 8.2 m³/min

PROPELLING SYSTEM

Propel speed forward (variable to)	8.0 mph / 13 km/h
Propel speed reverse (variable to)	3.0 mph / 4.8 km/h
Engine-gasoline/LPG (2.0 L)	50 hp / 37.2 kW
Engine-diesel (1.5 L)	24.8 hp / 19 kW
Gradeability	
Transport at gross weight	10.0° / 18%
Working (cleaning)	8.0° / 14%
Ground clearance (transport)	3 in / 80 mm

DUST CONTROL SYSTEM

Filter system	Synthetic fiber panel
Filter area	78 ft² / 7.3 m²
Dust filtration (to)	3 microns
Shaker mechanism (automatic)	Timed, beater bar

MACHINE SPECIFICATIONS

Length	95 in / 2,410 mm
Width	
Frame	50 in / 1,270 mm
Rear squeegee	51 in / 1,300 mm
With side brush	58 in / 1,470 mm
Height	58 in / 1,470 mm
With overhead guard	83.5 in / 2,120 mm
Weight (empty)	3,300 lb / 1,497 kg
Minimum aisle turn	110 in / 2,790 mm

WARRANTY

See your local representative for warranty information.
Specifications subject to change without notice.

SEEING IS BELIEVING

For a demonstration or additional information, call +1.800.553.8033 or email info@tenantco.com

Tennant
701 North Lilac Drive
Minneapolis, MN 55422 USA

USA/Canada: +1.800.553.8033
Quebec: +1.800.361.9050
Overseas: +1.763.540.1315

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: S-871(5)

DATE: DECEMBER 10, 2021

PRODUCT/SERVICE: INDUSTRIAL SWEEPERS, SWEEPER-SCRUBBERS AND SCRUBBERS

CONTRACT PERIOD: DECEMBER 1, 2020, THROUGH NOVEMBER 30, 2022

EXTENSION OPTIONS: UP TO 36 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): JACK MOORE

PHONE: 651.201.2427 E-MAIL: jack.moore@state.mn.us WEB SITE: www.mmd.admin.state.mn.us

NOTIFICATION OF MULTIPLE AWARDS

This release contains multiple awards for similar or like items. State agencies and CPV members should review and compare all multiple award Contract Vendors in order to ensure the best value for their potential purchase. Factors such as, but not limited to, cost, equipment warranty terms, vendor location, delivery lead times, available substitutes, selected options and current fleet and equipment or parts inventory levels all may contribute to the total cost/value of an individual purchase. Multiple vendors may be able to satisfy the requirements of the purchaser and therefore it is important for the purchaser to review all Contracts and Contract prices before executing an order.

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY ARO</u>
IMPERIAL BAG & PAPER CO. DBA DALCO ENTERPRISES, INC. NEW BRIGHTON 300 5 TH AVE NW NEW BRIGHTON, MN 55112	198172	NET 30	1 TO 7 DAYS STOCK 10 DAY MINIMUM FOR SPECIAL

VENDOR NO: 0001092233-001

ANN FLOR
CUSTOMER SERVICE
OFFICE: 800.950.1975 | EMAIL: ORDERS@DALCOONLINE.COM

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY ARO</u>
NILFISK, INC 9435 WINNETKA AVE BROOKLYN PARK, MN 55445	186089	NET 30	25 TO 45 DAYS

VENDOR NO: 0000192697-001

TINA BARTHEL
GOVERNMENT CUSTOMER SERVICE
PHONE: 763.745.3762 | FAX: 800.369.0458 | EMAIL: GOVERNMENTSALLES@NILFISK.COM

Contract Release: S-871(5)

NILFISK DISTRIBUTOR #1

FAIRCHILD EQUIPMENT

ADDRESS: 15735 Central Ave NE, Ham Lake, MN 55304

CONTACT: Dough Larsen

PHONE: 612.819.5032 | **FAX:** 763.434.8328 | **EMAIL:** DOUG.LARSEN@FAIRCHILDEQUIPMENT.COM

VENDOR NO: 0000796238-001

NILFISK DISTRIBUTOR #2

FORKLIFTS OF MN

ADDRESS: 2201 W 94TH S, Bloomington, MN 55431

VENDOR NO: 0000201993-001

CONTACT: Gary Ridout

PHONE: 952.887.5400 | **FAX:** 763.434.8328 | **EMAIL:** GRIDOUT@FORKLIFTSOFMN.COM

*Purchase orders can encumber under Nilfisk, Inc., Fairchild Equipment, or Forklifts of MN. SWIFT users encumbering under an alternate distributor, should enter the proper vendor number to make the PO process correctly.

CONTRACT VENDOR

TENNANT SALES & SERVICE CO

701 N LILAC DR

PO BOX 1452

MPLS, MN 55440

CONTRACT NO.

186080

TERMS

NET 30

DELIVERY ARO

4 TO 11 WEEKS

VENDOR NO: 0000236980-001

Garret Olson

GOVERNMENT CONTRACTS AND BIDS ADMINISTRATOR

PHONE: 800.553.8033 | **EMAIL:** CSDISTRIBUTION@TENNANTCO.COM

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

HOW TO USE THIS MASTER CONTRACT

Step 1: Request a Quote

Request a quote from one of the Contract Vendors listed on this Contract Release. **Note that you should not request a quote from a Contract Vendor whose contract is not fully executed or on a contract that is expired.**

At a minimum the quote must include:

1. Contract vendor's name.
2. Name of contract vendor's representative providing the quote.
3. Date of quote.
4. State Contract number.
5. Description of the Contract product(s) or item(s) being provided. List Price, % off List Price, Individual Price, quantity and the agreed upon ARO.
6. Detailed description of the products that will be order and the title of the person accepted the order. Price per product ordered and state the agreed upon ARO per order.
7. Total price for all products/items quoted.

Step 2: The Ordering Entity is to verify the quote to confirm contract pricing and that the After Receipt of Order (ARO), offered meets the business need.

The following information explains the methods for calculating and/or confirming the contract prices.

The Contract(s) pricing structure is a PERCENTAGE DISCOUNT OFF OF LIST PRICE. To calculate the Contract Price, follow the three steps detailed below.

1. Locate the appropriate price list below.
2. Calculate the Contract Price by applying the Percentage Discount Off Of the Appropriate List Price to the appropriate Price List.
3. Confirm the price offered is equal to, or lower than, the price calculated in Item 2.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and revised by the contract vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing an invoice, inspect the products received to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed on the first page of this Contract Release to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

Step 3: Establish a Purchase Order.

Once the ordering plan has been approved, a purchase order (PO) may be issue before any products is shipped by the Contract Vendor.

State agencies issuing purchase orders should use a Contract Release Order (CRO) or a Blanket Purchase Order (BPC).

Step 4: Paying the final Invoice

Before issuing payment on an invoice, the Ordering Entity must inspect the contract products to ensure they match both the terms and pricing on the contract. Only accept invoices from Contract Vendors that itemized contract products and delivery charges as stated in the Special Terms. Lump sum prices must be rejected and reworked by the Contract Vendor to show itemized State contract pricing. The invoice must include enough detail for the Ordering Entity to verify that the products were delivered on the invoice have been provided.

NOTE: At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

END OF HOW TO USE THIS MASTER CONTRACT INSTRUCTIONS

SPECIAL TERMS AND CONDITIONS

1. **SCOPE.** The purpose of this contract is to provide Industrial Sweepers, Sweeper-Scrubbers and Scrubbers, which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) members, on an as needed basis.
2. **RIGHT TO ADD.** During the term of the contract, the State reserves the right to add additional equipment and accessories, upon mutual agreement between the State and the Contractor(s) through a duly executed amendment to the contract.
3. **DELIVERY LEAD TIME.** Order lead times will be ten (10) days after receipt of order unless a mutually agreed alternate delivery date is agreed by the Contractor and the Customer.
4. **DELIVERY REQUIREMENTS.** The Contractor must notify the receiving agency at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on State holidays, Saturday or Sunday or after 4:00 p.m. on weekdays without prior approval by the agency to which the equipment is being delivered. State Holidays are: New Year, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. The Contractor must confirm delivery locations and requirements with the Customer. Prior to delivery, the Contractor is responsible for confirming with the Customer that the delivery location will accommodate unloading the equipment.
5. **RETURNED PARTS.** During the Contract term, the Contractor shall accept unused returned parts that satisfy certain conditions. Parts must be returned within 60 days of Customer receipt. Returned parts must be unused, in the original container and original packaging and without container markups. The Contractor may accept parts returned in soiled, damaged or missing containers and may charge a fee not to exceed 10 percent of the original purchase price of the part.
 - 5.1 When the Customer orders the wrong part(s) in error, the part(s) the Contractor shall accept the return of those parts. A full refund shall be issued to the Customer for the original purchase price without any charges or fees. The return shipping cost will be borne by the Contractor.
 - 5.2 When the Customer orders the wrong part(s) in error, the part(s) shall be returned unused, in the original container and original packaging and without container markups. The Contractor shall accept the returned parts that were ordered in error and issue a credit (or refund) to the Customer for the original purchase price. The Contractor may charge the Customer for OEM imposed returned part restocking fees at cost. The OEM restocking fee charged to a Customer by the Contractor is limited to OEM imposed restocking fees for OEM special orders. The return shipping cost from the Customer to the Contractor shall be borne by the Customer.
6. **BILLING REQUIREMENTS.** The Contractor must submit separate detailed invoices for each purchase order to the "bill-to" address as shown on the purchase order. If requested, the Contractor must submit one copy of the original purchase order issued from the State agency or CPV member and one copy of the final invoice for each transaction against the Contract to the Acquisition Management Specialist/Buyer. The invoice must be itemized per the detail in the Manufacturer's Vendor Price Schedule that is submitted with the RFP. The State intends that the final invoice is generated only after the equipment has been delivered, inspected, approved and accepted.
7. **INTEREST RATE ON UNPAID BALANCE.** The Contractor may not charge interest on unpaid balances over and above what is allowed in State law. The Contractor may not calculate additional interest into the price offered for the equipment to cover expenses on unpaid balances.

EQUIPMENT SALES LITERATURE. Upon request by a State or CPV member, the Contractor shall provide equipment sales literature at no cost to the requestor. Equipment sales literature should include items such as, but not limited to, product information, product functionality, and operation instructions. A link to the manufacturer's website that includes technical data must be provided and should be included with the response to the Solicitation.

ALL EQUIPMENT OFFERED SHOULD BE AVAILABLE DURING THE INITIAL TERM OF THE CONTRACT. IF THE MANUFACTURER DISCONTINUES A MODEL NUMBER DURING THE INITIAL TERM OF THE CONTRACT, THE CONTRACTOR MUST NOTIFY THE ACQUISITION MANAGEMENT SPECIALIST (AMS) IMMEDIATELY.

IF APPLICABLE, THE CONTRACTOR MAY REQUEST TO HAVE THE MANUFACTURER'S REPLACEMENT MODEL NUMBER SUPERSEDE THE CONTRACTED MODEL NUMBER. THE CONTRACTOR MUST PROVIDE WRITTEN DOCUMENTATION FROM THE MANUFACTURER VERIFYING BOTH THE DISCONTINUED AND REPLACEMENT MODEL NUMBERS. THE REPLACEMENT MODEL NUMBER MUST MEET THE ORIGINAL SPECIFICATION AND MUST BE THE SAME PRICE AS ORIGINALLY CONTRACTED, UNLESS OTHERWISE AGREED TO BY THE AMS THROUGH A FULLY EXECUTED AMENDMENT.

NO REPLACEMENT MODELS WILL BE ALLOWED UNLESS CONFIRMED IN WRITING BY THE AMS THROUGH A FULLY EXECUTED AMENDMENT. THE STATE IS UNDER NO OBLIGATION TO ACCEPT A REPLACEMENT MODEL.

DO NOT OFFER EQUIPMENT OR OPTIONS BEYOND THE SCOPE OF THIS SOLICITATION. IF THE CONTRACTOR SUBMITS EQUIPMENT OR OPTIONS THAT DO NOT MEET THE SPECIFICATIONS AS OUTLINED OR ARE BEYOND THE SCOPE OF THIS SOLICITATION, THE STATE RESERVES THE RIGHT TO REJECT ALL OR PART OF THE OFFER. ALL EQUIPMENT AND/OR OPTIONS OFFERED BY THE CONTRACTOR THAT IS BEYOND THE SCOPE OF THIS SOLICITATION OR DOES NOT MEET THE SPECIFICATIONS AS OUTLINED, IS HEREBY REJECTED AND WILL NOT BE INCLUDED IN ANY CONTRACT RESULTING FROM THIS SOLICITATION.

- 8. EQUIPMENT ORIENTATION.** The cost of the equipment must include orientation to the end user that will familiarize the end user on how the vehicle will operate, the mounting and removal of accessories and/or options and all operating and safety instruction. The orientation is normally provided where the Customer takes possession. Orientation for drop shipped goods may be accomplished via video or via other Customer approved media.

For TENNANT CONTRACT NO. 186080 ONLY:

The cost of the equipment must include orientation to the end user that will familiarize the end user on how the vehicle will operate, the mounting and removal of accessories and/or options and all operating and safety instruction. Orientation is to be conducted via video or another means of remote communication unless otherwise approved in writing by the Office of State Procurement. Unless otherwise mutually agreed in writing between the Contractor and the Customer, orientation is to occur within 5 calendar days of receipt and acceptance of the product by the Customer

- 9. NEW EQUIPMENT FOR RENT PROGRAM.** If the Contractor offered new equipment for rent and if the equipment is the same make and model on contract. The Contractor agrees to accept a State agency or CPV member purchase order and will not require the State agency or CPV member to sign a rental agreement. The Contractor retains the title of the equipment during the rental term. The Contractor will provide the Customer with the make, model and VIN number and equipment replacement value prior to delivery. State agencies will provide the Contractor with proof of property insurance on the equipment during the rental term. CPV members should follow their local requirements for property insurance on un-owned equipment.

If approved by the Contractor, the routine and daily maintenance will be performed by the Customer as defined and required according to the Original Equipment Operator's (OEM) manual, as long as doing so does not void the OEM's warranty. Oil and lube changes will be accomplished by the Customer at the required intervals as stated in the OEM manual. All oil and filters must be provided by the Contractor during the rental term. If the Contractor does not approve the Customer for routine and daily maintenance, the Contractor must make the arrangements and bear all costs for the routine and daily maintenance including any equipment moves from or to the Customer location. **The Customer will not be responsible and will not pay any rental costs when the equipment is non-operational or away from their site for repairs or routine maintenance.**

During the rental term, any warranty repairs needed due to OEM warranty requirements or equipment failures will be the responsibility of the Contractor including all transportation and costs. The location of where the repairs will occur will be mutually agreed by the Customer and the Contractor.

If the Customer damages the equipment through negligence, the Customer will be responsible for the repairs. The location of where the repairs will occur will be mutually agreed by the Customer and the Contractor. The Customer will only be responsible for actual, verifiable repair costs.

If mutually agreed, the rental term may exceed the term of the Contract providing the purchase order is issued, and the rental term begins, prior to the end of the Contract term. The rental term cannot go past the State Fiscal Year end date (June 30th) after the Contract term has ended. If the Customer desires to purchase the rental equipment, it must be purchased prior to the end of the term of the Contract.

The Contractor will pay all costs associated with replacing or swapping out the equipment.

10. PURCHASE OF RENTED EQUIPMENT. If there are options for the Customer to purchase rented equipment after the equipment has been received and rented, then the final equipment price will be based on the number of engine hours, or miles prior to delivery to the Customer. New rented equipment is defined as rented equipment with zero hours, or miles prior to the delivery to the Customer. Used rental or demo equipment is defined as rental or demo equipment with registered engine hours or miles prior to delivery to the Customer.

10.1 PURCHASE NEW RENTED EQUIPMENT. New rented equipment is defined as new equipment with zero engine hours, or miles prior to the delivery to the Customer and rented by the Customer prior to purchase. If there is an option to purchase new rental equipment, and if included on the Price Schedule, the Contractor will indicate the percentage of the rental price paid to be applied to the final purchase price. This percent will be deducted from the contracted price for the equipment.

The Contractor must list on the Price Schedule if additional interest and finance charges would be added to the purchase price for the rental period only so the Customer can determine if it desires to purchase the rental equipment. If this includes a finance charge, the percent must be indicated on the Price Schedule. If the Prime Interest Rate is also used as a calculator in the formula for calculation, it may only be the average Prime Interest Rate for the rental term only. The Contractor must provide any documentation requested to substantiate the Prime Interest Rate being charged.

11. RENTAL RETURN OR DEMO EQUIPMENT FOR SALE. During the term of the Contract, if a Contractor owned rental return or demo equipment and it becomes available for purchase and the equipment is currently on contract, the equipment may be purchased by the Customer.

The remaining manufacturer's warranty shall be transferred to the new owner. The Contractor should consider all associated costs involved if the rental or demo owned equipment is purchased and no additional interest or finance charges will be allowed if purchase occurs. The final equipment price will be based on the price deduction per used hour or mile offered from the current State Contract base price.

If extended warranty options are available for rental or demo equipment sales, the Contractor should list the options and costs on the Price Schedule under "Options." The price should include all associated costs and indicate the number of years, miles or hours the extended warranty term covers.

Used equipment that has been purchased by a Contractor Customer, whether the purchase was made under the Contract or not and has been returned to the Contractor is not part of this Solicitation and may not be offered. Customers must acquire used equipment according to their local purchasing requirements.

12. SHIPPING REQUIREMENTS. All shipments are to be FOB Destination. All applicable freight costs shall be included in the price of the product unless a "Price per Loaded Mile" line-item price is available on a Contract Vendor's price schedule."

13. MISCELLANEOUS ITEMS. State agencies may purchase incidental miscellaneous parts, accessories and labor that are not listed on the Price Schedule but are directly related to a specific item(s) included on the Contract. The total cost for these miscellaneous items may not exceed \$5,000.00 for an individual purchase order. If the Customer's entity requires a lower threshold for competitive bidding other than \$5,000.00, they must follow their local entity's requirements. Any purchase order must be issued to the Contractor.

<u>SWIFT LINE #</u>	<u>PRODUCT OR SERVICE</u>	<u>UNIT OF MEASURE</u>	<u>UNSPSC CODE</u>
1.	Floor Machines & Accessories	EA = Each; 2 = Mile; LO = Lot; YR = Year	47121600

AWARDED MAKES, MODELS, & CONTRACT VENDORS

The following brands and models are available on this Contract Release. Detailed Pricing information is available on the MnDOT web page <http://www.dot.state.mn.us/maintenance/equipment/contracts/contracts.html>

**IMPERIAL BAG & PAPER CO. DBA DALCO ENTERPRISES, INC PRICE SCHEDULE
CONTRACT NO. 198172**

Sweeper

<u>Make & Model</u>	<u>Contractor</u>
Tennant 6100B Rider	Dalco Enterprises, Inc
Tennant 6100E Rider	Dalco Enterprises, Inc
Tennant 3640E Walk-Behind	Dalco Enterprises, Inc
Tennant S5 Battery Walk-Behind	Dalco Enterprises, Inc
IPC Eagle 512ET140 Walk-Behind	Dalco Enterprises, Inc
Minuteman Max Ride MR20SWQP Ride-On	Dalco Enterprises, Inc

Sweeper/Scrubber

<u>Make & Model</u>	<u>Contractor</u>
Tennant T16-910-D Rider	Dalco Enterprises, Inc
Tennant T16-910-C Rider	Dalco Enterprises, Inc

Scrubber

<u>Make & Model</u>	<u>Contractor</u>
Tennant T12-D Rider	Dalco Enterprises, Inc
Tennant T12-C Rider	Dalco Enterprises, Inc
Tennant MV-T7-0051 Rider	Dalco Enterprises, Inc
Tennant MV-T7-0052 Rider	Dalco Enterprises, Inc
Tennant MV-T7-0053 Rider	Dalco Enterprises, Inc
Tennant T7-650-D Rider	Dalco Enterprises, Inc
Tennant T7-800-D Rider	Dalco Enterprises, Inc
Tennant MV-T500-0001 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T500-0006 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T500-0007 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T500E-0003 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T500E-0004 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T500E-0005 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-SS500-0001 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-SS500-0002 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-SS500-0003 Walk-Behind	Dalco Enterprises, Inc
Tennant T500-650-D Walk-Behind	Dalco Enterprises, Inc
Tennant T500-700-D Walk-Behind	Dalco Enterprises, Inc

Make & Model	Contractor
Tennant T500-800-D Walk-Behind	Dalco Enterprises, Inc
Tennant T500-700-C Walk-Behind	Dalco Enterprises, Inc
Tennant T500-700-O Walk -Behind	Dalco Enterprises, Inc
Tennant MV-T350-0007 Stand-Behind	Dalco Enterprises, Inc
Tennant MV-T350-0010 Stand-Behind	Dalco Enterprises, Inc
Tennant MV-T350-0011 Stand-Behind	Dalco Enterprises, Inc
Tennant T350-500-D Stand-Behind	Dalco Enterprises, Inc
Tennant T350-600-D Stand-Behind	Dalco Enterprises, Inc
Tennant MV-T300-0078 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300-0067 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300-0068 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300-0070 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300-0007 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300-0072 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300-0009 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300-0073 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300-0074 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300-0075 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-SS300-0016 Walk-Behind	Dalco Enterprises, Inc
Tennant SS300-500-D Walk Behind	Dalco Enterprises, Inc
Tennant SS300-600-D Walk Behind	Dalco Enterprises, Inc
Tennant MV-T300-0012 Walk-Behind	Dalco Enterprises, Inc
Tennant T300-500-D Walk-Behind	Dalco Enterprises, Inc
Tennant T300-500-O Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300e-0044 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300e-0004 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300e-0045 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300e-0046 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300e-0047 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300e-0008 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300e-0009 Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T300e-0048 Walk-Behind	Dalco Enterprises, Inc
Tennant T300e-500-D Walk-Behind	Dalco Enterprises, Inc
Tennant T300e-600-D Walk-Behind	Dalco Enterprises, Inc
Tennant T600-700-D Walk-Behind	Dalco Enterprises, Inc
Tennant T600-800-D Walk-Behind	Dalco Enterprises, Inc
Tennant T600-800-C Walk-Behind	Dalco Enterprises, Inc
Tennant T600e-700-D Walk-Behind	Dalco Enterprises, Inc
Tennant T600e-800-D Walk-Behind	Dalco Enterprises, Inc
Tennant MV-T600E-0002	Dalco Enterprises, Inc
Tennant MV-T600E-0003	Dalco Enterprises, Inc
Tennant TNT I-Mop XXL Walk-Behind	Dalco Enterprises, Inc
Tennant TNT Autoscrubber 130	Dalco Enterprises, Inc

Make & Model	Contractor
Tennant TNT T7AMR-650-D Robotic	Dalco Enterprises, Inc
Tennant TNT T380AMR-500-D Robotic	Dalco Enterprises, Inc
NaceCare TTV678 Ride On	Dalco Enterprises, Inc

Scrubber

Make & Model	Contractor
Karcher B 80 W Bp	Minnesota Equipment
Karcher B 80/100 W BP Classic	Minnesota Equipment
Karcher Chariot 3 iScrub 26	Minnesota Equipment
Karcher Chariot 3 iScrub 26SP	Minnesota Equipment
Karcher B 40 C/W BP	Minnesota Equipment
Karcher BD 50/50 C Classic BP	Minnesota Equipment
Karcher B 60 W BP	Minnesota Equipment
Karcher BD 50/70 R BP	Minnesota Equipment
Karcher B 90 R Adv BP	Minnesota Equipment
Karcher B 150 R BP	Minnesota Equipment
Karcher B 250 R	Minnesota Equipment

NILFISK, INC. PRICE SCHEDULE CONTRACT NO. 186089

Sweeper

Make & Model	Contractor
Advance Terra 28B Walk-Behind	Nilfisk, Inc.
Advance Terra 900 Walk-Behind	Nilfisk, Inc.
Advance Terra 4300B Rider	Nilfisk, Inc.
Advance SW4000 Rider	Nilfisk, Inc.
Advance SW5500 Rider	Nilfisk, Inc.
Advance Proterra Rider	Nilfisk, Inc.
Advance SW8000 Rider	Nilfisk, Inc.
Clarke BSW28 Walk-Behind	Nilfisk, Inc

Sweeper/Scrubber

Make & Model	Contractor
Advance CS7010 Rider (LPG, D, G, Battery)	Nilisk, Inc.
Advance 7765 Rider	Nilisk, Inc.

Scrubber

Make & Model	Contractor
Advance SC500 X20D Walk-Behind	Nilfisk, Inc
Advance Adfinity X20C Walk-Behind	Nilfisk, Inc

Make & Model	Contractor
Advance SC 750 ST Walk-Behind	Nilfisk, Inc
Advance SC 800 CYL with Eco Flex Walk Behind 28"	Nilfisk, Inc
Advance SC 800 CYL Walk Behind 28"	Nilfisk, Inc
Advance SC 800 Disc with EcoFlex Walk-Behind 28"	Nilfisk, Inc
Advance SC 800 Disc Walk-Behind 28"	Nilfisk, Inc
Advance SC 800 Disc with EcoFlex Walk-Behind 34"	Nilfisk, Inc
Advance SC800/SC 800ST Disc Walk-Behind	Nilfisk, Inc
Advance SC901 Walk-Behind	Nilfisk, Inc
Advance SC1500 Stand On	Nilfisk, Inc
Advance Advenger Rider	Nilfisk, Inc
Advance Adgressor Rider	Nilfisk, Inc
Advance SC6000 CYL with EcoFlex 36" Rider	Nilfisk, Inc
Advance SC6000 CYL 36" Rider	Nilfisk, Inc
Advance SC6000 Disc with EcoFlex 34" Rider	Nilfisk, Inc
Advance SC6000 Disc 34" Rider	Nilfisk, Inc
Advance SC6000 Disc with EcoFlex 40" Rider	Nilfisk, Inc
Advance SC6000 Disc 40" Rider	Nilfisk, Inc
Advance SC6500 Rider	Nilfisk, Inc
Advance SC8000 Rider	Nilfisk, Inc

**TENNANT SALES & SERVICE CO. PRICE SCHEDULE
CONTRACT NO. 186080**

Sweeper

Make & Model	Contractor
Tennant 800D Rider	Tennant Sales & Service
Tennant 800G LP Rider	Tennant Sales & Service
Tennant 3640E Walk-Behind	Tennant Sales & Service
Tennant S10 B Walk-Behind	Tennant Sales & Service
Tennant S16L Rider	Tennant Sales & Service
Tennant S16H Rider	Tennant Sales & Service
Tennant S20D Rider	Tennant Sales & Service
Tennant S20LP Rider	Tennant Sales & Service
Tennant S20G Rider	Tennant Sales & Service
Tennant S30G Rider	Tennant Sales & Service
Tennant S30D Rider	Tennant Sales & Service
Tennant S30D LP Rider	Tennant Sales & Service

Sweeper-Scrubber

Make & Model	Contractor
Tennant M17 Rider	Tennant Sales & Service
Tennant M20D Rider	Tennant Sales & Service

Make & Model	Contractor
Tennant M20G Rider	Tennant Sales & Service
Tennant M20LP Rider	Tennant Sales & Service
Tennant M30D Rider	Tennant Sales & Service
Tennant M30G Rider	Tennant Sales & Service
Tennant M30LP Rider	Tennant Sales & Service

REVISIONS:

- 12/01/21 Amendment No. 1 executed with Dalco Enterprises, Contract No. 198172, to extend the Contract through November 30, 2022 and incorporate an updated Price Schedule reflecting an average 7% price increase. Amendment No. 1 executed with Nilfisk, Inc., Contract No. 186089 to extend the Contract through November 30, 2022 and incorporate an updated Price Schedule reflecting 7% price increase. AMS change from Kathryn Kemerley to Jack Moore.
- 12/10/21 Amendment No. 2 with Nilfisk, Inc., Contract No. 186089 to correct pricing on tab 3.0Sweeper-Scrubber CS7010 – part #56511775.
- 12/10/21 Amendment No. 1 executed with Tennant Sales Contract, No. 186080, to extend the Contract through November 30, 2022 and incorporate an updated Price Schedule reflecting 7% price increase

Scrubber

<u>Make & Model</u>	<u>Contractor</u>
Tennant T20G Rider	Tennant Sales & Service
Tennant T20LP Rider	Tennant Sales & Service
Tennant T20D Rider	Tennant Sales & Service
Tennant T16 Rider	Tennant Sales & Service
Tennant T17 Rider	Tennant Sales & Service
Tennant T12 Rider	Tennant Sales & Service
Tennant T12 XP Rider	Tennant Sales & Service
Tennant T300-430-D Walk-Behind	Tennant Sales & Service
Tennant T300-500-D Walk-Behind	Tennant Sales & Service
Tennant T300-600-D Walk-Behind	Tennant Sales & Service
Tennant T300-500-O Walk-Behind	Tennant Sales & Service
Tennant T300e-430-D Walk-Behind	Tennant Sales & Service
Tennant T300e-500-D Walk-Behind	Tennant Sales & Service
Tennant T300e-600-D Walk-Behind	Tennant Sales & Service
Tennant T300e-500-O Walk-Behind	Tennant Sales & Service
Tennant T500-650-D Walk-Behind	Tennant Sales & Service
Tennant T500-700-D Walk-Behind	Tennant Sales & Service
Tennant T500-800-D Walk-Behind	Tennant Sales & Service
Tennant T500-700-C Walk-Behind	Tennant Sales & Service
Tennant T500-700-O Walk-Behind	Tennant Sales & Service
Tennant T500e-650-D Walk-Behind	Tennant Sales & Service
Tennant T500e-700-D Walk-Behind	Tennant Sales & Service
Tennant T500e-800-D Walk-Behind	Tennant Sales & Service
Tennant T500e-700-C Walk-Behind	Tennant Sales & Service
Tennant T500e-700-O Walk-Behind	Tennant Sales & Service
Tennant T600-700D Walk-Behind	Tennant Sales & Service
Tennant T600-800D Walk-Behind	Tennant Sales & Service
Tennant T600-900D Walk-Behind	Tennant Sales & Service
Tennant T600-700C Walk-Behind	Tennant Sales & Service
Tennant T600-800C Walk-Behind	Tennant Sales & Service
Tennant T600-700O Walk-Behind	Tennant Sales & Service
Tennant T600e-700D Walk-Behind	Tennant Sales & Service
Tennant T600e-800D Walk-Behind	Tennant Sales & Service
Tennant T600e-900D Walk-Behind	Tennant Sales & Service
Tennant T600e-700C Walk-Behind	Tennant Sales & Service
Tennant T600e-800C Walk-Behind	Tennant Sales & Service
Tennant T600e-700O Walk-Behind	Tennant Sales & Service

Contract Release: S-871(5)

REVISIONS.

- 10.20.2021 Amendment No. 1 executed with Alden Equipment, Inc., Contract No. 186282 to end the Contract on October 14, 2021.
- 08.10.2021 Dalco Contract 186085 has been assigned to Contract 198172 due to Dalco name change to Imperial Bag & Paper Co. LLC dba Dalco Enterprises, Inc. JAC.
- 12.11.2020 Dalco Enterprises, Inc Contracts No. 186085, Minnesota Equipment, Inc. No. 186087 and Alden Equipment, Inc No. 186282 executed.



REQUEST FOR BOARD ACTION

Requested Board Date:	2/7/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Jeff Bommersbach, Asst Engineer
Authorize signature of Kwik Trip Easements		estimated time needed:	5 mins
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Authorize signature of Kwik Trip Storm Sewer, Sanitary Sewer and Access Easements.

Background Information:

1.ACCESS EASEMENT: Note the existing west TH 19 access to the Highway Department was built by Titan on Kohls-Weelborg property, and an official easement was written in 2012. The proposed easement is much of the same except this time Kwik Trip will build and maintain the driveway for shared use with the Highway Department. The Highway Department has reviewed the proposed construction plan and is in agreement with the widening and improvements for truck and vehicle circulation efficiency.

2.SANITARY EASEMENT: Along TH 19, Kwik Trip will connect to a sanitary manhole that is 54' onto the Highway Department's property and resurface the gravel driveway. Kwik Trip will be responsible for the maintenance and repairs of the facilities within the easement area.

3.STORM EASEMENT: This easement is for the benefit of the county. Kwik Trip recently petitioned the county to re-route the drain tile line to stay out from under Kwik Trip's principle structures. This is the new easement location of that tile line.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

(Top 3 inches reserved for recording data)

Drafted by and return to: Thomas E. Reinhart, Kwik Trip, Inc., P. O. Box 2107, La Crosse, WI 54602-2107

ACCESS EASEMENT AGREEMENT

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT dated _____, 2023, by and between Kwik Trip, Inc., a Wisconsin corporation ("Grantor") and Redwood County, a Minnesota municipality ("Grantee") is executed for the purpose of granting an ingress/egress access easement from Grantor in favor of Grantee. The following statements are a material part of this Agreement.

- A. Grantor owns the real estate described on the attached Exhibit A ("Grantor's Property");
- B. Grantee owns the real estate described on the attached Exhibit B ("Grantee's Property"); and
- C. Grantor is willing to grant Grantee an access easement over a portion of Grantor's Property, as legally described and generally depicted on the attached Exhibit C ("Easement Property").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants are made:

INGRESS AND EGRESS EASEMENT

Grantor grants and conveys to Grantee, for the benefit of Grantee's Property, a permanent non-exclusive access easement for vehicular and pedestrian ingress and egress to and from Grantee's property, over, upon and across the Easement Property, as legally described and depicted on Exhibit C. Such use by Grantee of the Easement Property shall not unreasonably interfere with Grantor's use and enjoyment of Grantor's Property, including the Easement Property. Grantor reserves the right to utilize the Easement Property for any purpose that will not materially interfere with the rights granted herein by Grantor to Grantee.

CONSTRUCTION AND MAINTENANCE OF PARCEL

Grantor shall be responsible for all initial construction and all future maintenance and repairs to the Easement Property. Grantor agrees to maintain in good condition and repair, or cause to be maintained and kept in repair, the Easement Property at its own cost and expense. The standard of construction, repair, and maintenance within the Easement Property shall be comparable to the standards of maintenance followed in other commercial areas of comparable size and quality.

INDEMNITY

The parties agree that each party is responsible for its own acts, omissions, and liabilities resulting therefrom, including the acts of its employees and exclusive contractors as provided under applicable law. Nothing in this Agreement is intended to limit or abrogate the statutory tort limitations provided in Minnesota Statutes, Chapter 466.

WARRANTIES OF TITLE

Grantor warrants that it has good and indefeasible fee simple title to the Easement Property; that Grantor has the full right and lawful authority to grant this Easement; and that Grantee and its successors shall and may peaceably have, hold and enjoy the Easement.

RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties hereto.

PARTIAL RELEASE OF EXISTING EASEMENT

Grantor and Grantee have an interest arising under an existing easement defined as Easement Tract 1 and legally described in the Declaration of Easement and Maintenance Agreement recorded on October 8, 2012, in the Redwood County, Minnesota Recorder's Office, as Document No. A 342810 ("Declaration").

The undersigned, for valuable consideration, the receipt of which is hereby acknowledged, hereby release their right, title, and interest arising under the existing Easement Tract 1, and said existing Easement Tract 1 shall be released and replaced with the Easement Property effective as of the date of this agreement. All other terms and conditions of the Declaration shall remain in full force and effect.

AMENDMENT

This Easement Agreement may be terminated, extended, modified, or amended only with the express written consent of the parties.

DEFAULT; REMEDIES

In the event of any violation or threatened violation by any Party of any of the provisions of this Agreement, in addition to remedies that may be available at law, each Party will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the violation will be given to the Party claimed to have committed such violation. If performance of any action by any Party is prevented or delayed by act of God, war, labor disputes or other cause beyond the reasonable control of such Party, the time for the performance of such action will be extended for the period that such action is delayed or prevented by such cause. A Party will not be in default under this Agreement unless the Party has received written notice specifying the nature of such default and has failed to cure or commence appropriate action to cure such default within the times herein provided.

MISCELLANEOUS

All notices, statements, demands, approvals and other communications given pursuant to this Agreement shall be in writing and must be delivered in person or by certified or registered mail, postage prepaid, to the other Party. No waiver of any default by any Party will be implied from the failure by the other Party to take any action in respect of such default. The rights and remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy, at law or in equity, which any Party might otherwise have by virtue of a default under this Agreement, and the exercise of any right or remedy by any Party will not impair such Party's standing to exercise any other right or remedy. Nothing contained in this Agreement and no action by the Parties will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among any of the Parties. This Agreement will be construed in accordance with the laws of the State of Minnesota.

[Signature pages follow]

**GRANTOR:
KWIK TRIP, INC.**

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that _____, _____ of Kwik Trip, Inc., a Wisconsin corporation, has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, executed the same voluntarily.

Dated this _____ day of _____, 2022.

Notary Public
State of Wisconsin, County of La Crosse
My Commission: _____

**GRANTEE:
REDWOOD COUNTY**

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF REDWOOD)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that _____, _____ of Redwood County, a Minnesota municipality, has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, executed the same voluntarily.

Dated this _____ day of _____, 2022.

Notary Public
State of Minnesota, County of Redwood
My Commission: _____

This document was drafted by:
Thomas E. Reinhart
P. O. Box 2107
La Crosse, WI 54602-2107

EXHIBIT A

GRANTOR'S PROPERTY

A tract of land located in the Northeast Quarter (NE1/4) of Section 5, Township 112 North, Range 35 West, described as follows: Commencing at the North Quarter Corner of Section 5 in Township 112 North, Range 35 West of the 5th Principal Meridian, thence East a distance of 678 feet, thence South a distance of 650 feet, thence South 45° West a distance of 367.7 feet, thence West a distance of 418 feet to a point situated on the North and South Quarter line of said Section 5, thence North a distance of 910 feet to the place of beginning, except Parcel 308A of Minnesota Department of Transportation Right-of-Way Plat No. 64-12, Redwood County, Minnesota.

Tax Parcel No. 88-005-1040

EXHIBIT B

GRANTEE'S PROPERTY

That part of the Northeast Quarter of Section 5, Township 112 North, Range 35 West, Redwood County, Minnesota described as follows: Commencing at the North Quarter Corner of Section 5; thence South 00°01'17" West along the west line of the Northeast Quarter a distance of 910.00 feet to the point of beginning; thence North 89°55'12" East on a line parallel to the north line of the Northeast Quarter of Section 5 a distance of 69.52 feet; thence South 00°01'28" East a distance of 33.00 feet; thence North 89°55'12" East a distance of 130.00 feet; thence North 00°01'28" West a distance of 33.00 feet; thence North 89°55'12" East a distance of 218.10 feet; thence North 45°01'03" East 368.32 feet; thence North 00°01'03" East a distance of 650.00 feet to a point on the north line of Section 5 being 678.00 feet east of the North Quarter corner of Section 5; thence North 89°55'12" East a distance of 690.00 feet; thence South 00°01'03" West a distance of 1,000.00 feet; thence South 89°55'12" West a distance of 1,368.07 feet to the west line of the Northeast Quarter of Section 5; thence North 00°01'17" East along said west line a distance of 90.00 feet to the point of beginning.

Tax Parcel No. 88-005-1070

EXHIBIT C

EASEMENT PROPERTY

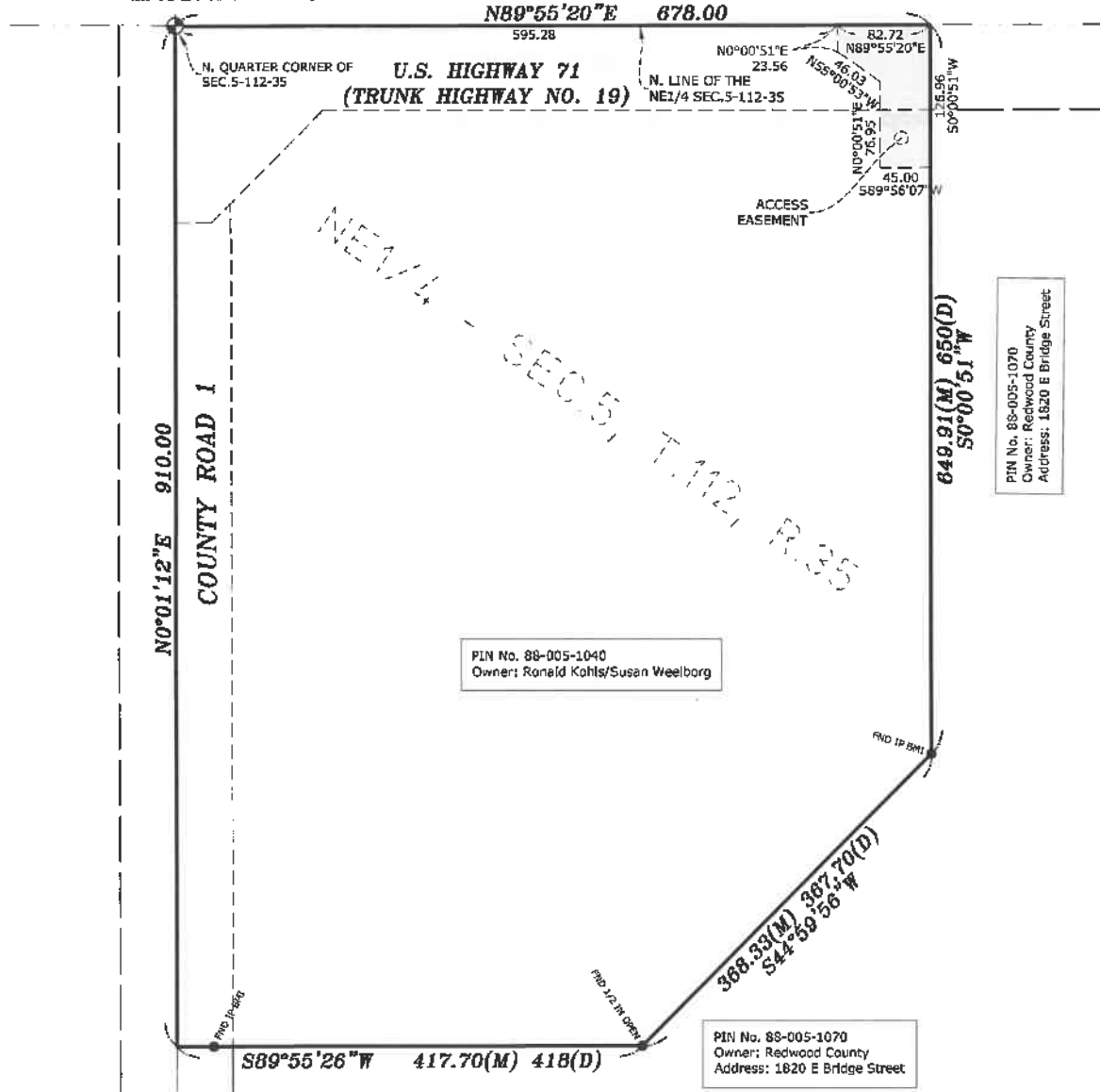
See attached description and depiction of the Easement Property.

EASEMENT SKETCH & DESCRIPTION

~for~ Kwik Trip, Inc.
 ~part of~ NE1/4 SEC. 5. T.112, R.35
 Redwood County, Minnesota

EXHIBIT C

EASEMENT PROPERTY



ACCESS EASEMENT DESCRIPTION

An access easement over that part of the Northeast Quarter (NE1/4) of Section 5, Township 112 North, Range 35 West, described as follows:

Commencing at the North Quarter Corner of Section 5, Township 112 North, Range 35 West, Redwood County, Minnesota; thence North 89 degrees 55 minutes 20 seconds East, assumed bearing along the north line of said Northeast Quarter a distance of 595.28 feet to the point of beginning of the easement to be described; thence continuing North 89 degrees 55 minutes 29 seconds East, along last described line a distance of 82.72 feet; thence South 0 degrees 00 minutes 51 seconds West a distance of 126.96 feet; thence South 89 degrees 56 minutes 07 seconds West a distance of 45.00 feet; thence North 0 degrees 00 minutes 51 seconds East a distance of 76.95 feet; thence North 55 degrees 00 minutes 53 seconds West a distance of 46.03 feet; thence North 0 degrees 00 minutes 51 seconds East a distance of 23.56 feet to the point of beginning and there terminating.

Scale 1"= 100'	Drawn By: SNN	Project Manager: SNN	Job No.: 210853
○ Denotes Iron Set	● Denotes Iron Found	Bearings shown are on an assumed datum.	
I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota. Dated this 24th day of March, 2022.		Professional Land Surveyors 990 5th Avenue SE, Suite 2 Hutchinson, MN 55350 Tel. (320) 587-2025 Fax (320) 587-2595	
License No. <u>52705</u>			

(Top 3 inches reserved for recording data)

Drafted by and return to: Thomas E. Reinhart, Kwik Trip, Inc., P. O. Box 2107, La Crosse, WI 54602-2107

SANITARY SEWER EASEMENT

SANITARY SEWER EASEMENT

For good and valuable consideration, the receipt of which is acknowledged, Redwood County, a Minnesota municipality ("Grantor") grants and conveys to Kwik Trip, Inc., a Wisconsin corporation ("Grantee"), a permanent non-exclusive sanitary sewer easement legally described and depicted on the attached Exhibit A (the "Easement Property") which is a part of the property owned by Grantor as described on Exhibit B ("Grantor's Property").

1. Grantor hereby grants and conveys to Grantee, for the benefit of Grantee's Property as described on Exhibit C, a permanent non-exclusive sanitary sewer easement to allow Grantee to utilize the sanitary facilities located within the Easement Property, including the necessary underground and above-ground associated facilities, accessories and appurtenances in and through the Easement Property ("Facilities"), together with the right to enter upon the Easement Property as may be necessary for such purposes.

2. Grantee shall construct and install a new sanitary line from Grantee's Property to the sanitary main located on Grantor's Property and Grantee shall maintain and repair the Facilities within the Easement Property. Grantee shall conduct such maintenance and repair work in accordance with all applicable laws, codes, regulations and similar requirements.

3. Grantor reserves the right to utilize the Easement Property for any purpose that will not materially interfere with the rights granted by Grantor to Grantee. Such use by Grantee of the Easement Property shall not unreasonably interfere with Grantor's use and enjoyment of Grantor's Property, including the Easement Property.

4. Following any entry upon the Easement Property by the Grantee or its contractors for the purposes set forth in Paragraph 2 above, the Grantee agrees to promptly restore the surface to the condition existing immediately prior to such entry by the Grantee or its agents.

5. Grantor warrants that it has good title to the Easement Property and full right and authority to grant the foregoing easement.

6. This Easement shall run with the land and be binding on, and inure to the benefit of, the assigns and successors in interest of Grantor and Grantee.

[Signature pages follow]

GRANTEE:
KWIK TRIP, INC.

Dated: _____, 2022.

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that _____ of Kwik Trip, Inc., a Wisconsin corporation, has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, executed the same voluntarily.

Dated this _____ day of _____, 2022.

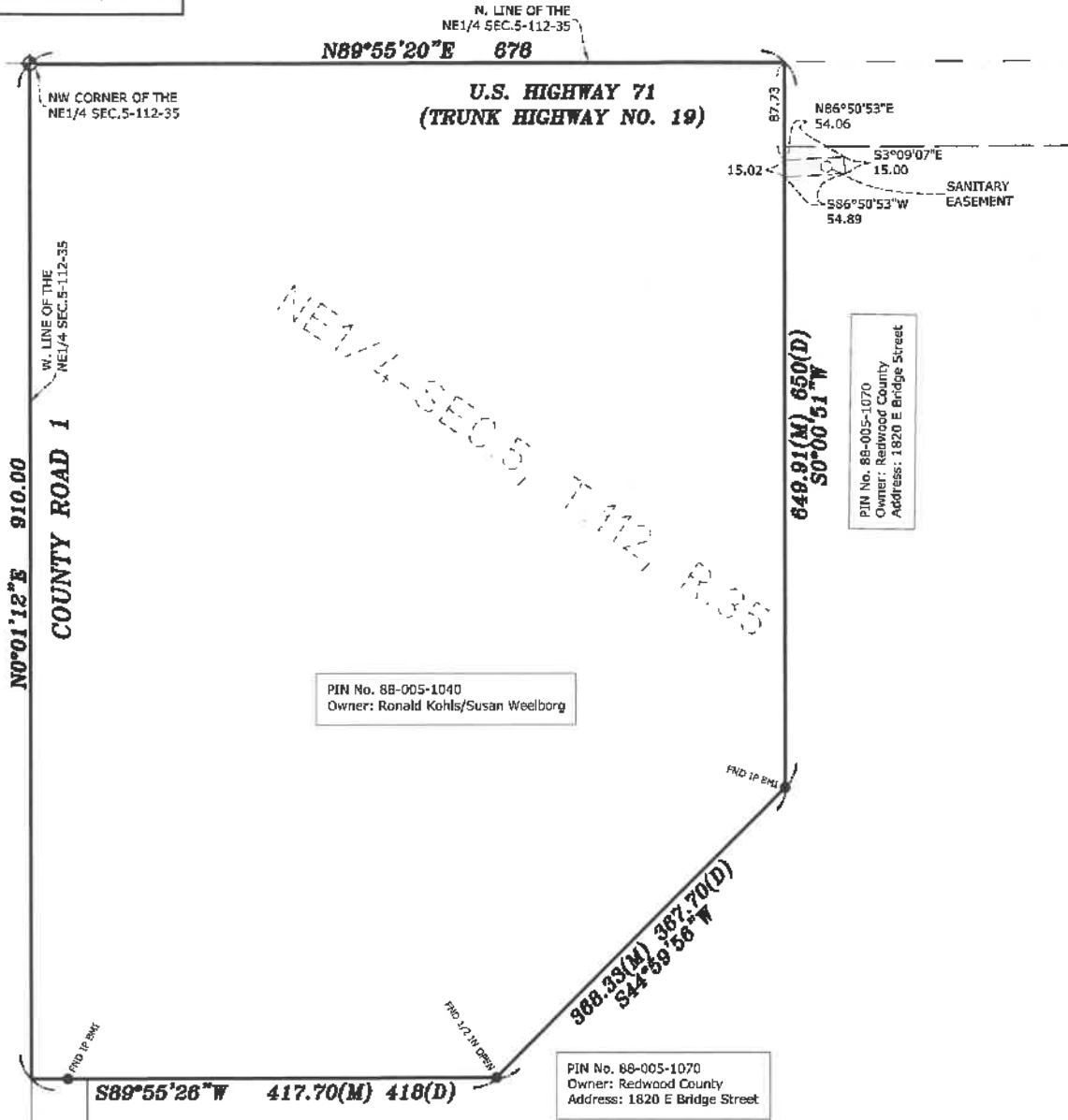
Notary Public
State of Wisconsin, County of La Crosse
My Commission: _____

This document was drafted by:
Thomas E. Reinhart
P. O. Box 2107
La Crosse, WI 54602-2107

EASEMENT SKETCH & DESCRIPTION

~for~ Kwik Trip, Inc.
 ~part of~ NE1/4 SEC. 5, T.112, R.35
 Redwood County, Minnesota

EXHIBIT A



SANITARY SEWER EASEMENT DESCRIPTION

A sanitary sewer easement over that part of the Northeast Quarter (NE1/4) of Section 5, Township 112 North, Range 35 West, described as follows:

Commencing at the North Quarter Corner of Section 5 In Township 112 North, Range 35 West of the 5th Principal Meridian, thence East along the north line of said Section 5, a distance of 678 feet; thence South 0 degrees 00 minutes 51 seconds West a distance of 87.73 feet, thence North 86 degrees 50 minutes 53 seconds East a distance of 54.06 feet; thence South 3 degrees 09 minutes 07 seconds East 15.00 feet; thence South 86 degrees 50 minutes 53 seconds West a distance of 54.89 feet; thence North 0 degrees 00 minutes 51 seconds East 15.02 feet to the point of beginning and there terminating.


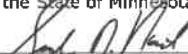
Scale 1"= 100'	Drawn By: SNN	Project Manager: SNN	Job No.: 210853
o Denotes Iron Set	• Denotes Iron Found	Bearings shown are on an assumed datum.	
I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota. Dated this 12th day of May, 2022.		 E. G. RUD & SONS, INC. Professional Land Surveyors 990 5th Avenue SE, Suite 2 Hutchinson, MN 55350 Tel. (320) 587-2025 Fax (320) 587-2585	
 License No. 52705			

EXHIBIT B
GRANTOR'S PROPERTY

That part of the Northeast Quarter of Section 5, Township 112 North, Range 35 West, Redwood County, Minnesota described as follows: Commencing at the North Quarter Corner of Section 5; thence South $00^{\circ}01'17''$ West along the west line of the Northeast Quarter a distance of 910.00 feet to the point of beginning; thence North $89^{\circ}55'12''$ East on a line parallel to the north line of the Northeast Quarter of Section 5 a distance of 69.52 feet; thence South $00^{\circ}01'28''$ East a distance of 33.00 feet; thence North $89^{\circ}55'12''$ East a distance of 130.00 feet; thence North $00^{\circ}01'28''$ West a distance of 33.00 feet; thence North $89^{\circ}55'12''$ East a distance of 218.10 feet; thence North $45^{\circ}01'03''$ East 368.32 feet; thence North $00^{\circ}01'03''$ East a distance of 650.00 feet to a point on the north line of Section 5 being 678.00 feet east of the North Quarter corner of Section 5; thence North $89^{\circ}55'12''$ East a distance of 690.00 feet; thence South $00^{\circ}01'03''$ West a distance of 1,000.00 feet; thence South $89^{\circ}55'12''$ West a distance of 1,368.07 feet to the west line of the Northeast Quarter of Section 5; thence North $00^{\circ}01'17''$ East along said west line a distance of 90.00 feet to the point of beginning.

Tax Parcel No. 88-005-1070

EXHIBIT C
GRANTEE'S PROPERTY

A tract of land located in the Northeast Quarter (NE1/4) of Section 5, Township 112 North, Range 35 West, described as follows: Commencing at the North Quarter Corner of Section 5 in Township 112 North, Range 35 West of the 5th Principal Meridian, thence East a distance of 678 feet, thence South a distance of 650 feet, thence South 45° West a distance of 367.7 feet, thence West a distance of 418 feet to a point situated on the North and South Quarter line of said Section 5, thence North a distance of 910 feet to the place of beginning, except Parcel 308A of Minnesota Department of Transportation Right-of-Way Plat No. 64-12, Redwood County, Minnesota.

Tax Parcel No. 88-005-1040

(Top 3 inches reserved for recording data)

Drafted by and return to: Thomas E. Reinhart, Kwik Trip, Inc., P. O. Box 2107, La Crosse, WI 54602-2107

STORM SEWER EASEMENT

STORM SEWER EASEMENT

For good and valuable consideration, the receipt of which is acknowledged, Kwik Trip, Inc., a Wisconsin corporation ("Grantor") grants and conveys to the Redwood County, a Minnesota municipality ("Grantee"), a permanent non-exclusive storm sewer easement legally described and depicted on the attached Exhibit A (the "Easement Property") which is a part of the property owned by Grantor as described on Exhibit B ("Grantor's Property").

1. Grantor hereby grants and conveys to Grantee, for the benefit of Grantee, a permanent non-exclusive storm sewer easement to allow Grantee to utilize the storm sewer facilities located within the Easement Property, including the necessary underground and above-ground associated facilities, accessories and appurtenances in and through the Easement Property ("Facilities"), together with the right to enter upon the Easement Property as may be necessary for such purposes.

2. Grantor shall relocate the Facilities from their current location to the new location within the Easement Property, and Grantee shall maintain and repair the Facilities, as necessary. Grantee shall conduct such maintenance and repair work in accordance with all applicable laws, codes, regulations and similar requirements.

3. Grantor reserves the right to utilize the Easement Property for any purpose that will not materially interfere with the rights granted by Grantor to Grantee. Such use by Grantee of the Easement Property shall not unreasonably interfere with Grantor's use and enjoyment of Grantor's Property, including the Easement Property.

4. Following any entry upon the Easement Property by the Grantee or its contractors for the purposes set forth in Paragraph 2 above, the Grantee agrees to promptly restore the surface to the condition existing immediately prior to such entry by the Grantee or its agents.

5. Grantor warrants that it has good title to the Easement Property and full right and authority to grant the foregoing easement.

6. This Easement shall run with the land and be binding on, and inure to the benefit of, the assigns and successors in interest of Grantor and Grantee.

GRANTOR: KWIK TRIP, INC.

Dated: _____, 2022.

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that _____ of Kwik Trip, Inc., a Wisconsin corporation, signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he/she executed the same voluntarily.

Dated this _____ day of _____, 2022.

Notary Public
State of Wisconsin, County of La Crosse
My Commission: _____

GRANTEE: REDWOOD COUNTY

Dated: _____, 2022.

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF REDWOOD)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that _____, _____ of Redwood County, a Minnesota municipality, has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, executed the same voluntarily.

Dated this _____ day of _____, 2022.

Notary Public
State of Minnesota, County of Redwood
My Commission: _____

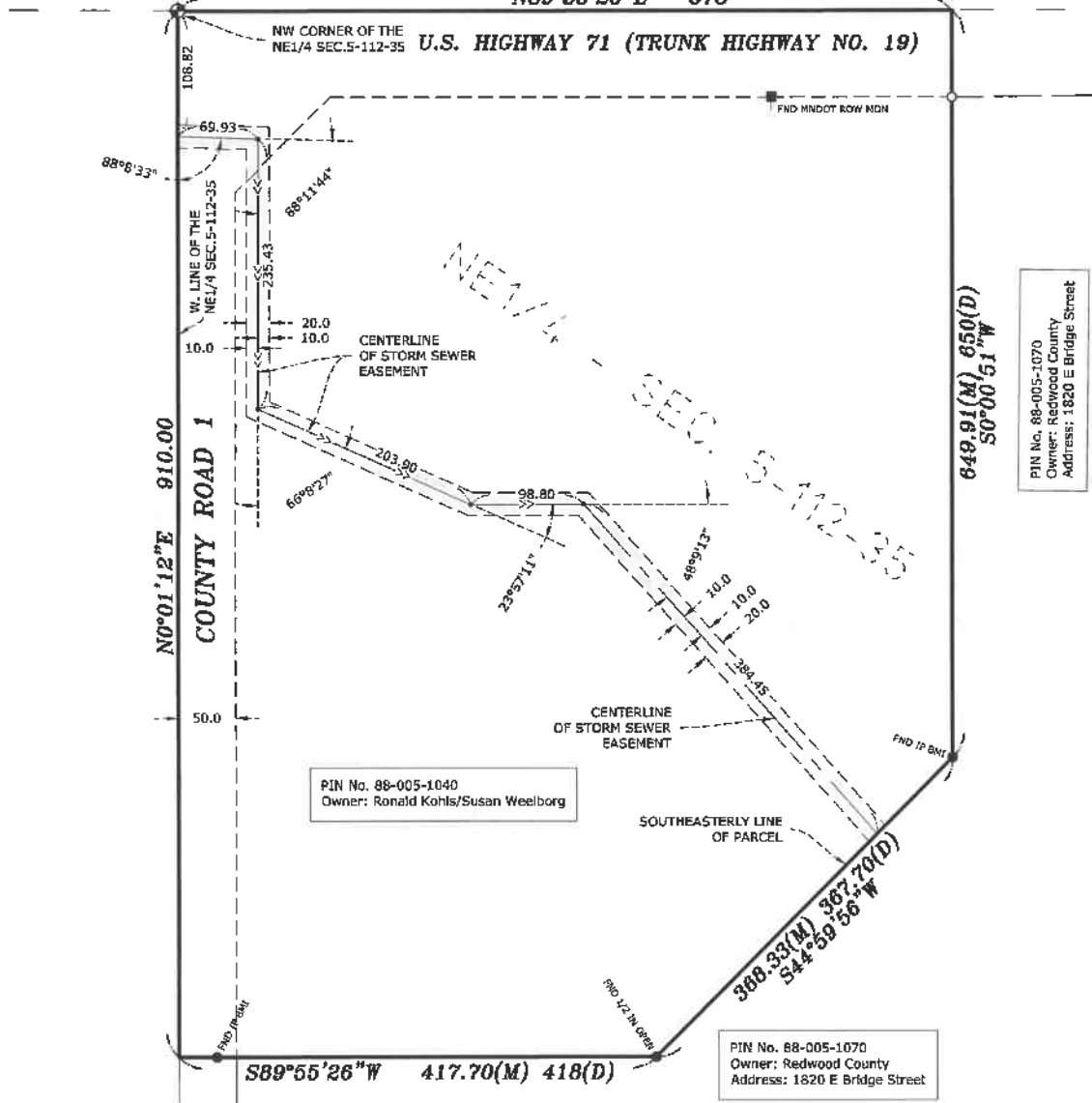
This document was drafted by:
Thomas E. Reinhart
P. O. Box 2107
La Crosse, WI 54602-2107

EASEMENT SKETCH & DESCRIPTION

~for~ Kwik Trip, Inc.
 ~part of~ NE1/4 SEC. 5. T.112, R.35
 Redwood County, Minnesota

EXHIBIT A

EASEMENT PROPERTY NB9°55'20"E 678



STORM SEWER EASEMENT DESCRIPTION

A storm sewer easement over that part of the Northeast Quarter (NE1/4) of Section 5, Township 112 North, Range 35 West, described as follows:

Commencing at the North Quarter Corner of Section 5 in Township 112 North, Range 35 West of the 5th Principal Meridian, thence East a distance of 678 feet, thence South a distance of 650 feet, thence South 44° 59' 56" West a distance of 367.7 feet, thence West a distance of 418 feet to a point situated on the North and South Quarter line of said Section 5, thence North a distance of 910 feet to the place of beginning, except Parcel 308A of Minnesota Department of Transportation Right-of-Way Plat No. 64-12, Redwood County, Minnesota.

And lying 10 feet on either side of a centerline described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 5; thence southerly along the west line of said Northeast Quarter a distance of 108.82 feet to the point of beginning of the centerline to be described; thence deflecting to the left 88 degrees 08 minutes 33 seconds for a distance of 69.93 feet; thence deflecting to the right 88 degrees 11 minutes 44 seconds for a distance of 235.43 feet; thence deflecting to the left 66 degrees 08 minutes 27 seconds for a distance of 203.90 feet; thence deflecting to the left 23 degrees 57 minutes 11 seconds for a distance of 98.80 feet; thence deflecting to the right 48 degrees 09 minutes 13 seconds for a distance of 384.45 feet, more or less, to the southeasterly line of the above described lands and said centerline there terminating.

The sidelines of described easement are assumed to extend to the west line of the Northeast Quarter of Section 5, Township 112 North, Range 35 West and the southeasterly line of the above described land.

Scale 1" = 100'	Drawn By: SNN	Project Manager: SNN	Job No.: 210853
○ Denotes Iron Set	● Denotes Iron Found	Bearings shown are on an assumed datum.	
I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota. Dated this 24th day of March, 2022.			
License No. 52705			

EXHIBIT B
GRANTOR'S PROPERTY

A tract of land located in the Northeast Quarter (NE1/4) of Section 5, Township 112 North, Range 35 West, described as follows: Commencing at the North Quarter Corner of Section 5 in Township 112 North, Range 35 West of the 5th Principal Meridian, thence East a distance of 678 feet, thence South a distance of 650 feet, thence South 45° West a distance of 367.7 feet, thence West a distance of 418 feet to a point situated on the North and South Quarter line of said Section 5, thence North a distance of 910 feet to the place of beginning, except Parcel 308A of Minnesota Department of Transportation Right-of-Way Plat No. 64-12, Redwood County, Minnesota.

Tax Parcel No. 88-005-1040



REQUEST FOR BOARD ACTION

Requested Board Date:	2/7/23	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Jeff Bommersbach, Asst Engineer
Award Construction Contract 23-1; Seal Coating		estimated time needed:	5 mins
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Award construction contract 23-1 for SAP 064-030-018, seal coating designated CSAH sections in Redwood County, to low bidder. Morris Sealcoat & Trucking.

Background Information:

Bid letting for this project was 2/2/23. There were 3 complete bids for this project.
 Morris Sealcoat & Trucking- \$1,314,587.90
 Asphalt Surfact Technologies Corp- \$1,375,000.37
 Allied Blacktop Co- \$1,435,328.69

This project is projected to start June 20, 2023 with all work to be completed before July 28, 2023.

This project will include seal coating portions of CSAH 1, CSAH 6, CSAH 8, CSAH 10, CSAH 24, CSAH 30, CSAH 32 and CSAH 46 throughout Redwood County totaling 52.724 miles.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

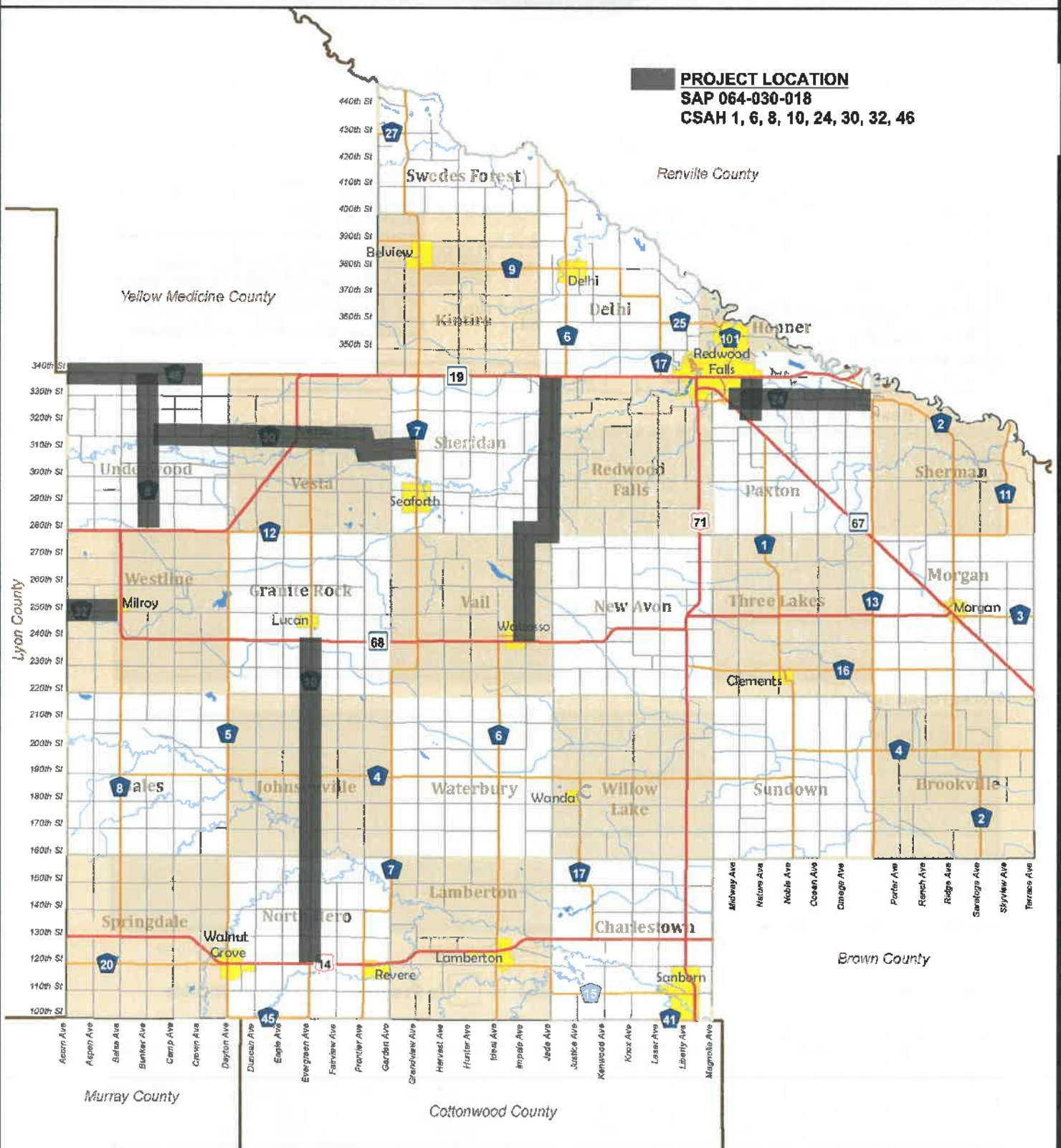
**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Redwood County, MN

PROJECT LOCATION

SAP 064-030-018

CSAH 1, 6, 8, 10, 24, 30, 32, 46



Roads

— Federal and State

— County State Aid

— All other County and Township

Boundaries

— Cities

— Townships

— Counties

Water

— Lakes

— Rivers

Created by Redwood County GIS Specialist 1/24/2017 using data created by Redwood County. This map is for informational purposes only. Redwood County is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.



0 1 2 4 6 Miles

Bid Abstract Summary - SAP 064-030-018
Contract 23-1

Bid Name	Total
<i>Engineer's Estimate</i>	<i>\$1,363,350.71</i>
Morris Sealcoat & Trucking, Inc.	\$1,314,587.90
Asphalt Surface Technologies Corp.	\$1,375,000.37
Allied Blacktop Company	\$1,435,328.69



REQUEST FOR BOARD ACTION

Requested Board Date:	2/7/23	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Jeff Bommersbach, Asst Engineer
Authorize Board Chair and Administrator to Sign Construction Contract		estimated time needed:	5 mins
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Authorize County Board Chair and County Administrator to sign awarded construction contract 23-1 for SAP 064-030-018, seal coating designated CSAH sections in Redwood County, pending obtaining signatures from the awarded Contractor.

Background Information:

Bid letting for this project was 2/2/23. There were 3 complete bids for this project.
 Morris Sealcoat & Trucking- \$1,314,587.90
 Asphalt Surfact Technologies Corp- \$1,375,000.37
 Allied Blacktop Co- \$1,435,328.69

This project is projected to start June 20, 2023 with all work to be completed before July 28, 2023.

This project will include seal coating portions of CSAH 1, CSAH 6, CSAH 8, CSAH 10, CSAH 24, CSAH 30, CSAH 32 and CSAH 46 throughout Redwood County totaling 52.724 miles.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

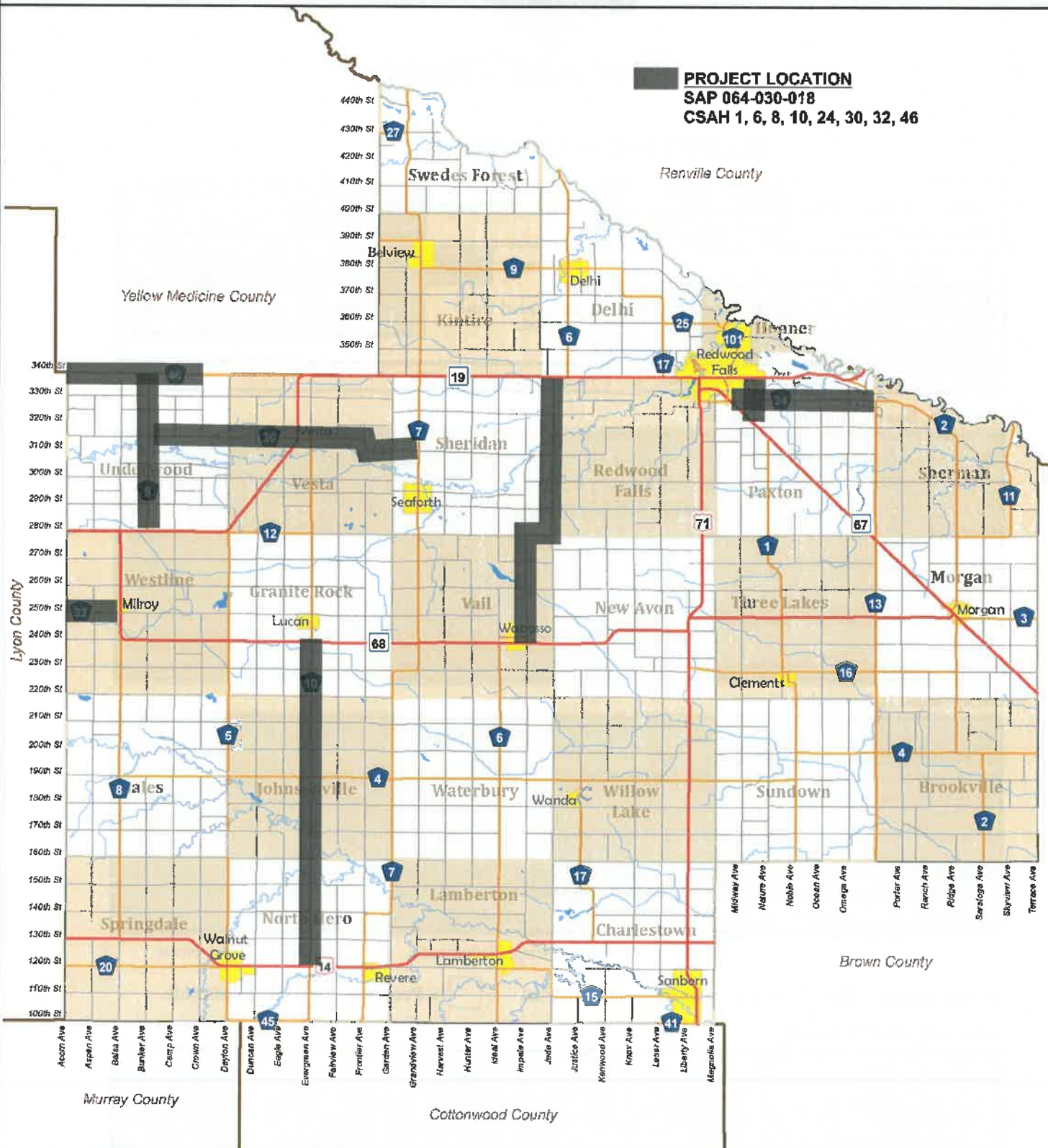
Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Redwood County, MN

PROJECT LOCATION
SAP 064-030-018
CSAH 1, 6, 8, 10, 24, 30, 32, 46

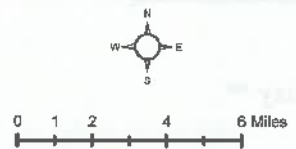


Lyon County

Murray County

Cottonwood County

Brown County



- | | | |
|---|---|---|
| Roads | Boundaries | Water |
| — Federal and State | Cities | Lakes |
| — County State Aid | Townships | — Rivers |
| — All other County and Township | Counties | |

Created by Redwood County GIS Specialist 1/24/2017 using data created by Redwood County. This map is for informational purposes only. Redwood County is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.

Bid Abstract Summary - SAP 064-030-018
Contract 23-1

Bid Name	Total
<i>Engineer's Estimate</i>	\$1,363,350.71
Morris Sealcoat & Trucking, Inc.	\$1,314,587.90
Asphalt Surface Technologies Corp.	\$1,375,000.37
Allied Blacktop Company	\$1,435,328.69



REQUEST FOR BOARD ACTION

Requested Board Date:	2/7/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Jeff Bommersbach, Asst Engineer
Award purchase of Midsota Trailer from Farm-Rite Equipment		estimated time needed:	5 mins
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve bid to low bidder for purchase of Midsota gooseneck, deckover flatbed, oak board trailer with hydraulic tongue jack and hydraulic beavertail ramp in the amount of \$27,000.

Background Information:

The Redwood County Highway Department will utilize the gooseneck trailer to transport skid loaders, snow blower attachments, mower attachments, bucket attachments, pipe, street sweepers, tire rollers, etc. Currently when transporting this equipment and material the triaxle trailer is used, which attaches to a snowplow truck. By making this attachment the snowplow truck plow and sander has to be removed, which takes approximately 2 man-hours. This prevents a quick turnaround from snowblowing operations to salting/sanding roads. During the summer and fall months, use of the triaxle trailer to haul this mid-size equipment takes one of the gravel hauling trucks out operation, since it cannot be hauled on a bumper hitch car trailer due to weight limitations. The addition of this trailer is intended to increase crew efficiency and equipment availability.

Two additional quotes were received from Renville Sales (\$29,180) and Brake Away Trailers & Auto Care LLC (\$31,300). This \$27,000 purchase from Farm-Rite Equipment will be made from the Miscellaneous Equipment Budget.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



FARM-RITE EQUIPMENT OF WILLMAR

1515 W Litchfield Ave • P.O. Box 1341 • Willmar, MN 56201
 320-235-3672 • 877-484-3211 • Fax: 320-222-0180
 www.farmriteequip.com

Ship To: IN STORE PICKUP

Invoice To: REDWOOD CO HWY DEPT
 1820 EAST BRIDGE STREET
 REDWOOD FALLS MN 56283

Branch 02 - WILLMAR		
Date 01/30/2023	Time 15:06:56 (O)	Page 1
Account No. REDW003	Phone No. 5074304008	Estimate No. 000036
Ship Via	Purchase Order JAMIE LARSON	
Tax ID No. 8027253		
DAN RONNING		Salesperson DLR / DLR

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/01/2023 Amount

Stock #: E031764 Serial #: 5JWKF412XPA110163 26900.00

New 2023 MS FBHB32

New 2023 MIDSOTA FBHB32 FBHB32 MIDSOTA TRAILER

Miscellaneous Charges/Credits

	=====			
LICENSING	Qty: 1	Price:	50.00	50.00
REGISTRATION	1		50.00	50.00

Subtotal: 27000.00
 MN TRAILER TAX 6.5%: ~~1748.50~~ Tot EXEMPT
 Quote Total: ~~28748.50~~ 27,000.00

Authorization: _____



DECKOVER FLATBED

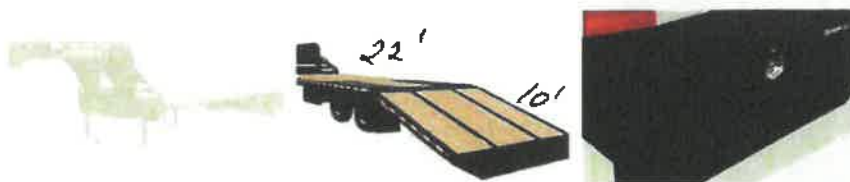
FBGN SERIES DECKOVER FLATBED TRAILER

23,000 to 25,990 Gross Vehicle Weight Rating

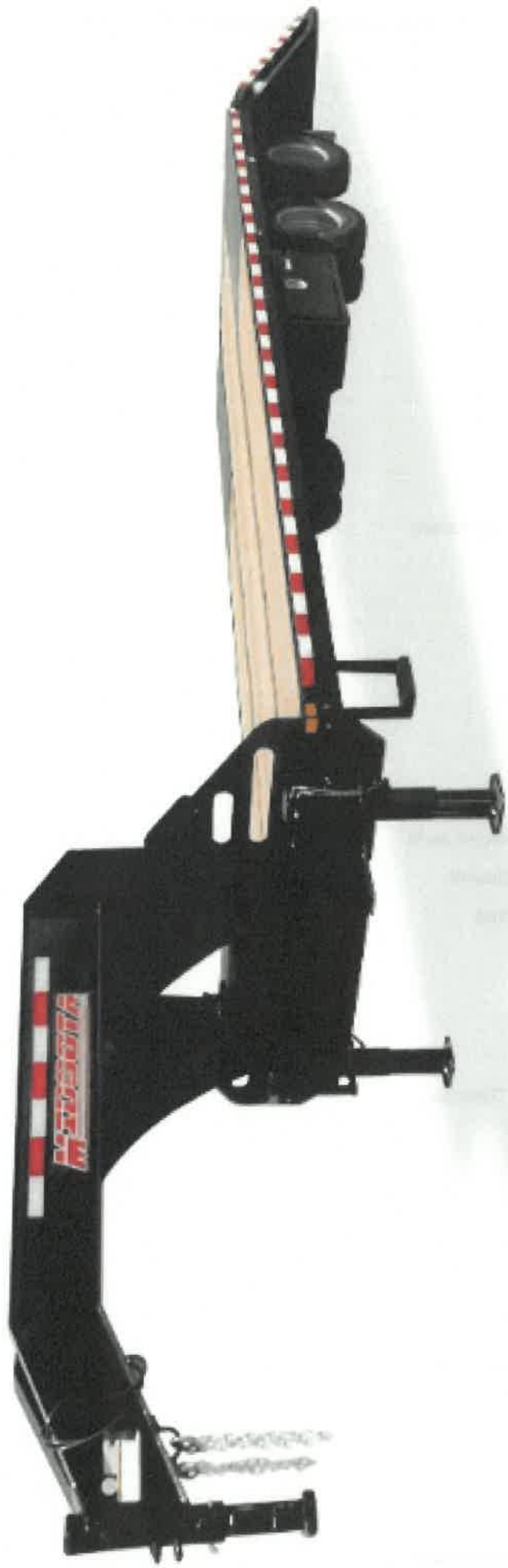
Available Sizes: 102" x 24' // 102" x 28' // 102" x 32' // 102" x 36' // 102" x 40' // 102" x 44'

[FIND A DEALER](#) >

[SPEC SHEET PDF](#)







[FIND A DEALER](#)[SPEC SHEET PDF](#)

FEATURES

- Square Torque Tube
- Self Adjusting Electric Brakes
- 16" E-Range 10 Ply Tires (235/80R16)
- Rub Rail & Stake Pockets
- Treated Wood Decking
- 5' Beavertail With 2 Fold Over Wedge Ramps
- Gooseneck Step (1 per side)
- Toolbox in Gooseneck Frame
- No Exposed Wiring
- Cold Weather 7 Way Plug (-85°)
- LED Lights
- Dual Tail Lights
- Midship Turn Signals
- Two (2) 12K Dual Speed Spring Return Jacks
- 2-5/16" Adjustable Gooseneck Coupler
- PPG Polyurethane Primer and Paint
- 5 Year Frame Warranty

AVAILABLE OPTIONS

- **12K** 16K Axle Upgrades ✓ *TANDEM*
- Dual Hydraulic Tongue Jack ✓
- White Oak Decking ✓
- Disc Brakes ✓
- Underbody Toolbox ✓
- Hydraulic Beavetail ✓
- Gooseneck Rack ✓
- [Contact your local dealer](#) for more options

Renville Sales Inc.

21026 US Hwy 212, Renville, MN 56284

Ph. 320-329-3469 / Fax 320-329-4269

www.renville.com

PJ Trailer Quote

New 32' PJ Gooseneck Low-Pro Flatbed (LY)

- Low-Profile
- 10' Hydraulic Dovetail (22' deck + 10' tail)
- (2) 12k Dexter Axles
 - o HD Adjustable Spring Suspension
 - o 16" - 14 ply tires (Dual)
 - o Electric / Drum Brakes
- Dual Hydraulic Jacks
- Front Toolbox
- 1/2" Traction Bars On Rear Approach Plate
- Primer + Black Powdercoat
- Matching Spare

Trailer Price:	\$29,180.00
Vehicle Reg Tax (6.5%):	\$1,896.70 TAX EXEMPT
Title & Lic (Tax Exempt Plate):	\$53.50

TOTAL: \$31,130.20

Additional Options:

- | | |
|------------------------------------|---------|
| - Blackwood Pro Lumber – Tail Only | \$400 |
| - Electric/Hydraulic Disc Brakes | \$2,200 |

Trailer pricing includes freight to Renville, MN and all dealer set-up.

Jamie Larsen

From: Theresa Kent <brakeawaytrailers@hotmail.com>
Sent: Wednesday, January 11, 2023 4:09 PM
To: Jamie Larsen
Subject: TRAILER QUOTE (24,000# GVWR)

SECURITY NOTICE:

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact support.

8'6" WIDE X 28'+5' DOVETAIL (24,000# GVWR)
(2) 12,000# DEXTER OIL BATH AXLES W/ ELECTRIC AND FORWARD SELF-ADJUSTING BRAKES
(8) ST235/80R16 (10 PLY) RADIAL TIRES W/ 16" 8-BOLT DUAL WHEEL RIMS
(1) MATCHING SPARE TIRE
SPARE MOUNT
HYDRAULIC GORRILA RAMPS
FRAME – 12" 22LB. PIERCED BEAM I-BEAM FRAME
2-5/16" GOOSENECK COUPLER
2" X 8" TREATED WOOD DECK
38"W X 14" D X 20" H-CHEST STYLE TOOLBOX BETWEEN GOOSENECK UPRIGHTS
(2) 2-SPEED JACKS
RUB RAIL & STAKE POCKETS
STEPS ON BOTH SIDES
12-VOLT BREAKAWAY KIT W/ FULL CHARGE INDICATOR, SWITCH & BATTERY
MODULAR COLD WEATHER WIRE HARNESS
RUBBER MOUNTED LED LIGHTS
CENTER TURN LIGHT ON EACH SIDE
MUD FLAPS
(2) ½" GRADE 70 SAFETY CHAINS
FINISH – MATERIALS ARE BEAD BLASTED, FABRICATED, ROUNDED CORNERS, WELDING SPLATTER REMOVED, ACID WASHED, ZINC RICH PRIMER AND 4ML THICK POWDER COAT PAINT FINISH

\$31,300

Theresa Reese
Brake Away Trailers & Auto Care LLC
32587 US Hwy 14
Sanborn MN 56083

507-648-3404
www.brakeawaytrailers.com
Dealer #40454



REQUEST FOR BOARD ACTION

Requested Board Date:	2/7/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Jeff Bommersbach, Asst Engineer
Approve resolution for US Highway 71 Rehabilitation and Reconstruction		estimated time needed:	5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve resolution to support Corridors of Commerce application for rehabilitation and reconstruction of US Highway 71 between the Redwood River and Minnesota River bridges.

Background Information:

See attached resolution.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Redwood County Board of Commissioners

403 South Mill Street
P.O. Box 130
Redwood Falls, MN 56283
Phone: (507) 637-4016 Fax: (507) 637-4017
redwoodcounty-mn.us



Resolution
Support for US Highway 71 Corridors of Commerce Funding
February 7, 2023

The following Resolution was offered by Commissioner _____ and moved for adoption at a Regular Meeting held on February 7, 2023 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, Redwood County is a leading area for agricultural production of sugar beets, corn, soybeans, cattle, and clean energy ethanol production. Safe and efficient mobility of crop haulers and agricultural equipment are essential to the County's economic well-being. Redwood County produces \$10 million dollars of sugar beets annually, and significantly contributes to southwestern Minnesota being the leading region for sugar beet production in the United States. In addition to sugar beets, Redwood County annually produces \$41 million dollars' worth of corn, \$11 million dollars' worth of soybeans and 44,000 head of cattle valued at \$88 million dollars annually (USDA - National Agricultural Statistics Service - Minnesota - County Estimates). All \$150 million dollars of this annual agricultural production is transported over the Interregional Corridor System (IRC) and County roadways to markets. The Regional and local transportation system allows these food products to be moved to train yards, transfer stations and river ports for further shipment to the lower 48 states and exportation globally.

WHEREAS, United States Highway 71 (U.S. 71) within Redwood County is a part of the Interregional Corridor System (IRC) and is classified as a Supplemental Freight Route; and

WHEREAS, U.S. 71 is eligible for Corridors of Commerce funding and the roadway between the Redwood River Bridge 5133 and Minnesota River Bridge 64010 is rapidly deteriorating; and

WHEREAS, the Redwood County Board is in support of a much needed pavement U.S. 71 rehabilitation and reconstruction project between the Redwood and Minnesota River;

NOW, THEREFORE BE IT RESOLVED, rehabilitation and reconstruction of this segment of U.S. 71 will improve the movement of freight and reduce barriers to commerce throughout the United States, within the State of Minnesota and within Redwood County and support exportation of agricultural goods to global markets.

Seconded by Commissioner _____ and the same being put to a vote was duly carried.

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes _ Nays _

1st District

RICK WAKEFIELD

P.O. Box 473

Walnut Grove, MN 56180

(507) 859-2369

Rick_W@co.redwood.mn.us

2nd District

JIM SALFER

865 Pine Street

Wabasso, MN 56293

(507) 342-2431

Jim_S2@co.redwood.mn.us

3rd District

DENNIS GROEBNER

250 Center Street

Clements, MN 56224

(507) 692-2235

Dennis_G@co.redwood.mn.us

4th District

BOB VANHEE

503 Fallwood Road

Redwood Falls, MN 56283

(507) 616-1000

Bob_V@co.redwood.mn.us

5th District

DAVE FORKRUD

P.O. Box 235

Belview, MN 56214

(507) 430-1907

Dave_F@co.redwood.mn.us



REQUEST FOR BOARD ACTION

Requested Board Date:	2/7/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Jeff Bommersbach, Asst Engineer
Approve updated price for the 1500 Silverado Truck as originally purchased June 1, 2021.		estimated time needed:	5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve final vehicle pricing of \$48,824 for the 1500 Silverado Truck as ordered on June 1, 2021 from Olson Chevrolet (previously Marthaler Chevrolet).

Background Information:

See attached previous board actions and supporting documentation. On June 1, 2021 the Highway Department ordered one 1500 from Olson Chevrolet for \$36,911. Fleet discounts have since decreased from \$9,100 to \$6,400. Due to unforeseen manufacturing supply issues, this fleet order had to be updated from a 2022 model to a 2023 model and delivery was delayed over 18 months.

A second quote from Wheelborg Ford was \$50,546. Fleet discounts were no longer available for 2022 F-150 models at the time of this quote (February 1, 2022).

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

OLSON CHEVROLET
1300 E BRIDGE ST
REDWOOD FALLS, MN 562831904

DEAL# 23002
 CUST# 129967

Stock #: 230038

Date: 01/31/2023

Salesperson: LONNIE ENGSTROM

D.L.#:

D.L.#: N/A

County: REDWOOD

CASH

Email: ANTHONY S@CO.REDWOOD.MN.USENHOLDER:

Policy #: pc1810221

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. Unless otherwise indicated in this Agreement, the Odometer Reading for the Vehicle you are purchasing from us is accurate. Please refer to the Federal Mileage Statement for full disclosure.

RETAIL PURCHASE AGREEMENT

Purchaser Name: REDWOOD COUNTY DEPT

DOB:

Purchaser Name: N/A

DOB: N/A

Address: PO BOX 6 1820 EAST BRIDGE STREET REDWOOD FALLS, MN 56283

Phone: 507-637-4056

Insurance Co.: minnesota counties

YEAR	MAKE	MODEL	BODY	TRANSMISSION	COLOR	INTERIOR
2023	CHEVROLET	SILVERADO 1500	PU		SUMMIT WHITE	
VIN #	ODOMETER READING			LICENSE PLATE NO.	STATE	EXR DATE
1GCUDDDED6PZ106967	<input type="checkbox"/> Not Accurate 3					
THE VEHICLE IS:						
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED PRIOR USE DISCLOSURE: <input type="checkbox"/> PRIOR LEASE <input type="checkbox"/> RENTAL <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> OTHER						

WARRANTY STATEMENT	CASH PRICE OF VEHICLE	48824.00
Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale. <i>Traducción española: Vea el dorso.</i> This Vehicle is being provided to you by our Dealership: <input type="checkbox"/> AS-IS: We expressly disclaim all warranties, express and implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Vehicle and related goods and services is with the Purchaser. <input type="checkbox"/> WITH THE FOLLOWING USED MOTOR VEHICLE LIMITED WARRANTY: <input type="checkbox"/> Less than 36,000 miles, the warranty is for 60 days or 2,500 miles, whichever comes first. <input type="checkbox"/> 36,000 to 74,999 miles, the warranty is for 30 days or 1,000 miles, whichever comes first. Please see attached Used Motor Vehicle Limited Warranty. Any implied warranties are limited in duration to the term of the Limited Warranty. <input type="checkbox"/> OTHER:	OTHER GOODS/SERVICES:	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A

TRADE-IN VEHICLE INFORMATION	TITLE TECH SURCHARGE	2.25	TOTAL	48824.00
YEAR: N/A	REGISTRATION TAX	700.00	LESS TRADE-IN ALLOWANCE (-)	N/A
MAKE: N/A	PLATE FEE	15.50	TRADE DIFFERENCE	48824.00
MODEL: N/A	PUBLIC SAFETY VEHICLE FEE	3.50		N/A
COLOR: N/A	TRANSFER TAX	N/A	MOTOR VEHICLE SALES TAX	N/A
ODOMETER READING: N/A	TITLE/TRANSFER FEE	8.25	SERVICE CONTRACT	N/A
VIN#: N/A	STATE/DEPUTY FILING FEE	11.00	DOCUMENT ADMINISTRATION FEE	125.00
LICENSE PLATE: N/A	LIEN RECORDING FEE	N/A	WHEELAGE TAX	20.00
STATE: N/A			TOTAL LICENSE & FEES	760.50
EXP. DATE: N/A			SUBTOTAL	52883.06
LIENHOLDER:			LESS CASH SUBMITTED WITH ORDER (-)	N/A
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES <input type="checkbox"/> NO <input type="checkbox"/>			PLUS BALANCE OWING TO LIENHOLDER ON TRADE-IN (+)	N/A

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS
 IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION
 *Documentary Service Fee: This fee may be charged by the Dealership for preparing, handling, and processing documents relating to the closing of a sale. This fee is not an official fee, is not required by law, and may result in a profit for the Dealership. This Fee may not exceed \$100.00.

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not be binding until signed and accepted by an Authorized Dealership Representative.

Purchaser: *Anthony S* Date: 01/31/2023

Accepted by Authorized Dealership Representative: _____ Date: 01/31/2023

Purchaser: N/A Date: _____

Print Name: _____

DealerCAP

CATALOG #8933277
 64995*1*MARRED-FI

ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Initial

1. **Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
 - **Agreement** - Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
 - **You, Your** - Means the Purchaser(s) identified in this Agreement.
 - **We, Us, Our** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
 - **Manufacturer** - Means the company that manufactured the Vehicle.
 - **Vehicle** - Means the Vehicle that you are purchasing from us as described in this Agreement.
 - **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
4. **Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check given to us will be honored by your Bank, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
8. **Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified or pursuant to Paragraphs 2, or 7. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
9. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; (6) seek collection for the amount of any actual damages we incur due to your default, including: sales taxes, title and registration fees or similar governmental charges, a reasonable allowance for excessive wear and tear and a deduction for personal use of Vehicle; and/or (7) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
10. **Security Agreement:** Purchaser hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories to be purchased pursuant to this Agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.
11. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
12. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
13. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY):** The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. **SPANISH TRANSLATION: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.**
14. **GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA.**
15. **LIMIT ON DAMAGES: TO THE EXTENT PERMITTED BY MINNESOTA LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
16. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.



REQUEST FOR BOARD ACTION

Requested Board Date:	2/1/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Authorization to purchase Chevy 1500 Silverado		estimated time needed:	5 mins
Board Action:			
<input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Board authorization to purchase Chevy 1500 Silverado from Marthaler for \$43,440.

Background Information:

The truck will be an addition to the fleet to serve the additional engineering technician, or if the position remains unfilled, replace one of the 6 existing maintenance trucks that will have over 200,000 miles by the end of 2022.

A second quote was obtained from Wheelborg Ford for \$50,546 each. Fleet discounts are no longer available for 2022 F-150 models.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



Preview Order 4068 - W1E - 4x4 SuperCrew: Order Summary Time of Preview: 01/10/2022 11:49:36

Dealership Name: Weelborg Ford, Inc.

Sales Code: F58665

Dealer Rep. joel read	Type	Stock	Vehicle Line F-150	Order Code 4068
Customer Name	Priority Code 80		Model Year 2022	Price Level 225

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW - 157	\$47870	7150# GVWR PACKAGE	\$0
157 INCH WHEELBASE	\$0	CV LOT MANAGEMENT	\$0
OXFORD WHITE	\$0	FRONT LICENSE PLATE BRACKET	\$0
CLOTH 40/20/40	\$0	BRIGHT POLISHED STEP BARS	\$0
MEDIUM DARK SLATE	\$0	50 STATE EMISSIONS	\$0
EQUIPMENT GROUP 302A	\$5675	LINER-TRAY STYLE-NO CARPET MAT	\$0
.XLT SERIES	\$0	ONBOARD 400W OUTLET	\$0
.ELECTRONIC AUTO TEMP CONTROL	\$0	CLASS IV TRAILER HITCH	\$0
.SIRIUS XM W/ 360L	\$0	MIRROR MAN FOLD W/POWER GLASS	\$0
.SYNC 4 W/ENHANCED VOICE RECOGN	\$0	FX4 OFF-ROAD PACKAGE	\$1005
.LED SIDE-MIRROR SPOTLIGHTS	\$0	.SKID PLATES	\$0
.REMOTE START SYSTEM	\$0	EXTENDED RANGE 36GAL FUEL TANK	\$445
.XLT CHROME APPEARANCE PACKAGE	\$0	INTEGRATED TRAILER BRAKE CONT	\$275
.18" CHROME-LIKE PVD WHEELS	\$0	FLEX FUEL VEHICLE	\$0
5.0L V8 ENGINE	\$0	FUEL CHARGE	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	PRICED DORA	\$0
275/65R18 85W ALL-TERRAIN TIRE	\$0	ADVERTISING ASSESSMENT	\$0
3.31 ELECTRONIC LOCK RR AXLE	\$0	DESTINATION & DELIVERY	\$1695

*Joel Read
Weelborg Ford*

TOTAL BASE AND OPTIONS	MSRP	\$56965
XLT HIGH CHRMR OR SPRT		\$-2000
TOTAL		\$54965

Fleet ^{but} _{not} \$40,515-
Available

\$50,546. + Den.
+ Den.
+ Den.

Customer Name: _____ Customer Email: _____
 Customer Address: _____ Customer Phone: _____

 Customer Signature _____ Date _____
 This order has not been submitted to the order bank.
 This is not an invoice.

Anthony Sellner, P.E.
Redwood County Engineer
1820 East Bridge Street /P.O. Box 6
Redwood Falls, MN 56283
Phone: (507) 637-4056 Fax: (507) 637-4068



February 1, 2021

Marthaler Chevrolet
1300 E Bridge Street
Redwood Falls, MN 56283

RE: Chevy Silverado Pickup Purchase

Dear Justin,

On June 6, 2021 the Redwood County Board authorized the purchase of a replacement pickup truck for use by the Engineering Department. Marthaler quoted a 2021 Chevy 1500 Silverado in the amount of \$36,911. A second quote was obtained from Wheelborg Ford for a F-150 in the amount of \$37,025. The 2021 Chevy 1500 was no longer available for manufacture after the board meeting and the purchase had to be deferred until 2022 pricing was available.

New quotes were obtained in October 2021. Chevy priced a 2022 Chevy 1500 at \$39,500 and Ford priced a F-150 at \$39,782. Chevy remained the low quote and Marthaler is hereby selected as the supplier for the replacement truck.

On February 1, 2022 the Redwood County Highway Department was made aware by Marthaler Chevy that the previous truck build was no longer available by GM and that the previous price is no longer valid. The new price will be \$43,490, for a 157" wheelbase Chevy 1500, per quote CK10743 as attached. Wheelborg Ford does not have Fleet discounts available for similar models at this time.

If you have questions or would like to discuss, please call our office.

Sincerely,

Anthony J. Sellner, P.E.

Copy:

Paula Olson
Jeff Bommersbach

Enclosures:

Chevy and Ford Equipment Quotes from January 2022

Paula Olson
Accountant
Paula_o@co.redwood.mn.us

Robin Kokesch
Administrative Assistant
Robin_k@co.redwood.mn.us



Preview Order 4068 - W1E - 4x4 SuperCrew: Order Summary Time of Preview: 01/10/2022 11:49:36

Dealership Name: Weelborg Ford, Inc.

Sales Code: F58665

Dealer Rep. joel read	Type	Stock	Vehicle Line F-150	Order Code 4068
Customer Name	Priority Code 80		Model Year 2022	Price Level 225

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW - 157	\$47870	7150# GVWR PACKAGE	\$0
157 INCH WHEELBASE	\$0	CV LOT MANAGEMENT	\$0
OXFORD WHITE	\$0	FRONT LICENSE PLATE BRACKET	\$0
CLOTH 40/20/40	\$0	BRIGHT POLISHED STEP BARS	\$0
MEDIUM DARK SLATE	\$0	50 STATE EMISSIONS	\$0
EQUIPMENT GROUP 302A	\$5675	LINER-TRAY STYLE-NO CARPET MAT	\$0
.XLT SERIES	\$0	ONBOARD 400W OUTLET	\$0
.ELECTRONIC AUTO TEMP CONTROL	\$0	CLASS IV TRAILER HITCH	\$0
.SIRIUS XM W/ 360L	\$0	MIRROR MAN FOLD W/POWER GLASS	\$0
.SYNC 4 W/ENHANCED VOICE RECOGN	\$0	FX4 OFF-ROAD PACKAGE	\$1005
.LED SIDE-MIRROR SPOTLIGHTS	\$0	.SKID PLATES	\$0
.REMOTE START SYSTEM	\$0	EXTENDED RANGE 36GAL FUEL TANK	\$445
.XLT CHROME APPEARANCE PACKAGE	\$0	INTEGRATED TRAILER BRAKE CONT	\$275
.18" CHROME-LIKE PVD WHEELS	\$0	FLEX FUEL VEHICLE	\$0
5.0L V8 ENGINE	\$0	FUEL CHARGE	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	PRICED DORA	\$0
275/65R18 95W ALL-TERRAIN TIRE	\$0	ADVERTISING ASSESSMENT	\$0
3.31 ELECTRONIC LOCK RR AXLE	\$0	DESTINATION & DELIVERY	\$1695

*Joel Read
Weelborg Ford*

TOTAL BASE AND OPTIONS
XLT HIGH CHR M OR SPRT
TOTAL

MSRP
\$56965
\$-2000
\$54965

Fleet bid not available \$40,515-

\$50,546.75 less 4000

Customer Name: _____ Customer Email: _____
 Customer Address: _____ Customer Phone: _____

 Customer Signature _____ Date _____

*This order has not been submitted to the order bank.
This is not an invoice.*



REQUEST FOR BOARD ACTION

Requested Board Date:	6/1/2021	Originating Dept.:	Highway								
Preferred 2nd Date:	NEXT AVAILABLE										
Discussion Item:	<table border="1"> <tr> <td>Authorization to purchase Chevy 1500 Silverado</td> <td>Presenter:</td> <td colspan="2">Anthony Sellner, P.E.</td> </tr> <tr> <td></td> <td>estimated time needed:</td> <td colspan="2">5 mins</td> </tr> </table>			Authorization to purchase Chevy 1500 Silverado	Presenter:	Anthony Sellner, P.E.			estimated time needed:	5 mins	
Authorization to purchase Chevy 1500 Silverado	Presenter:	Anthony Sellner, P.E.									
	estimated time needed:	5 mins									
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only									

If Action, Board Motion Requested:

Board authorization to purchase Chevy 1500 Silverado from Marthaler for \$36,911.

Background Information:

This truck will be used by the engineering department. Currently the engineering department has 3 trucks used by 4 personnel. We are currently short one because the maintenance superintendent was assigned one of the trucks from engineering in 2020.

A second quote was obtained from Wheelborg Ford for \$37,025.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty text box for Administrator Comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



REQUEST FOR BOARD ACTION

Requested Board Date: 2/7/2023	Originating Dept.: Highway
Preferred 2nd Date: NEXT AVAILABLE	
Discussion Item: Approve crack fill material purchase	Presenter: Jeff Bommersbach, Asst Engineer
	estimated time needed: 5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Request board approval to purchase 24,000 pounds of Crafcro Roadmaster 515 from BrockWhite for their bid amount of \$0.74/pound.

Background Information:

Again this year the highway department will be filling cracks on our bituminous roadways. In past years we have used both the boxed and meltable package options. The upfront cost of the boxed material is cheaper but the purchase of the material in meltable packaging cuts labor costs for package opening/breakdown and increases the application hours each day making it more cost effective in the long run.

We received 3 bids on the crack fill material.
 MidStates- boxed \$0.659 meltable package \$0.7592
 Construction Materials Inc- boxed \$0.809
 Brock White- meltable package \$0.74

Brock White was the only company that submitted the material that was called out as the material requested to be quoted. As we have used this in the past. The department is used to working with this product and it has shown to be of high quality.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

BID OPENING RECORD

2023 Crack Fill Bid Opening 1/31/2023

BIDDER'S NAME	AMOUNT OF BID
Midstates Equipment & Supply	
WR Meadows 3405MN	Box \$0.659/lb
Maxwell Nuvo 3405 polyskin packing	No Box \$0.7592/lb
BrockWhite	
Crafco Roadsaver	Box \$0.68/lb
	No Box \$0.74/lb
Construction Materials, Inc	
Deery 3723	Box \$0.809/lb
	No Box

Anthony Sellner, P.E.
Redwood County Engineer
1820 East Bridge Street /P.O. Box 6
Redwood Falls, MN 56283
Phone: (507) 637-4056 Fax: (507) 637-4068



January 13, 2023

RE: Request for Quotes
Bituminous Crack Fill Material

Dear Supplier,

Redwood County requests quotes for 40,000 pounds of crack fill Roadsaver 515MN material manufactured by Crafc0 meeting MnDOT Specification 3723. Please submit your quote no later than January 27, 2023. Delivery due date is February 24, 2023.

Thank you for your anticipated interest in supplying these materials.

If you have questions or would like to discuss, please call our office.

Sincerely,

Anthony J. Sellner, P.E.

Enclosures:

MnDOT Specification 3723

Paula Olson
Accountant
Paula_o@co.redwood.mn.us

Robin Kokesch
Administrative Assistant
Robin_k@co.redwood.mn.us

Anthony Sellner, P.E.
Redwood County Engineer
1820 East Bridge Street /P.O. Box 6
Redwood Falls, MN 56283
Phone: (507) 637-4056 Fax: (507) 637-4068



3723 HOT-POURED, ELASTIC TYPE JOINT AND CRACK SEALER

3723.1 SCOPE

Provide hot-poured elastic type joint and crack sealer to seal joints and cracks in concrete and bituminous pavements, bridges, and other structures.

3723.2 REQUIREMENTS

Provide a sealant material meeting the following requirements:

- (1) Listed on the Approved/Qualified Products List <http://www.dot.state.mn.us/products/crackandjointmaterials/hotpourjointandcracksealers.html>; (
- (2) Composed of a combination of polymeric materials, fully reacted chemically to form a homogeneous compound;
- (3) When melted, ensure the sealant does not separate or settle and ensure the sealant does not contain a dispersed or settling component, and
- (4) Maintains a uniform consistency to seal joints and cracks without large air holes or discontinuities.

A. Physical Requirements

Provide sealant meeting the requirements of ASTM D 6690, Type II and the following modifications:

Test	Requirement
Cone penetration at 77 °F [25 °C], 150 g, 5 s	60 – 90 dmm
Bond at –20 °F [–29 °C], 3 cycles, 100% extension	No adhesion or cohesion bond failure after 3 cycles
Mandrel bend test at –29 °F [–34 °C], 1 in [25 mm] mandrel	No cracking
Resilience at 77 °F [25 °C]	≥ 40%

B. Packaging and Marking

Package and ship the sealant material in boxes no greater than 50 lb [23 kg]. Mark the containers with the following information:

- (1) Material name,
- (2) Manufacturer name,
- (3) Brand name,
- (4) Weight,

Paula Olson
Accountant
Paula_o@co.redwood.mn.us

Robin Kokesch
Administrative Assistant
Robin_k@co.redwood.mn.us

Anthony Sellner, P.E.
Redwood County Engineer
1820 East Bridge Street /P.O. Box 6
Redwood Falls, MN 56283
Phone: (507) 637-4056 Fax: (507) 637-4068



- (5) Batch number, and
- (6) Maximum heating temperature, as recommended by the manufacturer.

3723.3 SAMPLING AND TESTING

A Sampling

The Materials Engineer will perform tests on samples taken from the product proposed for use. Submit to the Engineer a manufacturer's Certificate of Compliance with each sealant batch.

B Methods of Test

B.1 Bond Test

Engineer will perform tests meeting the requirements of ASTM D 5329, except we will perform the bond test using sawed cement mortar blocks or asphalt HMA blocks (consistent with the pavement type) prepared using the methods found in the Laboratory Manual.

OR

B.2 Mandrel Bend Test ASTM D 522, Method B

The Materials Engineer will perform the Mandrel Bend Test at -29°F [-34°C] using a 1 in [25 mm] mandrel, bending the specimen 180° over 5 s. The Materials Engineer will prepare test specimens meeting the requirements of ASTM D 6690, Type II, Flow Test, and condition the specimens at -29°F [-34°C] for at least 4 h.

Paula Olson
Accountant
Paula_o@co.redwood.mn.us

Robin Kokesch
Administrative Assistant
Robin_k@co.redwood.mn.us



Combining To Better Serve You

Date Feb 1 2023

Quotation

BW Sales Rep Jason Harder

Customer Redwood County

Project Redwood County

Name _____

Name _____

Address _____

Address _____

City _____ State SD

City _____ State _____ Zip _____

Phone _____ Fax _____

Phone _____ Fax _____

Email _____

Quote valid through 30 Days for delivery prior to _____

BW Product #	Spec Ord	Quantity	UM	Price/Unit	Total
1	Crafco Roadsaver 515-Boxed	24,900	lb	\$0.600	\$14,940.00
2	<i>A/Son</i>				
3	Crafco Roadsaver 515 meltable package	24,900	lb	\$0.74	\$17,760.00
4					
5	Freight to Redwood County shop	452	miles	\$8.300	\$3,751.16
6	The freight will vary due to only being about a half load				
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17	**Due to volatility of market, prices good for 30 days, Brock				
18	White can withdraw quote anytime due to freight rate				
19	increases and or manufacture increases.**				

Taxes: Sales Tax or other taxes are not included.

Delivery: Unless other terms are noted, all material is FOB nearest Brock White branch. Customer to unload. All promises for delivery are estimated as closely as possible. Best efforts will be made to ship within time promised, but we make no guarantee to do so.

Payment Terms: Net 10th prox. Subject to approval of the Brock White's Credit Department. Brock White is a material supplier, not a subcontractor, we will not accept a contract calling for a retainer. A service charge of 1-1/2% per month will be added to all bills not paid in 30 days. This amounts to an annual service charge of 18% a year.

Field Measurement: By others

Other Terms: Brock White's standard terms and conditions apply, a copy of which will be provided upon request. This quote is subject to acceptance within 30 days, unless otherwise noted on the quote.

Non-Stock/Special Orders: Accepted with the understanding that cancellation cannot be made after the order has been placed. Excess material or material ordered by mistake may not be returned. Please request our return policy for additional information.

Anthony Selts
Accepted: _____

Date: _____ Jason Harder
Brock White Company

01/31/23
Date:

Thank you for your business!

For questions contact Darrin Nystrom 651-398-1740



CONSTRUCTION MATERIALS, INC.

6725 OXFORD STREET • MINNEAPOLIS, MN 55426 • PHONE: (952) 929-0431 • (800) 486-8456 • FAX: (952) 929-0737
580 WACONIA COURT SW • CEDAR RAPIDS, IA 52404 • PHONE (319) 366-6446 • (800) 747-6401 • FAX (319) 366-1712
5210 NE 17TH STREET • DES MOINES, IA 50313 • PHONE (515) 263-9006 • (800) 747-9006 • FAX (515) 263-8326

Bid Date: January 20th, 2023

To: Redwood County Highway Department

Project: County Stock

Location: Redwood Falls, MN

Materials Quotation

Deery 3723 Sealant MN: 24,000 lbs. @ \$0.809 per lb.

Part # 83723-3-MN1-WY56

Prices are firm for 14 days. Taxes are not included.

Freight is included to 1820 East Bridge Street, Redwood Falls, MN.

Receiving / Unloading truck is customers responsibility.

Customer must confirm order within 14 days of quote to avoid review and revising due to volatile market.

THE ABOVE QUANTITIES ARE APPROXIMATED, THIS QUOTATION DOES NOT INCLUDE SALES TAX.

Prices are F.O.B. project or as otherwise indicated and are subject to decrease or increase in freight rates. Rail delivery is nearest rail siding and truck delivery is job site as conditions permit. Performance of this proposal is contingent upon strikes, accidents, or other deterrents beyond our control. Taxes or other charges imposed under present or future laws shall be borne by the purchaser. The regulations of federal, state or local governments will prevail on all materials, deliveries or agreements.

MIDSTATES

EQUIPMENT & SUPPLY

606 County Rd. #1
Mountain Lake, MN 56159
Tel. (507) 427-3807
Fax (507) 427-3709
Toll Free 1-800-929-3807

January 20, 2023

Redwood County
Attn: Robin Kokesch
1820 East Bridge Street
PO Box 6
Redwood Falls, MN 56283

Robin,

Thank you for the opportunity to quote sealant for your asphalt maintenance needs. I have listed the price for the sealant you are interested in. **Keep in mind that you are responsible for paying any sales tax due in your own state.**

MnDOT Spec 3723 Sealant Quote

W.R. Meadows 3405 MN – (In Cardboard Boxes) meets the ASTM-D6690 Type II & III Spec with the following modification and is certified to meet the MNDOT 3723 Spec by the manufacturer and is MNDOT approved. This sealant is 100% elongation at -20 degrees.

- 23,760 lbs. for a half semi-load @ \$0.659/lb. = \$15,657.84 delivered price

Maxwell Nuvo 3405 with Polyskin Packaging meets the ASTM-D6690 Type II & III Spec with the following modification and is certified to meet the MNDOT 3723 Spec by the manufacturer and is MNDOT approved. This sealant is 100% elongation at -20 degrees.

- Estimated 24,000 lbs. for a half semi-load @ \$0.7592/lb. = \$18,220.80 delivered price
- *pounds are approximate – actual pounds will depend on actual amount shipped
*Maxwell pallet weights vary from 2,100 – 2,450 lbs. per pallet

Maxwell's PolySkin goes directly from the pallet into the melter and has no packaging to remove or paper waste to dispose of.

W. R. Meadows is a premier sealant, just like Maxwell Products, and they were one of the first companies to be on the MN State approved list. We wanted to give you another option if you wanted cardboard.

****Special Terms relating to the Hot Pour Sealant – Net 30 Days.** If the balances are not paid in full within 30 days, a 2% charge will be added to the invoice totals. Again, this year we are being charged from our Material manufacturers a 2% fee if our invoices are not paid in full within 30 days, therefore we are passing it on to our customers as well. Please notify your Accounting Dept. so they are aware of the following terms.

TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 30 days of date of invoice. Owner further agrees that Midstates Equipment & Supply may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorney's fees (if any attorney is retained for collection) shall be added to the unpaid balance. Midstates Equipment & Supply reserves the right, without penalty from Owner, to stop service or shipment if the Owner does not make payments to Midstates Equipment & Supply when due. This Proposal/Contract may be withdrawn by Midstates Equipment & Supply if not accepted within 30 days, or at any time, subject to increases related to material prices as noted above.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal may be withdrawn if not accepted within 30 days.

Date of Acceptance _____


PO# _____

Signature _____

Signature _____

If you have any questions, please do not hesitate to call.

Sincerely,


Duane A. Hooge

MIDSTATES EQUIPMENT & SUPPLY

DAH/ab

Redwood County Sealant Quote – January 2023

Information needed when ordering:

Delivery Address: _____

Delivery Days/Hours: _____

Contact Name: _____

Contact Number: _____

Redwood County Board of Commissioners

403 South Mill Street

P.O. Box 130

Redwood Falls, MN 56283

Phone: (507)8637-4016 Fax: (507)637-4017

redwoodcounty-mn.us



REDWOOD COUNTY DRAINAGE AUTHORITY

WHEREAS, Various Joint County Drainage system accounts have insufficient funds to pay the expenses incurred in maintaining the efficiency of the drainage systems; and **WHEREAS**, Minnesota State Statutes 103E.655, Subdivision 2 provides that the County Drainage Authority may transfer funds from other drainage system accounts under its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, That the Redwood County Drainage Authority authorizes temporary transfers of \$2,376,586.42 as of 12/31/22 from various drainage systems and the general fund to the following drainage accounts:

Table with 3 columns of drainage accounts and their corresponding negative values. Total for each column is -371,331.53, -373,611.02, and -1,631,643.87 respectively.

The motion for the adoption of the foregoing resolution was made by Commissioner _____ and was seconded by Commissioner _____ and upon vote being taken thereon, the following voted "Aye"; _____, _____, _____, _____ and _____; and the following voted "Nay", _____; and the following were Absent: _____; whereupon, the resolution was duly passed and adopted.

Adopted this 7th Day of February, 2023

Vicki Kletscher, County Administrator

Jim Salfer, Board Chair

1st District
Rick Wakefield
P.O. Box 473
Walnut Grove MN 56180
(507)859-2369
rick_w@co.redwood.mn.us

2nd District
John Salfer
865 Pine Street
Wabasso MN 56293
(507)342-2431
jim_s@co.redwood.mn.us

3rd District
Dennis Groebner
250 Center Street
Clements MN 56224
(507)692-2235
Dennis.Groebner

4th District
Bob Van Hee
503 Fallwood Road
Redwood Falls MN 56283
(507)616-1000
bob_v@co.redwood.mn.us

5th District
Dave Forkrud
P.O. Box 235
Belview MN 56214
(507)430-1907
dave_f@co.redwood.mn.us



REQUEST FOR BOARD ACTION

Requested Board Date:	February 7, 2023	Originating Dept.:	Admin/AT
Preferred 2nd Date:			
Discussion Item:		Presenter:	
Approve 2022 Audit Engagement		estimated time needed:	
Board Action:	<input type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve the Engagement of the Office of the State Auditor of the State of MN for the 2022 Auditing services

Background Information:

Audit Scope of services outlined in attached letter

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



Julie Blaha
State Auditor

January 16, 2023

Jean Price, County Auditor/Treasurer
Redwood County
403 South Mill Street
Redwood Falls, Minnesota 56283

Members of the Board of Commissioners
County Administrator
Redwood County

We are pleased to confirm our understanding of the services we are to provide pursuant to Minnesota Laws for Redwood County for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Redwood County as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Redwood County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Redwood County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedules for the General Fund, Road and Bridge Special Revenue Fund, Human Services Special Revenue Fund, Solid Waste Special Revenue Fund, and the Ditch Special Revenue Fund
- Schedule of Changes in Total OPEB Liability and Related Ratios – Other Postemployment Benefits
- PERA retirement plan schedules
- Notes to the Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies Redwood County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the basic financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Budgetary Comparison Schedule for the Debt Service Fund
- Combining fiduciary fund financial statements
- Schedule of intergovernmental revenue
- Schedule of expenditures of federal awards and related notes

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the legal provisions of the *Minnesota Legal Compliance Audit Guides*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to report in conformity with the provisions of the *Minnesota Legal Compliance Audit Guides*. As part of audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever

for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical evidence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Risk of management override of controls.
- Risk of misclassification or misstatement of receivables, unavailable revenues, unearned revenue and related revenues, or contracts payable.
- Risk that the appropriate financial statement disclosures will not be made or will be made incorrectly.

Please note that our audit planning is still in progress, and modifications may be made. We will inform you of any changes in significant risks as we conduct our planning of the audit.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Redwood County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Redwood County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Redwood County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

If assistance is needed in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Redwood County, we will assist with the preparation in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on the information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming

management responsibilities. The County understands this will result in additional costs and agrees to pay for these services.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide. If you are unable to prepare the information needed for the financial statements, schedule of expenditures of federal awards, or related notes, or if the completion schedule varies significantly, we will, based on our staffing availability, provide the additional nonaudit services necessary to assist in the preparation of your draft financial statements, schedule of expenditures of federal awards, and related notes, in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on management's chart of accounts and other information determined and approved by management. You will be required to acknowledge in the management representation letter our assistance, if any, with preparation of the financial statements, schedule of expenditures of federal awards, and related notes, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Furthermore, you agree to oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

We will provide clerical assistance consisting of typing, formatting, and printing and/or binding the financial report.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (a) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and

completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (b) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (c) additional information that we may request for the purpose of the audit; and (d) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters required by auditing standards generally accepted in the United States of America, Government Auditing Standards, and the Uniform Guidance.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings, if applicable, should be available for our review.

With regard to using or making reference to the auditor's report or the audited financial statements in a document other than your annual financial report, including bond offering official statements, you understand that prior to issuing the document you must provide the document to us. We will read and consider if any material inconsistencies or material misstatements of fact exist between the document and the auditor's report or audited financial statements. These services do not constitute an assurance engagement on other information. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for providing us with the other document. The County understands that this will result in additional costs and agrees to pay for these services.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written management representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written management representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing us with report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement-Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide your governing body, management, related organization representatives, and, if applicable, nonfederal grantor entities with copies of our reports. Management is responsible for all other distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the Minnesota Office of the State Auditor and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained, pursuant to our record retention plan, for a period of ten years after the date the auditor's report is issued. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact those contesting the audit finding for guidance prior to destroying the audit documentation. We will be available throughout the year to answer questions, provide assistance, or assist you in implementing any of our recommendations.

Our fees are based on standard hourly rates plus travel and any out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Auditing procedures are planned to be conducted remotely, to the extent possible. Periodic progress billings will be sent to you. The condition of your records and the assistance you are able to provide us affects both the timeliness and cost of the audit.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract when requested by you. Our 2021 peer review report can be found on our website at www.osa.state.mn.us.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing body of Redwood County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (a) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (b) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Redwood County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please contact me at (651) 296-6280 or Amy.Thomas@osa.state.mn.us, or Stephanie Erickson, Audit Manager, at (651) 297-7106 or Stephanie.Erickson@osa.state.mn.us. If you agree with the terms of our engagement as described in this letter, please sign where provided below and return it to us.

Sincerely,



Amy Thomas, CPA, Audit Director

Approved: This letter correctly sets forth the understanding of Redwood County.

Chair, Board of Commissioners

Date

County Administrator

Date

County Auditor/Treasurer

Date



REQUEST FOR BOARD ACTION

Requested Board Date: 02/07/2023	Originating Dept.: Sheriff's Office
Preferred 2nd Date:	
Discussion Item:	Presenter: Jason Jacobson
Advanced Correctional Healthcare contract approval	estimated time needed: 5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Approve contract for Advanced Correctional Healthcare to provide jail medical services.

Background Information:

- County board awarded bid to ACH at it's 01/17/23 meeting pending County Attorney approval of the contract.
- County Attorney approved on 01/26/23.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

BUSINESS ASSOCIATE AGREEMENT
REDWOOD COUNTY, MINNESOTA

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.

(b) Covered Entity. "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Redwood County Jail.

(c) HIPAA Rules. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

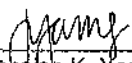
(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.

- (c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.
- (d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- (e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.
- (f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.
- (g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- (h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.
- (i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.
- (j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

BUSINESS ASSOCIATE

ADVANCED CORRECTIONAL HEALTHCARE, INC.




 Jessica K. Young, Esq., CCHP-A
 President & Chief Executive Officer

1/27/2023

 Date

COVERED ENTITY

REDWOOD COUNTY JAIL



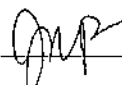
 Sheriff

1/27/23

 Date

Please complete and return via email to Contracts@advancedch.com

APPROVED AS TO FORM
 Redwood County Attorney

By: 

Date: 01.26.2023

**AGREEMENT FOR THE PROVISION OF HEALTH CARE
TO INCARCERATED PATIENTS
REDWOOD COUNTY, MINNESOTA**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Redwood, located in the State of Minnesota, through the Redwood County Sheriff in their official capacity (hereinafter referred to as "county"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), a Tennessee corporation.

**ARTICLE 1:
ACH**

- 1.1 BIOMEDICAL WASTE DISPOSAL. The county will pay for biomedical waste disposal services at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.2 DENTAL CARE. ACH will provide dental triage screenings. The county will pay for all costs associated with dental care.
- 1.3 ECTOPARASITES. For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county's request. The county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.4 ELECTIVE CARE. Elective care is defined as care which, if not provided, would not, in the opinion of ACH's prescriber, cause the patient's health to deteriorate. ACH will not pay for elective care for patients.
- 1.5 LABOR. Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.6 MEDICAL CLAIMS RE-PRICING. Upon the county's request, ACH will re-price medical claims through our third-party vendor, JAB Management Services. Once claims are received, JAB will calculate the applicable discount (if any) and confirm the integrity of the claim prior to returning to the county for payment. The monthly amount to be paid by the county to ACH for this service is to be 30% of the savings on the medical claim(s). (For example, if JAB re-prices a \$100 claim down to \$20, ACH will charge the county 30% of the \$80 JAB saved the county – \$24.) The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 1.7 MEDICAL SUPPLIES (DISPOSABLE). The county will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment), pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips.
- 1.8 MENTAL HEALTH FIRST AID (MHFA) TRAINING. Mental Health First Aid is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial

help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. ACH provides MHFA training free to your officers.

- 1.9 **MOBILE SERVICES.** Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. The county will pay for all costs associated with mobile services.
- 1.10 **MORTALITY AND MORBIDITY REVIEW.** The County acknowledges (a) that it is the responsibility of the County to obtain a review of any death in the facility (as appropriate) pursuant to any applicable statutes (if any), such as Minn. Stat. 241.021 (or any similar act or amendment of that act), (b) that ACH cannot perform such reviews for a facility where it provides medical services, and (c) that the cost of such reviews will be borne by the County.
- 1.11 **OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR).** The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.12 **OFF-SITE SERVICES.** Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing (including but not limited to covid testing), hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. The county will pay for any costs associated with off-site services.
- 1.13 **OTHER SERVICES AND EXPENSES.** ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.14 **PHARMACEUTICALS.** The county will pay for pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 1.15 **STAFFING.**
 - 1.15.1 **CANCELATIONS.** If the county cancels a worker with less than 24 hours' notice prior to the start of the worker's shift, then the county agrees to pay for the worker's shift.
 - 1.15.2 **CREDITS.** ACH pays its people well based on several factors including but not limited to experience in correctional healthcare. Therefore, ACH will not issue credits for differences in licensure; i.e., nurse practitioner vs. M.D., LPN vs. RN, etc. (For example, nurse practitioners are not necessarily paid less than M.D.s; LPNs are not necessarily paid less than RNs, etc.)

- 1.15.3 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), workers are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the worker to be "on call" during meal break(s) so that they may respond to an emergency, then the worker is considered to be "on duty" and the meal break(s) will be paid for by the county.
- 1.15.4 MEDICAL PRESCRIBER. A prescriber will visit the facility one time every 3 weeks (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A prescriber will be available by telephone to the facility and health care teams on an on-call basis, 7 days per week, 24 hours per day, 365 days a year. For onsite visits that fall on holidays, paid time off, or sick time, ACH endeavors to provide replacement onsite coverage, and if it is unable to do so, ACH and the county will negotiate a mutually agreeable remedy (such as crediting back 75% of the wages of the particular worker) (the other 25% pays for telephone on-call).
- 1.15.5 NURSING. ACH will provide on-site nursing coverage for 16 hours per week on a schedule approved by the county. ACH does not and will not put nurses on-call. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the worker is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular worker).
- 1.15.6 ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Upon the facility's request, ACH will provide a QMHP at the rate of \$150 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.
- 1.15.7 TELEHEALTH. When agreed to between the county and ACH, providers may deliver patient care via telehealth.
- 1.16 TUBERCULOSIS (TB) TESTING. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies.

ARTICLE 2:
THE COUNTY

- 2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.
- 2.2 CO-PAY. Patients will be seen by the health care team regardless of their ability to pay.
- 2.3 COUNTY'S POLICIES, PROCEDURES. All policies, and procedures will at all times remain the property of the county and will remain at the facility. ACH may make recommendations to the county's health care policies and procedures. Those recommendations are made for the county's

consideration. ACH operates within the county's policies and procedures. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

- 2.4 CPR CARDS. ACH will not pay for CPR cards for county workers.
- 2.5 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.6 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's workers and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its workers and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.7 WORKER RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our workers and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit workers or independent contractors **and the county is specifically prohibited from doing the same**. If the county should hire any worker or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each worker or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.
- 2.8 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.
- 2.9 MEDICAL EQUIPMENT (DURABLE). The county pays for medical equipment. At the county's request, ACH will assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Medical equipment will be the property of the county.

- 2.10 **NON-MEDICAL CARE OF PATIENTS.** The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.11 **NURSING LICENSURE.** ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN). ACH does not and will not put nurses on-call.
- 2.12 **OFFICE EQUIPMENT (DURABLE).** The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.13 **OFFICE SUPPLIES (DISPOSABLE).** The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.14 **OFFICER TRAINING.** The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.15 **PREVENTATIVE SERVICES.** If the county requests preventative services (such as flu shots, covid vaccinations, etc.) for incarcerated patients or county workers, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.
- 2.16 **RECRUITING.**
- 2.16.1 **DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY.** ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented to them in order for the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.
- 2.16.2 **DECLINING TO FILL A POSITION AFTER ACH INCURS ADVERTISING AND RECRUITING COSTS.** ACH makes a significant investment in the advertising and recruiting of new applicants and acknowledges the county has final approval of the staffing level at the facility. As a result, ACH does not expect the county to decline to fill a position after ACH has incurred advertising and recruiting costs. If, during the term of this

agreement, ACH should begin advertising and recruiting for a position(s), and the county subsequently decides not to fill that position(s), the county agrees to pay ACH the actual costs of advertising and recruiting plus 30%.

- 2.17 SECURITY. The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, workers, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's workers and independent contractors regarding security/background clearance. Should the facility unreasonably withhold security clearance and/or withhold security clearance on an unreasonably high quantity of proposed staff, it places an excessive burden on ACH to staff the facility. In that case, ACH may hire Agency worker(s) to temporarily staff the facility, and the county agrees to pay the difference between the Agency rate(s) and ACH rate(s).
- 2.18 STAFFING. The county agrees that mental health services at the facility will be provided by the county and ACH has no responsibility under this agreement to provide mental health services at the facility. The parties further agree that the mental health team provided by the county will work cooperatively with ACH to effectively carry out the terms and conditions of this agreement. ACH will not be responsible for the training of the county's mental health team.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$119,999 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$9,999.92 to ACH during the term of this agreement. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 3.1.1 ELECTRONIC PAYMENTS. The county agrees to pay ACH electronically through the Automated Clearing House. If the county does not want to pay electronically, then the county agrees to pay an additional 2% per month charge. If the county believes it is statutorily exempt, please provide the statute citation.
- 3.1.2 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation and per diem rates (and any other contracted rates, including the on-call QMHP rate, for example) will be the rolling 12-month Consumer Price Index (CPI) for Medical Care or 7%, whichever is higher.
- 3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, ACH's health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS.

- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the patient ADP will be 17. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
- 3.3.2 PER DIEM. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.43 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.43 x 91)
- 3.3.3 RECONCILIATION. Any contract amount in arrears (or amount to be credited back to the county) will be settled through reconciliation on the first monthly invoice prepared after reconciliation. No credits will be issued after 90 days.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM. The term of this agreement will begin on _____, 2023 at 12:01 A.M. and will continue in full force and effect until January 31, 2026 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 3-year periods unless either party gives 30 days' written notice prior to the end of a term.
- 4.1.1 EMERGENT START-UP. It is understood and agreed that ACH was asked to start this project urgently. As a general rule, ACH has ~120 days to "start up" and transition a project. As a result, the parties agree to work together collaboratively for a successful transition, although "success" shouldn't be measured until on or about 6/1/23. Holiday and/or quick startups (less than 120 days between signed contract and startup date) require an additional fee of 2 weeks' contract price to mobilize extra startup team members, and the county agrees to pay this fee.
- 4.2 TERMINATION.
- 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.
- 4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 **ADVICE OF COUNSEL.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 **AUTHORITY.** The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.3 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The county and ACH agree that no party will require performance of any ACH or county worker, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should ACH be asked to provide substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.
- 5.4 **COUNTERPARTS; HEADINGS.** This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.
- 5.5 **EMAIL ACCOUNTS.** As a general rule, ACH will not provide frontline email accounts. If the county would prefer that ACH issue email accounts, then the county agrees to pay the additional costs for the licenses (i.e., in 2022, ~\$72/year per email account).
- 5.6 **ENTIRE AGREEMENT; AMENDMENT.** This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.7 **EQUAL EMPLOYMENT OPPORTUNITY.** It is the policy of ACH to provide equal employment opportunities to all workers and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.8 **EXCUSED PERFORMANCE.** In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and

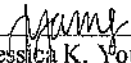
which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

- 5.9 **FILMING.** ACH does not consent to the filming of its workers for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Contracts@advanccdc.com. ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its workers against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.10 **FURTHER ACTS.** The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.11 **GOVERNING LAW.** This agreement will be governed by the laws of the State of Minnesota (without reference to conflicts of laws principles).
- 5.12 **INDEPENDENT CONTRACTORS.** ACH may engage certain health care professionals as independent contractors rather than workers. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with ACH ("health care team members") are not workers or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed.
- 5.13 **INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK).** ACH agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.
- 5.14 **MINNESOTA DATA PRACTICES ACT.** ACH understands it may be subject to the Minnesota Data Practices Act.
- 5.15 **NO GRANT OF RIGHTS.** Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.16 **NO RELATIONSHIP OR AUTHORITY.** The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county's behalf or in the county's name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.

- 5.17 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Redwood County Jail, 303 E. 3rd Street, P.O. Box 47, Redwood Falls, MN 56283; facsimile: 507-637-4007. To ACH: Advanced Correctional Healthcare, Inc., Attn: Legal, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067; facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.18 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.19 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.20 SUBCONTRACTING. ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training. For example, ACH subcontracts staffing to USA Medical & Psychological Staffing, LLC; behavioral health care to Freedom Behavioral Health, S.C.; EMR to Advanced Inmate Medical Management, LLC; and training to Spark Training, LLC.
- 5.21 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 5.22 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.




Jessica K. Young, Esq., CCHP-A
President & Chief Executive Officer

1/27/2023

Date

COUNTY OF REDWOOD, MINNESOTA



Sheriff

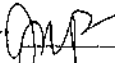
1/27/23

Date

Please complete and return via email to Contracts@advancedch.com.

If this contract is not returned to ACH by 2/13/23, the price will increase.

APPROVED AS TO FORM
Redwood County Attorney

By: 

Date: 01.26.2023



REQUEST FOR BOARD ACTION

Requested Board Date:	February 7, 2023	Originating Department:	Environmental
Preferred 2nd Date:			
Discussion Item:	Presenter: Nick Brozek		
Extraction Interim Use Permit #2-23	estimated time needed:	5 minutes	
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Following the recommendation of the Planning Commission, approval of Interim Use Permit Application #2-23 to operate a gravel pit, with conditions.

Background Information:

L & S Construction, on behalf of landowner Ryan & Megan Robinson, is seeking to permit a gravel pit in Section 32 North of Delhi Township. The site is currently grass cattle pasture and trees. Part of the wooded area includes an old un-reclaimed gravel pit of unknown age.

L & S is asking for a ten-year permit term, and plans to extract 37 acres, including the crushing and stockpiling area, which will be located in the old pit.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



REQUEST FOR BOARD ACTION

Requested Board Date:	February 7, 2023	Originating Department:	Environmental
Preferred 2nd Date:			
Discussion Item:	Presenter: Nick Brozek		
Conditional Use Permit #3-23	estimated time needed:	5 minutes	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Following the recommendation of the Planning Commission, approval of Conditional Use Permit Application #3-23 to construct a cellular communications tower, with conditions.

Background Information:

Verizon is seeking to construct a 250' self-supporting communications tower in Section 17 of Westline Township, about half a mile north of the City of Milroy. The proposed tower site is on farm land owned by Tim Christensen, on the west side of State Hwy 68. The tower will improve cell service for Verizon customers in the area, and will include space for additional cell service provider's equipment, should any be interested.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

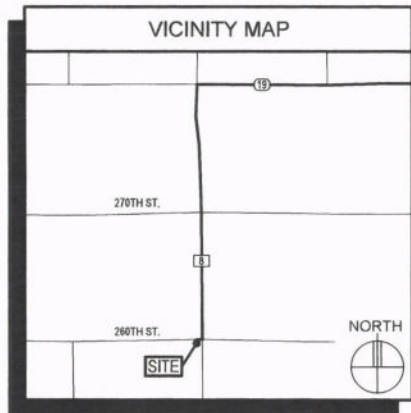
Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



MN08 MILROY NEW BUILD

PROJECT INFORMATION	
SITE NAME:	MN08 MILROY
SITE ADDRESS:	11956 - 260TH ST MILROY, MN 56263
COUNTY:	REDWOOD
LATITUDE:	N 44° 25' 38.82" (NAD83)
LONGITUDE:	W 95° 33' 19.10" (NAD83)
DRAWING BASED ON SITE DATA FORM DATED: 08-31-22	
CONSTRUCTION TYPE:	IB
SITE AREA:	100' x 100' = 10,000 S.F.



ISSUE SUMMARY		
REV	DESCRIPTION	SHEET/DETAIL
A	ISSUED FOR REVIEW 10-02-17	ALL
B	ISSUED FOR OWNER SIGNOFF 10-20-17	ALL
C	ISSUED FOR SLAB UPGRADE 05-16-18	ALL
0	ISSUED FOR BID/CONSTRUCTION 03-11-19	ALL
1	ADDITION OF C-BAND & NOTES 11-03-22	ALL

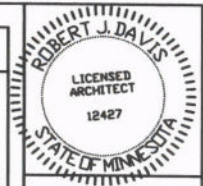
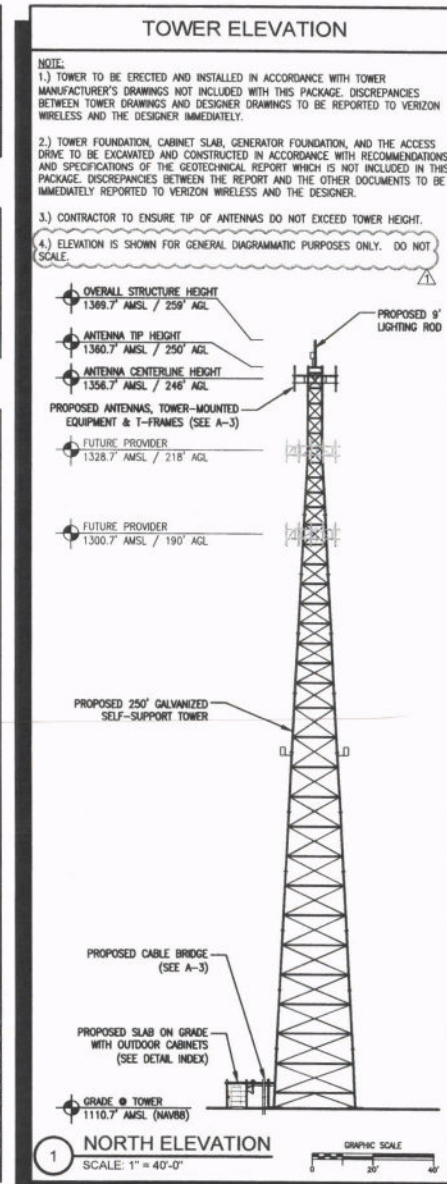
SHEET INDEX	
SHEET	SHEET DESCRIPTION
T-1	PROJECT INFORMATION, TOWER ELEVATION & SHEET INDEX
A-1	SITE PLAN & DETAIL INDEX
A-2	ENLARGED SITE PLAN
A-3	ANTENNA AND EQUIPMENT KEY, CABLE BRIDGE PLAN, ANTENNA MOUNTING DETAIL & PHOTOS
A-4	OUTLINE SPECIFICATIONS
G-1	GROUNDING NOTES
G-2	GROUNDING PLAN & GROUNDING DETAIL INDEX
U-1	SITE UTILITY PLANS & NOTES
-	SURVEY (2 SHEETS)

DEPARTMENTAL APPROVALS		
JOB TITLE	NAME	DATE
RF ENGINEER	JUSTIN GARTNER	10-10-17
OPERATIONS MANAGER	MICHAEL STUDDTMANN	10-03-17
CONSTRUCTION ENGINEER	ALEX HOLZINGER	10-03-17

LESSOR / LICENSOR APPROVAL		
SIGNATURE	PRINTED NAME	DATE
LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW		
<input type="checkbox"/> NO CHANGES. <input type="checkbox"/> CHANGES NEEDED. SEE COMMENTS.		

CONTACTS	
LESSOR / LICENSOR:	PATTI CHRISTENSEN PO BOX 87 MILROY, MN 56263 (507) 261-9600
LESSEE:	VERIZON WIRELESS 10801 BUSH LAKE ROAD BLOOMINGTON, MN 55438 CONSTRUCTION DEPT. (952) 946-4700
POWER UTILITY COMPANY CONTACT:	OTTER TAIL POWER PO BOX 496 215 S CASCADE STREET FERGUS FALLS, MN 56538-0496 JOE DOLD (800) 346-4920 (EXT. 6202)
TELCO UTILITY COMPANY CONTACT:	T.B.D.
DESIGNER:	DESIGN 1 OF EDEN PRAIRIE, LLC 9973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 903-9299
SURVEYOR:	WDMSETH SMITH NOLTING 610 FILLMORE STREET - PO BOX 1028 ALEXANDRIA, MN 56308-1028 320-762-8149
STRUCTURAL ENGINEER:	N/A
GEOTECHNICAL ENGINEER:	AMERICAN ENGINEERING TESTING 550 CLEVELAND AVENUE NORTH ST PAUL, MN 55114 JAY BREKKE, PE (651) 659-9001

NOTES:
 1. NO STRUCTURAL DESIGN FOR THE TOWER, MOUNTS OR FOUNDATION HAVE BEEN PERFORMED AS PART OF THESE DRAWINGS. THE STRUCTURAL DESIGN FOR THE TOWER, MOUNT AND FOUNDATION ARE BY THE TOWER SUPPLIER AND SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF THE PROJECT.
 2. THE STRUCTURAL DESIGN FOR THE MOUNTS SHALL BE PER THE VERIZON NETWORK STANDARD NSTD-445. ALL LOADING AND DESIGN SHALL BE PER THE TA-222-H STANDARD.
 3. THE DESIGNER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OF THE ACCURACY OF THE STRUCTURAL ANALYSES AND THE PERFORMANCE OF THE COMPLETED CONSTRUCTION AS SHOWN ON THESE DOCUMENTS AND THE STRUCTURAL ANALYSES.



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 Architect under the laws of the state of MINNESOTA, ROBERT J. DAVIS, Reg. No. 12427

Signed: *Robert J. Davis*
 Date: 11/03/2022

DESIGN 1

9973 VALLEY VIEW RD.
 EDEN PRAIRIE, MN 55344
 (952) 903-9299
 WWW.DESIGN1EP.COM



PROJECT
 20141070225
 LOC. CODE: 412906

MN08 MILROY

11956 - 260TH ST
 MILROY, MN 56263

SHEET CONTENTS:	
CONTACTS	
ISSUE SUMMARY	
SHEET INDEX	
DEPARTMENTAL APPROVALS	
LESSOR APPROVAL	
PROJECT INFORMATION	
VICINITY MAP & LOCATION SCAN	
TOWER ELEVATION	
DRAWN BY:	JEF/JP
DATE:	09-19-17
CHECKED BY:	TRB
REV. A	10-02-17
REV. B	10-20-17
REV. C	05-16-18
REV. D	02-22-19
REV. 0	03-11-19
REV. 1	11-03-22

T-1

AFFIDAVIT OF SERVICE VIA U.S. MAIL

STATE OF MINNESOTA)
) ss
COUNTY OF REDWOOD)

RE: *Application for Conditional Use Permit* submitted by Tate Brandt of Design 1 of Eden Prairie, LLC as agent for Verizon Wireless o/b/o landowner Tim Christensen; Permit Application No. 2-23

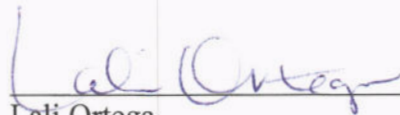
I, Lali Ortega, a person not less than eighteen (18) years of age, being first duly sworn upon oath, hereby state a copy of the following:

- 1. Notice of Public Hearing on *Application for Conditional Use Permit*; and**
- 2. Notice of Public Hearing**

were duly served upon:

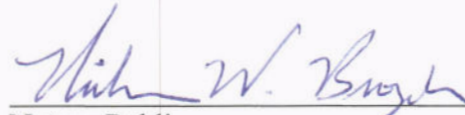
-SEE ATTACHED-

by enclosing a copy of the same in an envelope, with postage prepaid, and depositing said envelope in a United States Postal Service mailbox located at Redwood Falls, Minnesota on the 19th day of January, 2023.

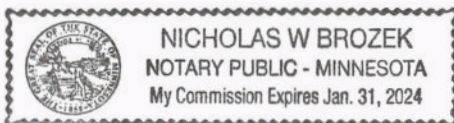


Lali Ortega
Environmental Administrative Assistant

Subscribed and sworn to before me, a Notary Public, on this 19th day of January, 2023, by Lali Ortega.




Notary Public





TO: Whom It May Concern

FROM: Nick Brozek 
Land Use and Zoning Supervisor
Redwood County Environmental Office

DATE: January 18th, 2023

RE: Notice of Public Hearing on Application for Conditional Use Permit

Please find enclosed a *Notice of Public Hearing* regarding an *Application for Conditional Use Permit* filed by Tate Brandt of Design 1 of Eden Prairie LLC, as agent for Verizon Network Operations, o/b/o landowner Tim Christensen, pursuant to Redwood County Code of Ordinances, Title XV, Sections 153.446 and 153.381. Verizon is proposing to construct a 250 foot self-supporting telecommunications tower (259 foot overall height including lightning rod) on the following described property, situated in the County of Redwood, State of Minnesota, to wit:

The Northeast Quarter (NE1/4) and part of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) lying north of the railroad, in Section 17, Township 11 North, Range 39 West, Westline Township.

A public hearing thereon will be held before the Redwood County Planning Commission at the Planning Commission meeting scheduled at 1:00 o'clock p.m. on Tuesday, the 31st day of January, 2023, at the Board Room of the Redwood County Government Center located at 403 South Mill Street, Redwood Falls, MN 56283.

Pursuant to Redwood County Zoning Ordinance, all property owners of record within five hundred (500) feet of the incorporated areas and/or one-quarter (1/4) of a mile of the affected property or the ten (10) properties nearest to the affected property, whichever would provide notice to the greatest number of landowners in the unincorporated areas, the township in which the affected property is located, and all municipalities within two (2) miles of the property are required to be notified in writing of the time and place of the public hearing.

If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office and/or attend the public hearing at the time and date set forth in the *Notice of Public Hearing*.

Enclosure

Cc: Tate Brandt
Tim Christensen

PROOF OF PUBLICATION

RECEIVED
JAN 19 2023
REDWOOD COUNTY
ENVIRONMENTAL OFFICE

AFFIDAVIT OF PUBLICATION: #762780

STATE OF MINNESOTA, COUNTY OF REDWOOD

The Redwood Falls Gazette has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspapers' known office of issue is located in Brown, Chippewa, Lyon, Polk, Redwood, Watonwan & Yellow Medicine counties. The newspapers comply with the conditions in §580.033, subd. 1, clause (1) or (2). If the newspaper known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

The affixed notice appeared in said newspaper on the following issues:

01/19/2023

Sworn to and subscribed before on 01/19/2023.

Kathy Malm

Authorized Agent


Leanne Kaufenberg

Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Publication Cost: \$98.90
Order No: 762780
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

 LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

NOTICE OF PUBLIC HEARING

An Application for Conditional Use Permit has been filed by Tate Brandt of Design 1 of Eden Prairie LLC, as agent for Verizon Network Operations, o/b/o landowner Tim Christensen, pursuant to Redwood County Code of Ordinances, Title XV, Sections 153.446 and 153.381. Verizon is proposing to construct a 250 foot self-supporting telecommunications tower (259 foot overall height including lightning rod) on the following described property, situated in the County of Redwood, State of Minnesota, to wit:

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A public hearing thereon will be held before the Redwood County Planning Commission at the Planning Commission meeting scheduled at 1:00 o'clock p.m. on Tuesday, the 31st day of January, 2023, at the Board Room of the Redwood County Government Center located at 403 South Mill Street, Redwood Falls, MN 56283.

If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023 or in writing at Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283.

DATED: January 12th, 2022

/s/ Nicholas W. Brozek
Land Use and
Zoning Supervisor
Redwood County
Environmental Office
January 19, 2023

762780

Affidavit of Publication

State of Minnesota)
) SS.
County of Renville)

RECEIVED
JAN 24 2023
REDWOOD COUNTY
ENVIRONMENTAL OFFICE

NOTICE OF PUBLIC HEARING

An Application for Conditional Use Permit has been filed by Tate Brandt of Design 1 of Eden Prairie LLC, as agent for Verizon Network Operations, o/b/o landowner Tim Christensen, pursuant to Redwood County Code of Ordinances, Title XV, Sections 153.446 and 153.381. Verizon is proposing to construct a 250 foot self-supporting telecommunications tower (259 foot overall height including lightning rod) on the following described property, situated in the County of Redwood, State of Minnesota, to wit:

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If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023 or in writing at Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283.

DATED: January 12th, 2022
/s/ Nicholas W. Brozek
Land Use and Zoning Supervisor

Redwood County Environmental Office
Published in the Standard-Gazette & Messenger January 18, 2023.

Denise Bonsack, being first duly sworn, on oath states as follows:

1. I am the publisher of the Standard-Gazette & Messenger, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

Wed, January 18, 2023

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows:

\$7.50

5. Mortgage Foreclosure Notices [Effective 7/1/15]. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Renville County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

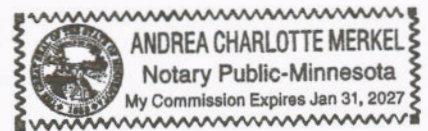
Denise Bonsack

[Signature]

Subscribed and sworn to before me on this 18th day of January 2023

Andrea Merkel

Notary Public





REQUEST FOR BOARD ACTION

Requested Board Date:	February 7, 2023	Originating Department:	Environmental
Preferred 2nd Date:			
Discussion Item:	Presenter: Nick Brozek		
JD 36 R&B - Phase 2 - Bid documents	estimated time needed:	10 minutes	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve advertisement and bids for Phase 2 of the JD 36 FEMA project.

Background Information:

The advertisement for bids will be posted on-line on February 7 and published in the Redwood Gazette on February 16. A pre-bid meeting with contractors will be scheduled for February 22. Bids will be opened on February 28.

Phase 1 of the project is substantially complete. Some cleanup, leveling, and seeding is planned for the spring.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Project Manual For

Redwood County FEMA Ditch Project

Phase 2 – Ditch Repair JD 36

Prepared for:

Redwood County



February 2023

Stantec Project No. 227704406

SECTION 00 01 10
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Division 00 – Procurement and Contracting Requirements

- Section 00 01 05 – Professional Certifications
- Section 00 01 10 – Table of Contents
- Section 00 11 13 – Advertisement for Bids
- Section 00 21 13 – Instructions to Bidders
- Section 00 41 00 – Bid Form
- Section 00 43 13 – Bid Bond Form
- Section 00 45 19 – Affidavit of Authority and Non-Collusion
- Section 00 45 49 – Responsible Contractor Law
- Section 00 51 00 – Notice of Award
- Section 00 52 00 – Agreement Form
- Section 00 55 00 – Notice to Proceed
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- Section 00 62 76 – Application for Payment Form
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- Section 01 25 00 – Substitution Procedures
- Section 01 31 00 – Project Management and Coordination
- Section 01 33 00 – Submittal Procedures
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- Section 01 41 00 – Regulatory Requirements
- Section 01 42 00 – References
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- Section 01 50 00 – Temporary Facilities and Controls
- Section 01 55 00 – Site Access and Storage
- Section 01 55 26 – Traffic Control
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Not Used

Division 31 – Earthwork

- Section 31 23 00 – Excavation and Fill
- Section 31 37 00 – Riprap

Division 32 to 48

Not Used

Project No. 227704406

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00 01 10-1

Appendices

Appendix A: Site Maps, Schematic and Photos

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

Redwood County FEMA Ditch Project – Phase 2 – Ditch Repair JD 36

NOTICE TO CONTRACTORS

Sealed Bid Proposals will be received by the Redwood County at the Auditor/Treasurer office within the Redwood County Government Center, 403 South Mill Street, Redwood Falls, Minnesota 56283, until 10:00 a.m., Tuesday, February 28, 2023, at which time such bids will be publicly opened and read aloud.

The work is required to repair sites along Judicial Ditch 36 that were damaged by heavy rains in 2018 and 2019. Repairs will consist of supply and delivery of riprap, ditch slope repair and placement of riprap. This advertisement is for ditch slope repair and placement of riprap.

The work, in accordance with Drawings and Specifications prepared by Stantec Consulting Services Inc., consists of the following major items of work:

68,990 lineal feet of ditch slope repair and placement of 49,373 tons of delivered riprap, 100-percent (by weight) of riprap delivered sized as class III and using material on site. Resloping of ditch face above riprap install required as needed as identified by specific site.

Together with traffic control and other related appurtenances.

Delivery of class III riprap will be bid separately. Hydroseeding of sites will be bid separately at a later date.

An optional Pre-bid meeting is scheduled at Redwood County Government Center (403 South Mill Street, Redwood Falls, MN 56283) for 10:00 a.m. February 22, 2023. The Pre-bid meeting will be followed with a site visit to a damaged ditch location. Information regarding each of the 488 sites will be shared at the pre-bid meeting including but not limited to specific site location within each of the Township sections, length of repair and total tons of riprap. Attendance is not required but is encouraged.

Each bid proposal shall be accompanied by a "Bid Security" in the form of a certified check made payable to the "Redwood County" (OWNER) in the amount not less than five percent (5%) of the total bid, or a surety bond in the same amount, running to the OWNER, with the surety company thereon duly authorized to do business in the State of Minnesota. Such Bid Security to be a guarantee that the bidder will not, without the consent of the OWNER, withdraw their bid for a period of sixty (60) days after the opening of bids, and if awarded a contract, will enter into a contract with the OWNER; and the amount of the certified check will be retained or the bond enforced by the OWNER in case the bidder fails to do so. All bid securities except those of the three lowest bidders will be returned within five days after the opening of bids.

Eligible Bidders for this project must meet the Minimum Criteria as defined in the Section 00 45 49 Responsible Contractor Law in accordance with Minnesota Statutes § 16C.285, subdivision 3, and additional criteria required by the OWNER.

Bid Proposals shall be submitted on forms furnished for that purpose. Bids shall be submitted in sealed envelopes in accordance with the Instructions to Bidders. No bidder shall withdraw their bid, without the consent of the OWNER, for the period of days indicated above after the date for the opening thereof. The OWNER, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies. A work history detailing qualifications and past experience must be provided upon request.

READ CAREFULLY THE WAGE SCALES AND DIVISION A OF THE SPECIAL PROVISIONS AS THEY AFFECT THIS PROJECT

The Project Manual is available on QuestCDN (www.questcdn.com). You may download the digital plan documents for \$25.00 by inputting Quest Project #8368823 on the website's project search page. Please contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

The Project Manual is also on file for inspection at Redwood County Government Center, 403 South Mill Street, Redwood Falls, MN 56283.

Direct inquiries to Tom Berry at thomas.berry@stantec.com.

Nick Brozek, Land Use and Zoning Supervisor
Redwood County

PUBLISHED: QuestCDN.com: February 8, 2023
Redwood Gazette: February 16, 2023

SECTION 00 21 13
INSTRUCTION TO BIDDERS

Forms included in the Contract Documents are not to be detached, filled out, or executed. Separate copies of Bid Form are furnished for the purpose of submission of bids. In submitting a Bid, bidders shall comply with the following instructions that shall control as to the submission of bids.

1. SCOPE OF BIDDING: The intent of the Contract Documents is to prescribe a complete project of work or improvement. The Contract shall be based upon and include by reference the Contract Documents, and all addenda as herewith provided; all bids must be based upon a full compliance of the Contract Documents. Should there be some item or items not shown on the Drawings or described in the Specifications which are required for the Work, these items and the furnishing of all related labor, materials and equipment shall be considered incidental to the Work and no additional compensation will be provided.
2. DETERMINATION OF APPROVED EQUALS AS TO EQUIPMENT AND MATERIALS: Certain types of equipment and kinds of material are described in the specifications by means of trade names and catalog numbers and/or manufacturers' names. In each instance where this occurs it is not intended to exclude from consideration such types of equipment and kinds of material bearing other trade names, catalog numbers and/or manufacturers' names, capable of accomplishing the purpose of the types of equipment and kinds of material specifically indicated. Such types of equipment and kinds of material will be acceptable to the OWNER if equivalence can be determined by ENGINEER.

Any types of equipment or kinds of material a Bidder proposes to use that are different than those specifically indicated in the Drawings or Specifications are, by definition, Substitutions and must be approved in writing by the ENGINEER and be agreed upon by the OWNER. In general, substitutions by CONTRACTOR should only be proposed where CONTRACTOR can provide a product that can meet the specified purpose and that equals or exceeds the specified quality, at a reduced cost to the OWNER, for which a Change Order can be written to pass the savings to the OWNER. However, no determinations regarding substitutions will be made until after Notice of Award, and Bidders should base their bid on the exact equipment that is specified.

3. BID SECURITY: Together with bidder's Bid Form, the Bidder shall submit Bid Security in the form of a certified check as specified in Advertisement for Bids (Section 00 11 13). The Bid Security shall be given to guarantee that the bidder will not, without consent of the OWNER, withdraw its Bid for the period of days as specified in Advertisement for Bids (Section 00 11 13), after the opening of bids and, if the successful bidder, that it will enter into a contract with the OWNER and in connection therewith give Performance Bond and Payment Bond in form as set forth in this Project Manual.

The Bid Securities of the three (3) lowest responsible bidders shall be retained by the OWNER until the contract is executed, but in no event longer than the number of days specified in Advertisement for Bids (Section 00 11 13) after the opening of bids, provided, however, that the Bid Security of the successful bidder shall in any event be retained until a contract is executed. The Bid Securities of

the other bidders shall be returned the number of days after the opening of bids as specified in Advertisement for Bids (Section 00 11 13).

4. PRE-BID MEETING: The pre-bid meeting information, if applicable, is included in Advertisement for Bids (Section 00 11 13).
5. ADDENDA: No oral interpretation will be made to any bidder as to the meaning of the Specification or of the Drawings incorporated therein by reference or otherwise. Every request for such an interpretation shall be made in writing to:

Tom Berry
Stantec Consulting Services Inc.
1 Carlson Parkway, Suite 100
Plymouth, MN 55447
Email: thomas.berry@stantec.com

Any inquiry received three (3) or more business days prior to time for opening of bids will be considered. Deadline for inquiry is Thursday, February 23, 2023 at 10 A.M. Every interpretation by the ENGINEER shall be in the form of an addendum that will be issued through the QuestCDN electronic bidding site, at least one (1) business day before the date for opening bids. Posted addendums by the ENGINEER will cease on Monday, February 27, 2023 at 10 A.M. Plan holders who have downloaded the bidding documents through the QuestCDN website will be notified of any issued addendums through the QuestCDN site. You must download the bid documents and be a plan holder to receive any addendums. Only interpretations and clarifications issued by Addenda will be binding. Any Addenda issued during the bidding period shall be made a part of the Bidding Documents. It is the responsibility of the contractor, subcontractor, vendor, and/or any individual and/or corporation to review all addendums twenty-four (24) hours prior to bid. Receipt of each Addendum shall be acknowledged on the Bid Form.

6. SUBCONTRACTING: No part of the Work shall be subcontracted except with the prior consent of OWNER. All subcontractors shall be contractors of recognized standing having a record of satisfactory performance. The CONTRACTOR shall be prepared to provide qualification information on their subcontractors of previous work performed similar to proposed work shall at the request of the OWNER.
7. CONTRACT DOCUMENTS: The "Contract Documents" are listed in the Agreement Form (Section 00 52 00).
8. ALTERNATES: An Alternate is certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the OWNER decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents. The cost or credit for each Alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum. Immediately following the award of the Contract, OWNER will notify CONTRACTOR and ENGINEER, in writing, of the status of each Alternate and will indicate whether Alternates have been accepted, rejected, or deferred for later consideration. CONTRACTOR shall complete accepted Alternates under the same conditions as other Work of this Contract. Specifications sections will

contain requirements for materials necessary to perform the Work described under each Alternate.

9. QUALIFICATIONS OF BIDDER: To demonstrate qualifications to perform the Work, the low Bidder, if requested by the OWNER, shall submit to OWNER (with copy to ENGINEER) within seven (7) calendar days following the request by the OWNER written documentation which demonstrates the Bidder's ability to complete the Work as specified. This documentation may include a description of present commitments; a description of the Bidder's equipment, key personnel, resources, and material supplies which demonstrate the Bidder's ability to furnish and install materials within the time frames specified and successfully complete the Work; a list of subcontractors Bidder proposes to use; description of the Bidder's project experience in the past five (5) years, including nature of project, with three (3) projects completed by the CONTRACTOR involving work of similar type and complexity; and such other information the OWNER believes is necessary. The project experience list shall include the following information as a minimum:
- Names, addresses, and telephone number of Owner.
 - Name of project.
 - Location of project.
 - Brief description of the work performed.
 - Contract amount and name of bonding company.
 - Date of completion of the project.
 - Name, address, and telephone of the engineer or architect for the work.
 - Name of the Owner's project engineer.

The OWNER reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete work contemplated therein.

Before any subcontractor may commence work, the successful Bidder must file with the ENGINEER and the OWNER satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amounts as required by the successful Bidder.

Neither the successful Bidder nor any subcontractor will be permitted to commence work until authorization by the ENGINEER to proceed is received in writing by the successful Bidder.

10. COMPLETION OF BID: Complete sets of the Bidding Documents must be used in preparing Bids. Neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.

All blank spaces in the Bid form shall be filled in with ink or by typewriter and any alteration, correction or deletion must be initialed as approved by the Bidder, or in the case of a corporate bidder, by its duly authorized officer.

The price shall be in writing and in figures; in case of conflict, the former shall apply.

Bidder shall not include in the Bid any condition not contemplated by and included in the drawings, specifications and Bid form.

11. SUBMISSION OF BID: The bidder shall deliver to the Redwood County, at the Auditor/Treasurer office within the Redwood County Government Center, 403 South Mill Street, P.O Box 130, Redwood Falls, MN 56283, not later than time and date indicated on Advertisement for Bids, its Bid, together with its bid security, all securely sealed in an envelope addressed to the OWNER at the above address, on the outside of which the following shall be clearly inscribed:
 - a. Name of Bidder, and
 - b. Name of Project, "Bid for: Redwood County FEMA Ditch Project – Phase 2 - Ditch Repair JD 36, Redwood County."

Discrepancies in the multiplication of units of Work shown on the Bid Form with unit prices Bid by Bidder will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures on the Bid Form and the correct sum thereof will be resolved in favor of the correct sum.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Instruction to Bidders (Section 00 21 13) and that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and by such means, methods, techniques, sequences or procedures of construction as determined by the Bidder, subject to the provisions of the Bidding Documents, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

12. WITHDRAWAL OF BID: No bid shall be withdrawn except with the consent of the OWNER for the period of days specified in Advertisement for Bids (Section 00 11 13) after the date the bids are opened or until a contract is let and executed by the successful bidder.
13. BASIS OF AWARD: The OWNER shall award a contract to the lowest responsible bidder meeting specifications based on the Base Bid amount and any selected alternates. The OWNER, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities, or discrepancies.
14. AWARD OF CONTRACT: The OWNER's acceptance of the Bid will be in the form of a written Notice of Award letter, which will specify that the CONTRACTOR execute the Contract and submit the required certificates of insurance coverage, Payment Bond and Performance Bond within ten (10) days from the date of Notice of Award. The OWNER will not execute the Contract until all of these required items are submitted and have been approved.

The Notice of Award letter will not be an order to proceed. The CONTRACTOR will have no authority to perform work under this Contract until all Contract Documents as indicated above are properly completed and placed on file at the OWNER'S office.

A Notice to Proceed with the Work under this project will be mailed to the CONTRACTOR upon satisfaction of the above-indicated requirements. A pre-construction conference will be scheduled thereafter.

15. EXECUTION OF BID: If the Bid is signed by individual or partnership bidders, it shall be signed by bidder or bidders individually; if signed for a corporate bidder, by the duly authorized officer or officers of a corporate bidder signing for and on behalf of their corporation; or, if signed by attorney-in-fact for a bidder, power of attorney evidencing authority of individual signing shall accompany Bid.
16. SUPPORTING DATA: The bidders shall, on request, submit prior to letting of contract all or any of the following:
- a. Such catalogs, photographs, drawings, specifications, descriptive information and other details as to special equipment or materials bidder proposes to furnish for the work, to permit evaluation or the merits thereof and determination whether such special equipment or materials comply with the Specifications.
 - b. A properly executed Affidavit of Authority and Non-Collusion.
 - c. A statement setting forth all items of work that the bidder proposes to sublet, and names of the subcontractors to whom such items will be sublet.
17. PRE-CONSTRUCTION CONFERENCE: Following execution of a Contract and prior to starting construction, a Pre-Construction Conference will be held with representatives of the OWNER and ENGINEER. The CONTRACTOR and any proposed subcontractors shall have a responsible person present with authority to represent it in all matters relative to scheduling, coordination of trades, safety procedures.
18. TIME OF COMPLETION: See Agreement Form (Section 00 52 00).

END OF SECTION

**SECTION 00 41 00
BID FORM**

REDWOOD COUNTY FEMA DITCH PROJECT – PHASE 2 -DITCH REPAIR JD 36

To: Redwood County (OWNER)
Government Center
403 South Mill Street
P.O. Box 130
Redwood Falls, MN 56283
Office (507) 637-4016

Bid of _____
name

address

Pursuant to the Advertisement for Bids for the above-named project to furnish all necessary machinery, equipment, tools, labor and other means of construction and deliver materials and to perform all work at rates and at a total price or prices as hereinafter set forth and in accordance with Drawings and Specifications, and addenda thereto on file in the office of the aforesaid OWNER and the office of ENGINEER (Stantec Consulting Services Inc.)

- First: In submitting this Bid, the undersigned bidder understands and agrees that the Instruction to Bidders and, without limiting the foregoing, that this Bid is based upon the following undertakings:
1. That bidder has inspected the site(s) of the work, existing construction in the areas of the proposed work, and has informed itself as to the condition thereof as the same bears on the work to be performed.
 2. That bidder has received and examined the Project Manual, and has informed itself of all addenda thereto, the forms of the contract, and the Performance Bond and Payment Bond to be furnished in the event the bidder is the successful bidder and is awarded the contract.
 3. Certain types of equipment and kinds of material are described in the specifications by means of trade names and catalog numbers and/or manufacturer's names. In each instance where this occurs, it is not intended to exclude from consideration such types or equipment and kinds of material bearing other trade names, catalog numbers and/or manufacturer's names, capable of accomplishing the purpose of the types of equipment or kinds of material specifically indicated. Such types of equipment and kinds of material will be acceptable to the OWNER if equivalence can be determined by ENGINEER (see Section 01 25 00 Substitution Procedures for requirements). Substitutions for equipment or material listed, without exception, must be approved in writing by ENGINEER and be agreed upon by OWNER. Substitutions will only be allowed as specified in the Instructions to Bidders (Section 00 21 13) and Substitution Procedures (Section 01 25 00). Bidder acknowledges that this proposal is submitted in strict accord with specified requirements.

4. Sealed Bid Proposals will be publicly opened at the time and location specified in Advertisement for Bids (Section 00 11 13) and only Bid Proposals received prior thereto will be considered.
4. That the OWNER intends to award a contract as specified in Instructions to Bidders (Section 00 21 13).
5. That this Bid and the Bid Security submitted herewith may not, except with the consent of the aforesaid OWNER, be withdrawn for the period of days specified in Advertisement for Bids (Section 00 11 13) after the day the bids are opened.

Second: The undersigned bidder agrees, if the successful bidder, to execute the contract in the form as set forth in the specifications and to furnish the required certificates of insurance and Performance Bond and Payment Bond in forms as set forth in the Project Manual within the number of days specified in Instructions to Bidders (Section 00 21 13) from the date of Notice of Award of contract from the OWNER.

Third: The undersigned bidder further agrees to begin work on receipt of an executed contract and to prosecute said work so as to complete the same as specified in the Supplemental General Conditions, subject to Liquidated Damages, if they apply.

Fourth: The undersigned bidder further agrees to guarantee performance of all work in accordance with the Project Manual and in a good and workmanlike manner, and to renew or repair any work that may be rejected due to defective materials or workmanship prior to final completion and acceptance of the material and installation by the OWNER.

Fifth: The undersigned bidder further agrees, prior to execution of the contract by the OWNER, to provide Supporting Data as specified in Instructions to Bidders (Section 00 21 13).

Sixth: Following is a tabulation of the undersigned bidder's bid for all work to be performed to carry out the aforementioned construction project including, where required, alternate bids, it being understood that this bid contemplates all machinery, equipment, tools, labor, and other means of construction and all materials and times specified in accordance with the Project Manual and all Addenda thereto. At the opening of Bid, the bidders' names and bid prices will be read out loud. The undersigned bidder proposes to do all unclassified work required to complete the contemplated improvement at the unit prices given in this Bid.

Seventh: This bid is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over OWNER.

Eighth: The total bid price represents the material, labor, equipment, all other costs to the bidder, and the bidder's profit to complete the project as specified, in the timeframe anticipated.

Ninth: The undersigned bidder agrees that the Work will be substantially completed on or before the date listed in Agreement Form (Section 00 52 00), and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the date listed in Agreement Form (Section 00 52 00).

OWNER anticipates, but in no way guarantees the following anticipated sequence of events:

- February 28, 2023 – Bids Received and Opened
- March 7, 2023 – Bid Results Presented to County Board
- March 8, 2023 – Anticipated issuance of Notice of Award

Tenth: Be prepared to provide qualifications requested by OWNER in accordance with Instructions to Bidders (Section 00 21 13).

Eleventh: The undersigned bidder has reviewed, and satisfies, the Minimum Criteria set forth in the Responsible Contractor documents as included as part of the project documents, and has acknowledged compliance of these criteria, by notarized signature, on the Responsible Contractor Verification form provided in this Bid Proposal Section.

ADDENDUM ACKNOWLEDGMENT

Addendum No. 1 _____
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____

Contractor _____

Print Name _____

Title _____

Signature _____

Date _____

Enclosed herewith is Bid Security in the form of

-)a) Certified check in the amount of
)
) _____
Dollars
) (\$ _____) payable to Redwood County.
)
)or
)
)b) Bid Bond in the amount of
) Dollars (\$ _____) to Redwood County as obligee.

The amount of the Bid Security being five percent (5%) of the total amount of this Bid as required by the Advertisement for Bids and by the Instruction to Bidders.

WITNESS Our hands and seals this _____ day of _____, 20__

Individual) _____
or)
Partnership) _____
Execution)
) Co-partners doing business under the name and style of:
)
) _____
)
) _____
)
A Corporation of the State of

Corporate) _____
Execution)
) By _____
)
) Title _____

Corporate) By _____
Seal)
) Title _____

BID FORM

Redwood County
Redwood County FEMA Ditch Project – Phase 2 Ditch Repair JD 36

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	SUBTOTAL
	BASE BID:				
1	MOBILIZATION	LS	1		
2	DITCH SLOPE REPAIR	LF	68,990		
3	INSTALL RIPRAP	TN	49,373		
				TOTAL BASE BID:	

Total Written Amount for Base Bid

**SECTION 00 43 13
BID BOND FORM**

Redwood County
Redwood County FEMA Ditch Project – Phase 2 - Ditch Repair JD 36

KNOW ALL PERSONS BY THESE PRESENTS that we, _____

as principal, and _____

_____ as surety, are
held and firmly bound unto the OWNER as obligee, in the sum of

_____ (\$ _____) Dollars,
lawful money of the United States of America, for payment of which sum well and
truly to be made we bind ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally and firmly by these presents.

The condition of this obligation is such that whereas the principal has submitted the
accompanying Bid dated _____, for construction work to construct the
Redwood County FEMA Ditch Project – Phase 2 -Ditch Repair JD 36 for the OWNER.

NOW, THEREFORE, if the aforesaid principal shall not withdraw (his) (her) (its)
(their) Bid for a period of sixty (60) days after the opening of bids, and if awarded a
contract upon said Bid shall enter into a contract with the OWNER, and give
Performance Bond and Payment Bond as required by law and in form specified by the
OWNER, then this obligation shall be null and void; otherwise the principal and
surety will pay unto the obligee, the sum

of _____

not as a penalty, but as liquidated damages sustained by the OWNER, as a result of
such failure.

Signed and dated this _____ day of _____, 20__

Surety

Principal Attorney in Fact

INDIVIDUAL AND CO-PARTNERSHIP ACKNOWLEDGMENT

STATE OF MINNESOTA)
)SS
COUNTY OF)

On this _____ day of _____, 20__, before me personally appeared .
_____, to me known to be the person described in and who
executed the foregoing bond, and acknowledged that he (she) executed the same as
his (her) own free act and deed.

CORPORATE ACKNOWLEDGMENT FOR PRINCIPAL

STATE OF MINNESOTA)
)SS
COUNTY OF)

On this _____ day of _____, 20__, before me appeared to me
personally known, who, being duly sworn, did say that they are respectively _____
_____ and _____ of _____, a corporation;
that the seal affixed to the foregoing instrument is the corporate seal of the corporation,
and that said instrument was executed in behalf of the corporation, and that said
instrument was executed in behalf of the corporation by authority of its Board of
Directors; and they acknowledge said instrument to be free act and deed of the
corporation.

AFFIX HERE ACKNOWLEDGMENT OF CORPORATE SURETY

The form of this bond has been prescribed by the OWNER.

NOTICE OF CORPORATE SURETIES: This bond will not be accepted unless executed or countersigned by a Minnesota Agent, resident officers, or a duly licensed non-resident producer, or attorney in fact whose names and address must be noted in the space hereinafter provided. The corporate surety's form of corporate acknowledgment should be attached in the place provided on this form.

Full Name of Surety Company _____

Name of Attorney In Fact _____

Name of Local Agency _____

Address _____

Signature _____

END OF SECTION

SECTION 00 45 19
AFFIDAVIT OF AUTHORITY AND NON-COLLUSION

Redwood County
Redwood County FEMA Ditch Project – Phase 2 - Ditch Repair JD 36

I hereby swear (or affirm) under the penalty for perjury:

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

[Insert Name of Contractor]

By _____

Its _____

By _____

Its _____

SECTION 00 45 49
RESPONSIBLE CONTRACTOR LAW

Minimum Criteria

To be eligible to be awarded this contract, each bidder must submit a signed statement, under oath, verifying that it is a "responsible contractor." A responsible contractor is one that meets the definition provided in Minnesota Statutes § 16C.285, subdivision 3, and additional criteria required by the OWNER. To be a "responsible contractor," a contractor must be in compliance with the following minimum criteria:

- (1) the contractor:
 - (i) is in compliance with workers' compensation and unemployment insurance requirements;
 - (ii) is in compliance with Department of Revenue and the Department of Employment and Economic Development registration requirements if it has employees;
 - (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
 - (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

- (2) the contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated Minnesota Statutes sections 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated the United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
 - (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
 - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has

concluded with a determination that the contractor or related entity underpaid wages or penalties;

(3) the contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated Minnesota Statutes section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;

(4) the contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under Minnesota Statutes section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;

(5) the contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;

(6) the contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor;

(7) during the three-year period before submitting the verification, the contractor or related entity has not been sanctioned by the Minnesota Pollution Control Agency or the United States Environmental Protection Agency for violation of state or federal environmental laws or regulations enforced by those agencies, including but not limited to administrative enforcement orders, fines, damages or other civil penalties, injunctions, or criminal penalties;

(8) during the three-year period before submitting the verification, the contractor or related entity has not unlawfully failed to pay its subcontractors or suppliers or violated the prompt payment requirements of Minnesota Statutes section 471.425, as determined by a court proceeding, arbitration panel, or other binding adjudication;

(9) during the three-year period before submitting the verification, no construction contract awarded to the contractor or a related entity has been lawfully terminated because of the default of the contractor or related entity; and

(10) all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (9).

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5) and (7) through (10), occurring prior to July 1, 2014, shall

not be considered in determining whether a contractor or related entity meets the minimum criteria.

Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria in Minn. Stat. § 16C.285, subd. 3, which section is set forth above, fails to verify compliance with any one of the required minimum criteria, or makes a false statement under oath verifying compliance is not a "responsible contractor" and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits a false statement.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verification of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minn. Stat. § 16C.285, subd. 3(7).

Contractor warrants under oath that Contractor is in compliance with the minimum criteria required of a "responsible contractor" as that term is defined in Minnesota Statutes § 16C.285, subd. 3. Contractor has provided to OWNER a list of all of its first-tier subcontractors and motor carriers that it intends to retain for work on the project. The Contractor has obtained from all subcontractors and motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that the subcontractor or motor carrier meets all of the minimum criteria in § 16C.285, subd. 3. If Contractor retains additional subcontractors or motor carriers on the project after submitting its verification of compliance, the Contractor shall obtain verification of compliance from each additional subcontractor and motor carrier with which it has a direct contractual relationship and shall submit to the OWNER a supplemental verification confirming the subcontractor's and motor carrier's compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors or motor carriers. Contractor shall submit to the OWNER upon request copies of the signed verifications of compliance from all subcontractors and motor carriers of any tier pursuant to Minn. Stat. § 16C.285, subd. 3(7). A false statement under oath, by Contractor, subcontractor, or motor carrier, verifying compliance with any of the minimum criteria may result in termination of the Contract.

A Responsible Contractor Verification form is provided with the bid documents. Each bidder must submit the form with its proposal.

END OF SECTION

**SECTION 00 51 00
NOTICE OF AWARD**

To:

Date:

Project Title: Redwood County FEMA Ditch Project – Phase 2 - Ditch Repair JD 36

Project Description: The WORK, in accordance with the Project Manual, consists of all labor, materials, tools, permits, bonds, machinery, equipment, and services including utility and transportation services necessary for the construction of the Redwood County FEMA Ditch Project – Phase 2 - Ditch Repair JD 36.

The OWNER has considered the Bid submitted by you for the above-described work in response to its Advertisement of Bids dated _____, 20__, and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the Amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond and Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said agreement and to furnish said bonds and certificates within ten (10) calendar days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

This Notice of Award is NOT a notice to proceed with the work. CONTRACTOR shall not commence work (other than as specified above) until a Notice to Proceed is issued by OWNER.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this the ___ day of _____, 20__.

(OWNER)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

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

By: _____

Title: _____

**SECTION 00 52 00
AGREEMENT FORM**

THIS AGREEMENT is by and between

Redwood County, Minnesota

("OWNER") and

("CONTRACTOR").

OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: placement of riprap and ditch slope repair.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Redwood County FEMA Ditch Project – Phase 2 - Ditch Repair JD 36.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Stantec Consulting Services Inc. (ENGINEER), who is to act as the OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for Final Payment as stated in the Contract Documents are of the essence in the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. Delivery of the riprap must occur before the Work can begin. Delivery of riprap is executed under a separate contract. Under separate contract, riprap delivery is required as follows: A minimum of one-half of the total tons of riprap must be delivered to predetermined sites directed by the OWNER on or before 211 calendar days from date of executed contract, weather permitting. October 31, 2023, is the approximate date associated with 211 calendar days from date of executed contract. However, as time is of the essence, if conditions permit, rip rap will continue to be delivered until completion of this contract. The remaining one-half of the total tons of riprap must be delivered to predetermined sites directed by the OWNER on or before 425 calendar days from the date of executed contract, weather permitting.

June 1, 2024, is the approximate date associated with 425 calendar days from date of executed contract.

- B. The Work under this contract (placement of riprap and ditch slope repair) is as follows: one-half of placement of riprap and ditch slope repair must be completed at predetermined sites as directed by the OWNER on or before 270 calendar days from date of executed contract, weather permitting. December 29, 2023, is the approximate date associated with 270 calendar days from date of executed contract, weather permitting. The remaining one-half of sites required for placement of riprap and ditch slope repair including leveling of spoil piles must be completed on or before 455 calendar days from the date of executed contract, weather permitting. July 1, 2024, is the approximate date associated with 455 calendar days from date of executed contract. Weather days will be added by OWNER. Substantial completion shall be defined as the completion of the following items:
 - 1. Completion of all grading activities, slope repair, riprap placement at 488 repair sites.
- C. All of the Work of the Project shall be completed and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions on or before 455 days from date of executed contract, weather permitting.
- D. Contractor shall submit a schedule illustrating the above dates can be met with available resources. If the project schedule is delayed or affected during construction and the dates outlined can no longer be met, revised dates must be proposed for ENGINEER and OWNER review and approval. Any delay claims or requests to extend the contract deadlines will not be considered without an initial and updated schedule.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), CONTRACTOR shall pay OWNER in accordance with Mn/DOT Spec 1807, Table 1807.1-1 for each calendar day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. CONTRACTOR and OWNER have reviewed this liquidated damages provision and agree that this is a reasonable forecast of just compensation for the harm caused by such delay in this project.
- B. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time specified in Paragraph 4.02 above or any extension thereof granted by OWNER in accordance with Article 12 of the General Conditions, CONTRACTOR shall pay OWNER in accordance with Mn/DOT Spec 1807, Table 1807.1-1 for each calendar day that expires after Substantial Completion until the Work is completed and ready for Final Payment. CONTRACTOR and OWNER have also reviewed this liquidated damages provision and agree that

this is a reasonable forecast of just compensation for the harm caused by such delay in this project.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as set forth in the Bid Form.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions as may be modified by the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions as may be modified by the Supplementary Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

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 ENGINEER may determine or OWNER may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 percent of the Work completed, less 250 percent of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion and less one percent of the value of the Contract or \$500, whichever is greater, pending completion and submission of all final paperwork by CONTRACTOR or subcontractor. The ENGINEER shall provide a written statement to CONTRACTOR detailing the amount and basis for any withholding pursuant to this paragraph. Such withholdings shall be paid to Contractor within 60 days after completion and invoicing for the applicable work and submission of the final paperwork, respectively. However, nothing in this paragraph shall require OWNER to make any payments for portions of a contract which are funded by federal or state aid until such aid payments have been received by OWNER. Further, no payment contemplated herein shall be mandated for a portion of the Contract which is not complete or for which an invoice has not been submitted. Upon receipt of

retainage funds, CONTRACTOR shall be obligated to make corresponding payments to subcontractors pursuant to Minnesota Statute Section 15.72.

6.03 *Final Payment*

- A. OWNER shall withhold final payment until the CONTRACTOR provides, if required under Minn. Stat. § 290.97, the OWNER with an IC-134 form signed by the Minnesota Department of Revenue indicating compliance with the withholding requirements of Minn. Stat. § 290.92.
- B. Upon final completion, acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, and receipt of forms specified in paragraph 6.03.A, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 Payment due dates and calculation of interest for monies not paid when due as provided in ARTICLE 14 of the General Conditions, shall be determined in accordance with the provisions of the Minnesota Prompt Pay Law, Minnesota Statutes §471.425.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 By signing this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, or furnishing of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified on the plans or within the project manual.
- E. CONTRACTOR has considered the information known to CONTRACTOR; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) CONTRACTOR’s safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, CONTRACTOR does not consider that 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 Documents.
- G. 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.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Bidding Documents prior to the due date for submitting such notice and has submitted this Bid in reliance only on the Bidding Documents and any Addenda issued by the ENGINEER prior to the due date.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Written Amendments, Modifications, Change Orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.04 of the General Conditions, as modified by the Supplementary Conditions, after the date of execution of this Agreement shall become incorporated into, attached to, and made a part of this Agreement on the effective date of such document.
 - 2. This Agreement Form.
 - 3. Bid Form.
 - 4. Affidavit of Authority and Non-Collusion.
 - 5. Instructions to Bidders.
 - 6. Addenda – number ___ to ___ inclusive (if applicable)
 - 7. Special Provisions
 - 8. Project Manual – Redwood County FEMA Ditch Project – Phase 2 - Ditch Repair JD 36
 - 9. Supplementary Conditions.
 - 10. General Conditions.
 - 11. Performance Bond.

12. Payment Bond.

13. The following which are not included with this Agreement Form but may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed

14. Bid Bond.

15. Advertisement for Bids

B. The documents listed in Paragraph 9.01.A are attached to and made a part of this Agreement.

C. There are no Contract Documents other than those listed above in this Article 9.

D. In case of discrepancy in the Contract Documents, the order listed above shall be the order of precedence for the Contract Documents, that is, the governing document shall be Change Order(s) followed by the Agreement, and so forth.

E. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions, and as modified by the Supplementary Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

B. If there is a discrepancy between a definition in the General Conditions, as modified by the Supplementary Conditions, and a definition in the Contract Documents, the provision most favorable to the Owner shall prevail.

10.02 Indemnification

A. CONTRACTOR shall indemnify, hold harmless and defend OWNER, its officers, officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which OWNER, its officers, officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of CONTRACTOR or its subcontractors, or CONTRACTOR's or subcontractors' officers, agents, subcontractors, or employees, in the execution, performance, or failure to adequately perform CONTRACTOR's obligations pursuant to this Agreement.

10.03 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are 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 this Agreement.

10.04 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, officers, officials, successors, assigns, and legal representatives to the other party hereto, its partners, officers, officials, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

10.05 *Severability*

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

10.06 *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 10.06:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.

10.07 *Other Provisions*

- A. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or have been identified by OWNER and CONTRACTOR or on their behalf.

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

OWNER:

Redwood County _____

By: _____

Title: _____

Attest
: _____

Title: _____

Address for giving notices:

403 South Mill Street _____

Redwood Falls, MN 56283 _____

CONTRACTOR

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

**SECTION 00 55 00
NOTICE TO PROCEED**

To:

Date:

Project Title: Redwood County FEMA Ditch Project – Phase 2 -Ditch Repair JD 36

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the WORK within the timeframe indicated in the Agreement Form. The date of substantial completion is therefore _____, 20____, with final completion on or before _____, 20____.

Redwood County _____
(OWNER)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

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

By: _____

Title: _____

END OF SECTION

**SECTION 00 61 13.13
PERFORMANCE BOND FORM**

Any singular reference to CONTRACTOR, SURETY, OWNER, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business)

OWNER (Name and Address)

REDWOOD COUNTY
403 South Mill Street
Redwood Falls, MN 56283

CONSTRUCTION CONTRACT

DATE: _____, 20__

AMOUNT: _____

(Written

Amount) _____

Description (Project Name and Location):

Redwood County FEMA Ditch Project – Phase 2 - Ditch Repair JD 36, Redwood County, MN

BOND

DATE: _____, 20__

AMOUNT: _____

(Written Amount)

Contractor (Corporate Seal)

Surety (Corporate Seal)

Company Name: _____

Company Name: _____

By: _____
(Signature)

By: _____
(Signature)

Name:(Typewritten)

Name:(Typewritten)

ITS: _____
(Title)

ITS: _____
(Title)

On this ____ day of _____, 20__, before me personally
appeared _____ and

_____, on behalf of the CONTRACTOR and SURETY named in this
Performance Bond above, respectively, and each of them, as their free act and deed, caused
this Performance Bond to be executed as of this date.

Notary Public

ATTACH POWER OF ATTORNEY FROM SURETY TO THIS BOND

For Information Only (Name, Address and Telephone)

Agent or Broker:

Owner's Representative (Engineer)

1. Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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 shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1: and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. 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:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or
 - 4.3. 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 the contractor selected with the Owner's 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 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or
 - 4.5. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 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, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. 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 4; and
 - 6.3. 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.
7. 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 shall not be

reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. 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.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. 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 to the Contractor of 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.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified in the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

END OF SECTION

**SECTION 00 61 13.16
PAYMENT BOND FORM**

Any singular reference to CONTRACTOR, SURETY, OWNER, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business)

_____	_____
_____	_____
_____	_____
_____	_____

OWNER (Name and Address)

REDWOOD COUNTY
403 South Mill Street
Redwood Falls, MN 56283

CONSTRUCTION CONTRACT

DATE: _____, 20__

AMOUNT: _____

(Written

Amount) _____

Description (Project Name and Location):

Redwood County FEMA Ditch Project – Phase 2 - Ditch Repair JD 36, Redwood County, MN

BOND

DATE: _____, 20__

AMOUNT: _____

(Written Amount)

Contractor (Corporate Seal)	Surety (Corporate Seal)
-----------------------------	-------------------------

Company Name: _____

Company Name: _____

By: _____
(Signature)

By: _____
(Signature)

Name:(Typewritten)
ITS: _____
(Title)

Name:(Typewritten)
ITS: _____
(Title)

On this ____ day of _____, 20____, before me personally
appeared _____ and
_____, on behalf of the CONTRACTOR and SURETY named in this
Payment Bond above, respectively, and each of them, as their free act and deed, caused
this Payment Bond to be executed as of this date.

Notary Public

ATTACH POWER OF ATTORNEY FROM SURETY TO THIS BOND

For Information Only (Name, Address and Telephone)

Agent or Broker:

Owner's Representative (Engineer)

1. The Contractor and the 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.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and send a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have send a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction

Contract shall 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 satisfy obligations of the contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
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. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), 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 shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered

to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. 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 Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of 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.
 - 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on

the signature page, including all
Contract Documents and changes
thereto.
15.3 Owner Defaults: Failure of the
Owner, which has neither been

remedied nor waived, to pay the
Contractor as required by the
Construction Contract or to
perform and complete or comply
with the other terms thereof.

END OF SECTION

**SECTION 00 62 76
APPLICATION FOR PAYMENT FORM**

OWNER: Redwood County
PROJECT: Redwood County FEMA Ditch Project – Phase 2 -Ditch Repair JD 36
CONTRACTOR: _____

PAY ESTIMATE NO. _____

Original Contract Amount	\$.....
Contract Changes approved to Date (List Change Order Numbers)	\$.....
Revised Contract Price	\$.....
Work Completed to Date (attached)	\$.....
Retainage to Date, 5%	\$.....
Work Completed to Date Less Retainage to Date	\$.....
Total Amount Previously Certified	\$.....
Payment Request This Estimate	\$.....

I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.

CONTRACTOR

CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the request for payment, represents the actual value of accomplishment under the terms of the contract dated

_____, 20__ between the Redwood County (OWNER)

and _____ (CONTRACTOR) and all authorized changes thereto.

By _____
Title _____

Approval:

(CONTRACTOR) _____ Date _____

(ENGINEER) _____ Date _____

Redwood County _____ Date _____

END OF SECTION

**SECTION 00 63 63
CHANGE ORDER FORM**

Change Order No. _____

Date _____

Agreement Date _____

Name of Project: Redwood County FEMA Ditch Project – Phase 2 -Ditch Repair JD 36

OWNER: Redwood County

CONTRACTOR: _____

The following changes are hereby made to the Contract Documents:

Justification: _____

Original Contract Price: \$ _____

Current Contract Price adjusted to previous Change Order: \$ _____

The Contract Price due to this Change Order will be (increased) (decreased) by \$ _____.

The new Contract Price including this Change Order will be \$ _____

Original Contract-Required Completion Date: _____

Current Contract Completion Date adjusted to previous Change Order: _____

The Contract Time will be (increased) (decreased) by _____ calendar days.

The revised Contract Completion Date for completion of Work will be _____

Approvals Required:

To be effective, this Order must be approved by the OWNER and the CONTRACTOR if it changes the scope of objective of the Project, or as may otherwise be required by the Supplemental General Conditions.

Requested by: _____
Stantec Consulting Services Inc.

Ordered by: _____
Redwood County

Accepted by: _____
(CONTRACTOR)

END OF SECTION

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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 at the Site.
44. *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 thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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 Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. 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 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. 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 Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;
 - 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.

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier 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 editions; or
2. 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.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- 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 the Work is to be performed 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.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 - 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.

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. is of such a nature as to require a change in the Contract Documents; or
 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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
 - 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. 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:

1. loss 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 perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *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 at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it 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; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) 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

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of 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 shall be disclosed by Owner 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. 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 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 by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *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. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (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).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will 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 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. 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 6.17.D.

B. 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. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper 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.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 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 or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom 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 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner’s employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, 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.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *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 Documents.

8.12 *Compliance with Safety Program*

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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. 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, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the 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; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including 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, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 telegrams, long distance telephone calls, telephone 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 Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *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:*
 1. Contractor agrees that:
 - a. 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
 - b. 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 on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- 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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will 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 therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- 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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. 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.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *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, 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 shall 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.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. 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.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *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. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 9.07, 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 Documents; 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, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. 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;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. 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 tentative list.

14.05 *Partial Utilization*

- 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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

B. *Engineer's Review of Application and Acceptance:*

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. 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
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to 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.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven 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;
 - 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.

- 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, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of 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.

17.03 *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 Documents. 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.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SC-5.04.L. OWNER's Liability Insurance: The OWNER will be responsible for maintaining its own liability insurance or self-insurance program and, at its option, may purchase and maintain such insurance as will protect the OWNER against claims which may arise from operations under the Contract.

ARTICLE 6. CONTRACTOR'S RESPONSIBILITIES

SC-6.03. Add the following to the end of Paragraph 6.03.B. of the General Conditions: Preference will be given to Minnesota manufactured products where quality and cost considerations are equal and the products are in compliance with the specifications.

Requests for substitutions must be received by the ENGINEER at least 10 days prior to the bid opening in order to be considered for pre-bid approval. Requests after this date will not be considered until after the award of the Contract.

SC-6.06.

Delete Paragraphs 6.06.A and 6.06.B of the General Conditions in their entirety and insert the following in its place:

SC-6.06.A CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection. Acceptance of any Subcontractor, other person or organization by OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom CONTRACTOR has reasonable objection.

The CONTRACTOR shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof, or of right, title, or interest therein, without written consent of the OWNER. In case consent is given, the CONTRACTOR will be permitted to sublet a portion thereof, but the CONTRACTOR's organization shall perform work amounting to not less than 50 percent of the total original Contract cost. Items designated in the Contract as "specialty items" may be subcontracted and the cost or any specialty items performed by subcontract will be deducted from the total cost before computing the amount of work required to be performed by the Contractor's own organization.

SC-6.06.B. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid on their behalf to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment.

Add a new paragraph after paragraph 6.06.G of the General Conditions which is to read as follows:

SC-6.06.H. The prime CONTRACTOR is required to make payments to the Subcontractor(s) in the same manner that the OWNER is required to make payments to the prime CONTRACTOR.

1. Prompt Payment: In accordance with MN Stat. 16A. 1245, the prime CONTRACTOR shall, within 10 days of receipt of a progress payment, pay all Subcontractors and suppliers having an interest in the contract their pro rata share of the payment for all undisputed services provided by the Subcontractors on any undisputed amount not paid on time.

If the prime CONTRACTOR does not pay any Subcontractor or supplier on time, the prime CONTRACTOR must pay interest of 1 1/2% per month or any part of a month on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the prime CONTRACTOR shall pay the actual penalty due the Subcontractor.

Any Subcontractor who prevails in a civil action to collect interest penalties from a prime CONTRACTOR must be awarded its costs and disbursements, including attorney's fees incurred bringing the action.

2. **Retainage:** The prime CONTRACTOR may withhold as retainage from Subcontractor(s) progress payments in an amount not to exceed five (5) percent of the payment. The prime CONTRACTOR shall reduce or eliminate the retainage for a Subcontractor in the same manner that the OWNER reduces or eliminates the retainage for the prime CONTRACTOR.
3. **Enforcement:** The enforcement of these conditions shall be the responsibility of the Subcontractor(s) working through the prime CONTRACTOR and the prime CONTRACTOR's surety. To facilitate the resolution of any problems relating to these provisions, the prime CONTRACTOR shall furnish the Subcontractor(s) with the name, address and telephone number of the prime CONTRACTOR's surety within ten (10) days of the date on which the prime CONTRACTOR signs a Contract with the OWNER.

The attention of the Subcontractor is directed to the State Requirement that each CONTRACTOR be required to file a bond with OWNER in the amount of the Contract price.

Minnesota Statute 574.31 provides a limit of time to bring an action on any such bond.

For the benefit of all parties we quote the section in its entirety:

574.31 LIMIT OF TIME TO BRING ACTION

Subdivision 1. Claims on performance bonds.

In the event of a claim by the public body on a performance bond, no action shall be maintained later than permitted under the statute of limitations applicable to the claim. Nothing in this subdivision may be construed to otherwise affect the common law or equitable rights of performance bond sureties, principals, or public bodies that are obligees.

"Subd. 2. **Claims on payment bonds.** (a) In the event of a claim on a payment bond by a person furnishing labor and materials, no action shall be maintained on the payment bond unless, within **120 days** after completion, delivery, or provision by the person of its last item of labor and materials, for the public work, the person serves written notice of claim under the payment bond personally or by certified mail upon the surety that issued the bond and the contractor on whose behalf the bond was issued at their addresses as stated in the bond specifying the nature and amount of the claim and the date the claimant furnished its last item of labor and materials for the public work. The addresses of the contractor and the surety listed on the bond must be addresses at which the companies are authorized to accept service of the notice of the claim. If an agent or attorney-in-fact is authorized to accept service of notice of the claim for the contractor or surety, that fact must be expressly stated in the bond along with the address of the agent or attorney-in-fact at which service of the notice of the claim can be made. For the purpose of this section, notice is sufficient if served personally or via certified mail to the addresses of the contractor and surety listed on the bond."

The form of the notice is contained in Minn. Stat. 574.31, subd. 2.

(b) If the contractor providing the payment bond fails to comply with the filing requirements of section [574.28](#) by failing to state both its address and the address of the surety providing the bond, then a claimant under the bond need not provide either the surety or the contractor written notice of its claim under paragraph (a).

(c) An action to enforce a claim against the surety under the bond must be commenced within one year from the date of completion, delivery, or provision by the claimant of its last item of labor and materials for the public work stated in its notice of claim. If no notice of claim was required because the contractor providing the bond failed to comply with the

requirements of section [574.28](#), then any action under the bond must be commenced within one year from the actual date of completion, delivery, or provision by the claimant of its last item of labor and materials for the public work. Any other person having a cause of action on a payment bond may be admitted, on motion, as a party to the action, and the court shall determine the rights of all parties. If the amount realized on the bond is insufficient to discharge all the claims in full, the amount must be prorated among the parties.

(d) The claimant can extend the time within which to bring an action to enforce a claim under the bond to beyond that specified in paragraph (c) either by: (1) written stipulation between the claimant and surety stating the extended deadline and executed by both parties before the expiration of one year from the actual date of completion, delivery, or provision by the claimant of its last item of labor and materials for the public work; or (2) written notice extending by one year the deadline specified in paragraph (c) sent by the claimant to the surety via certified mail 90 days before the expiration of the deadline specified in paragraph (c), which notice is not objected to in a return written notice sent by the surety to the claimant via certified mail within 30 days after the surety's receipt of claimant's notice. If a claimant's payment is not yet contractually due within one year from the actual date of completion, delivery, or provision by the claimant of its last item of labor and materials, the court shall continue and not dismiss the action until the payment is due.

SC-6.09

Add new paragraphs immediately after paragraph 6.09.C. of the General Conditions to read as follows:

SC-6.09.D. The CONTRACTOR shall conform with and agree to provisions of Minnesota Statutes section 181.59 which prohibits discrimination in the hiring of labor by reason of race, creed or color, which section is reproduced below:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

SC-6.10.

Add a new paragraph immediately after paragraph 6.10.A. of the General Conditions to read as follows:

SC-6.10.B. All Contractors and subcontractors shall comply with the provisions of Minnesota Statutes 290.92 relative to the withholding of income tax on wages and no final settlement with any Contractor shall be made until said Contractor has offered satisfactory proof of compliance with the provisions of the withholding section of the statute.

SC-6.20.

Add a new paragraph immediately after paragraph 6.20.C. to read as follows:

SC-6.20.D If through the acts of neglect on the part of CONTRACTOR, any other Contractor or any other Subcontractor shall suffer loss or damage on the Work, CONTRACTOR shall settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against OWNER on account of any damage alleged to have been sustained, OWNER shall notify CONTRACTOR, who shall indemnify and save harmless OWNER against any such claims.

ARTICLE 8. OWNER'S RESPONSIBILITIES

SC-8.06.

Delete Paragraph 8.06 of the General Conditions in its entirety.

ARTICLE 9. ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03.

Add a new paragraph immediately after paragraph 9.03.A. of the General Conditions which is to read as follows:

SC-9.03.B Resident Project Representative (RPR) will be ENGINEER'S employee or agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR'S actions.

RPR'S dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR'S dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1. Duties and Responsibilities to RPR:

- a. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
- b. Conferences and Meetings: Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- c. Liaison:
 - 1) Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in providing understanding of the intent of the Contract Documents; and assist ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S operations on the Site.
 - 2) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
- d. Shop Drawings and Samples:
 - 1) Record date of receipt of Shop Drawings and Samples, which are received at the Site.
 - 2) Receive Samples which are furnished at the Site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.
 - 3) Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
- e. Review Work, Rejection of Defective Work, Inspections and Tests:

- 1) Conduct observation of the Work in progress on the Site to assist ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
 - 2) Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
 - 3) Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- f. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- g. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR'S recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- h. Records:
- 1) Maintain at the Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, and reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Agreement. ENGINEER'S clarifications and interpretations of the Contract documents, progress reports, and other Project related documents.
 - 2) Keep a record, recording CONTRACTOR hours on the Site, weather conditions, and data relative to questions on Change Orders or changed conditions, list of visitors to the site, daily activities, decisions, observation in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - 3) Record names, address and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- i. Reports:
- 1) Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 - 2) Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work .
 - 3) Draft proposed Change Orders, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders and Field Orders.
 - 4) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- j. Payment Requests:
Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and submit recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- k. Certificates, Maintenance and Operation Manuals:
During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract

Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

I. Completion:

- 1) Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- 2) Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- 3) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

2. Limitations of Authority of RPR:

RPR shall not:

- a. Authorize any deviation from the Contract or Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- b. Exceed limitations of ENGINEER'S authority as set forth in the Agreement or the Contract Documents.
- c. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
- d. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- f. Accept Shop Drawings or Sample submittals from anyone other than CONTRACTOR.
- g. Authorize OWNER to occupy the Project in whole or in part.
- h. Participate in specialized field of laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

ARTICLE 12. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01.

Delete paragraph 12.01.B.3. in its entirety and insert the following in its place:

SC-12.01.B.3 where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01B.2, on the basis of the actual cost of materials and labor on the job site with a maximum CONTRACTOR'S fee of **10 percent on materials and labor for total overhead and profit including the cost of insurance and field supervision**. If the Work is done by a Subcontractor, the CONTRACTOR'S fee shall not exceed **10 percent for its general overhead and profit**. **In preparing the Change Order, the following documentation must be provided:**

- 1) An itemized breakdown of materials, an hourly breakdown of labor, and other direct costs must be shown on each supplement submitted for the general contractor, the subcontractor and sub-subcontractors.**
- 2) All supporting documents must be included with the OWNER'S copy of the Supplemental Agreement.**
- 3) Corrections must be dated and initialed by the contractor and ENGINEER.**
- 4) The Contractor summary must be complete and adequate justification and supporting documentation must be included with each supplement.**
- 5) The extent to which the contract time increases or decreases as a result of the Supplemental Agreement.**

SC-12.01.C.1 Delete paragraph 12.01.C.1 of the General Conditions in its entirety.

SC-12.01.C.2.b In paragraph 12.01.C.2.b, directly before the semi-colon, add the following language:
"based on Subcontractors Cost of the work".

ARTICLE 13. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.05.

Add a new paragraph immediately after paragraph 13.05.A of the General Conditions to read as follows:

13.05.B. If the OWNER stops Work under Paragraph 13.05.A. CONTRACTOR shall be entitled to **no** extension of Contract Time or increase in Contract Price.

ARTICLE 14. PAYMENTS TO THE CONTRACTOR AND COMPLETION

SC-14.02.B. Add the following new paragraphs immediately after paragraph 14.02.B.1. of the General Conditions which are to read as follows:

Should CONTRACTOR neglect to pay any undisputed claims, made in writing to OWNER within thirty days after completion of the Work, but continuing unsatisfied for a period of ninety days, OWNER may pay such claim and deduct the amount thereof from the balance due CONTRACTOR. OWNER may also, with the written consent of CONTRACTOR, use any moneys retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for the Work, for which claims have not been filed.

Security is provided both by the Payment Bond and the power of OWNER to retain any moneys for claims, but payment by one shall in no way impair or discharge the liability of the other.

Any and all liens for work and materials may be paid off by OWNER within a reasonable time after filing for record in accordance with State and local laws, a notice of such liens except where the claim on which the lien is filed is being litigated by CONTRACTOR, and in such case OWNER may pay the amount of any final judgment or decree or any such claim within a reasonable time after such final judgment or decree shall be rendered.

All moneys paid by OWNER in settlement of liens as aforesaid, with the costs and expenses incurred by OWNER in connection therewith, shall be charged to CONTRACTOR, shall bear interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank, and shall be deducted from the next payment due CONTRACTOR under the terms of this Contract.

SC-14.02.C Amend the first sentence of paragraph 14.02.C.1. by striking out the word "Ten" and inserting the word "thirty" in its place, and as so amended, paragraph 14.02.C.1. remains in effect.

SC-14.03.

Add the following new paragraphs immediately after paragraph 14.03.A of the General Conditions which are to read as follows:

No materials or supplies for the Work shall be purchased by CONTRACTOR or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that he/she has good title to all materials and supplies used by him/her in the Work, free from all liens, claims or encumbrances.

CONTRACTOR shall indemnify and save OWNER harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. CONTRACTOR shall at OWNER'S request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then OWNER may, after having served written notice on the said CONTRACTOR either pay unpaid bills, of which OWNER has written notice, direct, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to CONTRACTOR shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon OWNER to either CONTRACTOR or their Surety. In paying any unpaid bills of the CONTRACTOR, OWNER shall be deemed the agent of CONTRACTOR and any payment so made by OWNER, shall be considered as payment made under the Contract by OWNER to CONTRACTOR and OWNER shall not be liable to CONTRACTOR for any such payment made in good faith.

SC-14.07.

Delete paragraph 14.07.B. of the General Conditions in its entirety and insert the following in its place:

SC-14.07.B. 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 - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will indicate in writing their recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application 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. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within sixty-five days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

ARTICLE 15. SUSPENSION OF WORK AND TERMINATION

SC-15.02.

Add a new paragraph immediately after paragraph 15.02.A.4. of the General Conditions which is to read as follows:

15.02.A.5. If CONTRACTOR abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of OWNER, or if the Contract or any claim thereunder shall be assigned by CONTRACTOR otherwise than as herein specified;

ARTICLE 17. MISCELLANEOUS

Add new paragraphs immediately after paragraph 17.06 which are to read as follows:

SC-17.07 Overcharge Claims:

A. The CONTRACTOR certifies that they have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a solicitation response; that this solicitation response has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this solicitation response has not been knowingly disclosed

**SECTION 00 73 40
FUNDING AGENCY REQUIREMENTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes basic requirements set by funding agency.

1.2 REQUIREMENTS

- A. Comply with the attached requirements set by the Funding Agency.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 LIST OF ATTACHMENTS

- A. Notice to All Bidders - Bid Rigging
- B. Notice to Bidders - Suspensions/Debarments
- C. Special Provisions Division A – Labor
- D. State Wage Rates - Prevailing Wages for State Funded Construction Projects (Region 8)
- E. Truck Rental Rates (Region 8)
- F. Equal Employment Opportunity (EEO) Special Provisions

END OF SECTION

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SPECIAL PROVISIONS DIVISION A – LABOR

PREVAILING WAGES/HOURS OF LABOR

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry (provided in Exhibit A attached to and made part of this agreement). Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. The applicable wage determination must be incorporated into proposals and all contracts.

Payrolls/Records

The contractor and subcontractor shall furnish to the OWNER copies of any or all payrolls not more than 14 days after the end of each pay period. The payrolls must contain all of the data required by Minnesota Statutes Section 177.30.

Subcontractors must furnish payrolls to the contractor. The OWNER may examine all records relating to wages paid laborers or mechanics on work to which Minnesota Statutes Sections 177.41 to 177.44 apply.

Posting of Wage Rates/Required Posters

Each contractor and subcontractor performing work on a public project shall post on the project the applicable prevailing wage rates and hourly basic rates of pay for the county or area within which the project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the project. The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefits required to be paid.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry
Prevailing Wage unit
443 Lafayette Road N.
St. Paul, MN 55155
Phone: (651) 284-5091
E-mail: dli.prevwage@state.mn.us
Web: www.DOLI.state.mn.us

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 08

Counties within region:

- CHIPPEWA-12
- KANDIYOHI-34
- LAC QUI PARLE-37
- LINCOLN-41
- LYON-42
- MCLEOD-46
- MEEKER-47
- MURRAY-51
- PIPESTONE-59
- REDWOOD-64
- RENVILLE-65
- YELLOW MEDICINE-87

Effective: 2022-11-14

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations on MnDOT highways and road projects should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

All other prevailing wage violations and questions should be sent to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)				
101 LABORER, COMMON (GENERAL LABOR WORK)	2022-11-14	32.01	22.39	54.40
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2022-11-14	32.01	22.39	54.40

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2022-11-14	16.50	0.00	16.50
104 FLAG PERSON	2022-11-14	32.01	22.39	54.40
105 WATCH PERSON	2022-11-14	16.25	12.94	29.19
106 BLASTER	2022-11-14	24.39	14.90	39.29
107 PIPELAYER (WATER, SEWER AND GAS)	2022-11-14	35.51	22.39	57.90
108 TUNNEL MINER	2022-11-14	33.51	22.39	55.90
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2022-11-14	33.51	22.39	55.90
110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2022-11-14	35.00	11.50	46.50
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2022-11-14	21.49	14.80	36.29
112 QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE	2022-11-14	16.04	0.00	16.04

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.					
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2022-11-14	41.29	23.45	64.74
		2023-05-01	42.49	25.00	67.49
202	BOOM TRUCK	2022-11-14	31.16	23.45	54.61
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2022-11-14	20.00	0.00	20.00
204	OFF-ROAD TRUCK	2022-11-14	41.29	23.45	64.74
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2022-11-14	35.00	2.86	37.86
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2022-11-14	42.14	23.45	65.59
		2023-05-01	43.38	25.00	68.38
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER'S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 3	2022-11-14	41.59	23.45	65.04
	2023-05-01	42.81	25.00	67.81
309				ASPHALT BITUMINOUS STABILIZER PLANT
310				CABLEWAY
311				CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)
312				DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
313				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
314				DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
315				FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
316				LOCOMOTIVE CRANE OPERATOR
317				MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE
318				MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)
319				TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)
320				TANDEM SCRAPER
321				TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)
322				TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)
GROUP 4	2022-11-14	41.29	23.45	64.74
	2023-05-01	42.49	25.00	67.49
323				AIR TRACK ROCK DRILL
324				AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
325				BACKFILLER OPERATOR
326				CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)
327				BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)
328				BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
329				BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS
330				CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
331				CHIP HARVESTER AND TREE CUTTER
332				CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
333				CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)
334				CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
335				CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
336				CURB MACHINE
337				DIRECTIONAL BORING MACHINE
338				DOPE MACHINE (PIPELINE)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
339				
340				
341				
342				
343				
344				
345				
346				
347				
348				
349				
350				
351				
352				
353				
354				
355				
356				
357				
358				
359				
360				
361				
362				
363				
364				
365				
366				
367				
368				
GROUP 5				
	2022-11-14	38.25	23.45	61.70
	2023-05-01	39.33	25.00	64.33
369				
370				
371				
372				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
373				
374				
375				
376				
377				
378				
379				
380				
381				
382				
383				
384				
385				
GROUP 6	2022-11-14	37.04	23.45	60.49
	2023-05-01	38.06	25.00	63.06
387				
388				
389				
390				
391				
392				
393				
394				
395				
396				
397				
TRUCK DRIVERS				
GROUP 1	2022-11-14	36.00	11.50	47.50
601				
602				
603				
GROUP 2	2022-11-14	29.00	11.50	40.50
604				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 3	2022-11-14	25.25	6.91	32.16
605				
606				
607				
GROUP 4	2022-11-14	23.70	6.91	30.61
608				
609				
610				
611				
612				
613				
614				
615				
616				
SPECIAL CRAFTS				
701	2022-11-14	17.50	2.79	20.29
702	2022-11-14	41.94	29.99	71.93
703				
704	2022-11-14	32.47	24.10	56.57
705				
706	2022-11-14	43.00	23.72	66.72
707	2022-11-14	43.57	20.99	64.56
711	2022-11-14	16.63	6.38	23.01
712	2022-11-14	41.00	33.11	74.11
	2023-05-01	44.00	33.11	77.11
713	2022-11-14	50.86	23.06	73.92

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
714 MILLWRIGHT	2022-11-14	38.23	29.18	67.41
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2022-11-14	17.50	0.00	17.50
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2022-11-14	41.14	27.05	68.19
717 PIPEFITTERS . STEAMFITTERS	2022-11-14	41.97	25.92	67.89
719 PLUMBERS	2022-11-14	32.94	20.00	52.94
721 SHEET METAL WORKERS	2022-11-14	40.88	25.10	65.98
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
724 TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
727 WIRING SYSTEM TECHNICIAN	2022-11-14	41.42	18.16	59.58
728 WIRING SYSTEMS INSTALLER	2022-11-14	29.02	16.46	45.48
729 ASBESTOS ABATEMENT WORKER	2022-11-14	30.08	16.46	46.54
730 SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			

Nov. 21, 2022

Notice of determination of truck rental rates and notice of informal conference (Minnesota Rules, part 5200.1105)

On Nov. 21, 2022, the Department of Labor and Industry (DLI) commissioner determined the minimum truck rental rates for state-funded highway projects.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing-wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms. Cost data used in DLI's analysis must be representative of five trucking firms of various size and five independent truck owner operators for each type of truck.

This year, there was insufficient cost data submitted to DLI to determine a new hourly average cost of operating a truck. Therefore, last year's average operational cost has been carried forward and combined with this year's certified prevailing-wage rate for a driver to establish the minimum truck rental rate.

The determination of the minimum truck rental rates by region are as follows.

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$55.95	\$37.35	\$93.30
Region 2	Certification date	\$46.75	\$37.35	\$84.10
Region 3	Certification date	\$45.02	\$37.35	\$82.37
Region 4	Certification date	\$52.79	\$37.35	\$90.14
Region 5	Certification date	\$43.60	\$37.35	\$80.95
Region 6	Certification date	\$54.15	\$37.35	\$91.50

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 7	Certification date	\$46.10	\$37.35	\$83.45
Region 8	Certification date	\$32.16	\$37.35	\$69.51
Region 9	Certification date	\$56.35	\$37.35	\$93.70
Region 10	Certification date	\$37.00	\$37.35	\$74.35

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$56.05	\$51.50	\$107.55
Region 2	Certification date	\$41.51	\$51.50	\$93.01
Region 3	Certification date	\$38.51	\$51.50	\$90.01
Region 4	Certification date	\$41.30	\$51.50	\$92.80
Region 5	Certification date	\$21.00	\$51.50	\$72.50
Region 6	Certification date	\$54.25	\$51.50	\$105.75
Region 7	Certification date	\$42.15	\$51.50	\$93.65
Region 8	Certification date	\$40.50	\$51.50	\$92.00
Region 9	Certification date	\$56.45	\$51.50	\$107.95
Region 10	Certification date	\$40.40	\$51.50	\$91.90

Tractor

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor trailer rental rate
Region 1	Certification date	\$56.60	\$54.96	\$111.56	\$11.46	\$123.02
Region 2	Certification date	\$42.02	\$54.96	\$96.98	\$11.46	\$108.44
Region 3	Certification date	\$48.35	\$54.96	\$103.31	\$11.46	\$114.77
Region 4	Certification date	\$50.27	\$54.96	\$105.23	\$11.46	\$116.69
Region 5	Certification date	\$23.90	\$54.96	\$78.86	\$11.46	\$90.32
Region 6	Certification date	\$54.80	\$54.96	\$109.76	\$11.46	\$121.22
Region 7	Certification date	\$48.00	\$54.96	\$102.96	\$11.46	\$114.42
Region 8	Certification date	\$47.50	\$54.96	\$102.46	\$11.46	\$113.92
Region 9	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17
Region 10	Certification date	\$37.00	\$54.96	\$91.96	\$11.46	\$103.42

The current operating costs and truck rental rates may be reviewed by accessing DLI's website at www.dli.mn.gov. Questions about the truck rental rates or the informal conference notice below can be answered by calling 651-284-5091.

Informal conference

On **Dec. 7, 2022, at 9 a.m.**, the Department of Labor and Industry will conduct an informal conference pursuant to Minnesota Rules, part 5200.1105. The informal conference will be a virtual meeting via Teams, and registration is required. You may register for this public meeting by emailing PWSurvey.DLI@state.mn.us. Please provide the attendee's name, phone number, email address, and business name. The purpose of this informal conference is to receive further input about construction truck operational costs prior to the certification and publication of the minimum truck rental rates.

Written input about construction truck operational costs may be submitted before the informal conference to Karen Bugar, state program administrative director; Prevailing wage; Minnesota Department of Labor and Industry; 443 Lafayette Road N.; St. Paul, MN 55155. Written input must be received by Dec. 5, 2022, to assure it is considered prior to the informal conference; persons may provide input at the informal conference as time allows.

The data, survey summary sheets, and other documents used in determining truck operating costs will be reviewed and available for inspection during the informal conference. Copies may be obtained by calling DLI's prevailing wage unit at 651-284-5091.

After the informal conference, the minimum truck rental rates for these four types of trucks will be certified and notice of the certification will be published in the *State Register*.

The minimum truck rental rate for these four types of trucks in the State's 10 highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Sincerely,

Nicole Blissenbach

DLI temporary commissioner

Notice of truck rental rate certification and effective date

The Department of Labor and Industry (DLI) commissioner has certified the minimum truck rental rates for state-funded highway projects effective Dec. 19, 2022. This certification follows the publication of the Notice of Truck Rental Rate Determination in the *State Register* on Nov. 21, 2022, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on Dec. 7, 2022.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for DLI to obtain further input regarding the determined rates prior to the certification. No written input regarding the determination was received by DLI prior to the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms.

The determination of the minimum truck rental rates by region are as follows.

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$55.95	\$37.35	\$93.30
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Region 3	Certification date	\$45.02	\$37.35	\$82.37
Region 4	Certification date	\$52.79	\$37.35	\$90.14
Region 5	Certification date	\$43.60	\$37.35	\$80.95
Region 6	Certification date	\$54.15	\$37.35	\$91.50
Region 7	Certification date	\$46.10	\$37.35	\$83.45
Region	Effective date	607 driver rate	Operating cost	Truck rental rate

Region 8	Certification date	\$32.16	\$37.35	\$69.51
Region 9	Certification date	\$56.35	\$37.35	\$93.70
Region 10	Certification date	\$37.00	\$37.35	\$74.35

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$56.05	\$51.50	\$107.55
Region 2	Certification date	\$41.51	\$51.50	\$93.01
Region 3	Certification date	\$38.51	\$51.50	\$90.01
Region 4	Certification date	\$41.30	\$51.50	\$92.80
Region 5	Certification date	\$21.00	\$51.50	\$72.50
Region 6	Certification date	\$54.25	\$51.50	\$105.75
Region 7	Certification date	\$42.15	\$51.50	\$93.65
Region 8	Certification date	\$40.50	\$51.50	\$92.00
Region 9	Certification date	\$56.45	\$51.50	\$107.95
Region 10	Certification date	\$40.40	\$51.50	\$91.90

Tractor

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor trailer rental rate
Region 1	Certification date	\$56.60	\$54.96	\$111.56	\$11.46	\$123.02
Region 2	Certification date	\$42.02	\$54.96	\$96.98	\$11.46	\$108.44
Region 3	Certification date	\$48.35	\$54.96	\$103.31	\$11.46	\$114.77
Region 4	Certification date	\$50.27	\$54.96	\$105.23	\$11.46	\$116.69
Region 5	Certification date	\$23.90	\$54.96	\$78.86	\$11.46	\$90.32
Region 6	Certification date	\$54.80	\$54.96	\$109.76	\$11.46	\$121.22
Region 7	Certification date	\$48.00	\$54.96	\$102.96	\$11.46	\$114.42
Region 8	Certification date	\$47.50	\$54.96	\$102.46	\$11.46	\$113.92
Region 9	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17
Region 10	Certification date	\$37.00	\$54.96	\$91.96	\$11.46	\$103.42

The current operating costs and truck rental rates may be reviewed by accessing DLI's website at dli.mn.gov. Questions about the truck rental rates or the informal conference notice below can be answered by calling 651-284-5091.

The minimum truck rental rate for these four types of trucks in the state's 10 highway and heavy construction areas will be effective for all Minnesota Department of Transportation (MnDOT) highway construction work financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Nicole Blissenbach,
Temporary commissioner

Equal Employment Opportunity (EEO) State and Federal Laws, Policies and Rules

Minnesota Affirmative Action Requirements

Minn. Stat. § 363A.36, Minn. R. 5000.3520 - .3530

General

- A. The Contractor agrees that Minn. Stat. § 363A.36 and its accompanying rules are incorporated into any Contract executed with the Minnesota Department of Transportation (MnDOT) based on these specifications or any modification thereof. Upon request, MnDOT will provide the Contractor with a copy of Minn. Stat. § 363A.36 and its accompanying rules.
- B. MnDOT intends to execute its responsibility to require affirmative action by the Contractor. This includes providing the Minnesota Department of Human Rights (MDHR) with information indicating that the Contractor is not in compliance with Minn. Stat. § 363A.36 and its accompanying rules.

Contractor Responsibilities

- A. The Contractor must take affirmative action to employ and advance in employment qualified minorities and women at all levels of employment, including the executive level. This applies to all employment practices, including, but not limited to, the following:
 1. Hiring, upgrading, demotion, or transfer
 2. Recruitment, or recruitment advertising
 3. Layoff, or termination
 4. Rates of pay, or other forms of compensation; and selection for training, including apprenticeship
- B. The Contractor must demonstrate that specific and significant actions to recruit, hire, and retain minorities and/or women are being taken if the applicable workforce participation goals will not be met.
- C. The Contractor must comply with the affirmative action requirements of Minn. Stat. § 363A.36 and its accompanying rules, as well as any subsequent rules and relevant orders issued by MDHR pursuant to this same law.

Notice

1. The Contractor must post notices in a form stipulated by the Commissioner of MDHR in conspicuous places. These notices must outline the following:
 1. The rights of employees and applicants
 2. The legal obligation to take affirmative action to employ and advance in employment employees and applicants who are minorities and women. The notices can be found here: <http://www.dot.state.mn.us/const/labor/posterboards.html>

Noncompliance

- A. The Contractor's failure to implement or make a good faith effort to implement an affirmative action plan approved under Minn. Stat. § 363A.36 and its accompanying rules may result in the suspension or revocation of its certificate of compliance. Should either of these consequences occur, MnDOT may abridge or terminate the Contract awarded.
- B. The Contractor's failure to take specific and significant actions to recruit, hire, and retain minorities and/or women if the workforce participation goals will not be met may result in the suspension or revocation of its certificate of

General Harassment

Conduct that has the effect of unreasonably interfering with the employee's work performance, behavior made with the intent to cause fear, or creating an intimidating, hostile, or offensive work environment. Legitimate job-related efforts of a supervisor to direct or evaluate an employee or to have the employee improve his or her performance are not general harassment.

Professionalism

Professionalism is a display of good judgment and proper behavior expected in the workplace from employees and third parties.

Respectful Behavior

Positive interactions with employees and third parties, in a manner that a reasonable person finds appropriate.

Retaliation

Adverse action response to an employee's participation in a complaint, report, investigation, or lawsuit about workplace violence (protected activity).

Third Party

A third party is a contractor or vendor conducting business with MnDOT.

Weapon

Weapon is anything intended to harm or intimidate another person. Examples may include, but are not limited to, all firearms, non-firearms such as knives, martial arts devices, explosives, combustible devices, and chemical substances.

Workplace Violence Continuum

Violence or inappropriate behaviors that range from bullying, verbal abuse, arguments, property damage, vandalism, sabotage, pushing, theft, physical assaults, rape, and arson, to murder. Workplace violence can occur while on state property or while performing work for MnDOT at any location, by a state employee, third party, or the public.

PROCEDURES

Obligation to Report Workplace Violence

In a life-threatening situation, call 9-1-1 or other emergency contact at the work location, if making the call does not pose a risk to the well-being of the employee.

Any employee who is the subject of, or who witnesses workplace violence must immediately report the incident in one or all of the following ways:

- Report the behavior to his/her supervisor, manager or Human Resources office;
- Submit a completed [Violent Incident Report Form](#) to the Human Resources Office;
- Report by using the [Report Wrongdoing/Questionable Activity Form](#); the information reported must include the details of the situation.

Any employee who violates this policy or is found to have witnessed an act of workplace violence and did not report it may be subject to discipline, up to and including discharge. Violation of this policy by third parties conducting business for MnDOT may jeopardize their contractual relationship with the agency.

Informal Resolution

Any employee can choose to explore options with Human Resources to address concerns.

- The employee subjected to inappropriate behavior should have a conversation with the other individual(s) involved whenever possible, if it does not pose a risk to the well-being of the employee;
- The employee is encouraged to speak with his/her supervisor, Human Resources, union representative, or Employee Assistance Program (EAP) for assistance or guidance on how to resolve the situation;
- If the concern is about a supervisor or manager, employees may contact Human Resources, union representative or EAP to discuss options for resolution.

Formal Complaints

A formal complaint must be submitted in writing to Human Resources and include the details of the situation. As with all investigations alleging employee misconduct, investigations related to this policy will occur in a timely, fair, and objective manner. ***This process does not supersede any applicable grievance or dispute resolution process under a collective bargaining agreement or plan.***

- Complaints must be submitted to the Human Resources Office, and include the details of the situation;
- The person receiving a complaint must acknowledge receipt of the complaint in writing;
- A prompt review of the complaint will be conducted and addressed;
- All data associated with a complaint, including any investigation and any outcome is government data, [Minnesota Statutes Chapter 13](#), Government Data Practices Act governs the release or non-release of data.

Retaliation

Any employee who perceives retaliation because he or she filed a complaint about workplace violence should immediately contact the Human Resources Office, Labor Relations.

RESPONSIBILITIES

Employees

- Conduct one's self in a manner that demonstrates professionalism and respect for all others while working for and representing MnDOT;
- Be familiar with this policy and understand the meanings and definitions included;
- Document and report all behaviors or incidents that may violate this policy to a manager, supervisor, or Human Resources Office;
- Fulfill all mandatory training requirements:
 - Respectful Workplace (*MnDOT employees*)
 - Workplace Violence Prevention (*MnDOT employees*)
- Cooperate in investigations of alleged violations of this policy, including investigations of general harassment, inappropriate behaviors, weapons, and retaliation.

Managers/Supervisors *In addition to the responsibilities of Employees (as described above)*

- Be familiar with this policy to achieve and maintain compliance with this policy;
- Document and take timely and appropriate action when a complaint is made alleging violations of this policy and collaborate with Human Resources in the process;
- Ensure employees fulfill mandatory training requirements:
 - Respectful Workplace (*MnDOT employees*)
 - Workplace Violence Prevention (*MnDOT employees*)

Human Resources Offices

- Assist with the resolution and investigation of inappropriate behaviors that may violate this policy;
- Provide consultation to employees, supervisors, and managers on options and the appropriate course of action, to including guidance regarding resources for alternative solutions;
- Provide consultation to employees, supervisors, and managers on applicable rules, policies, procedures, and learning opportunities;
- Design and provide mandatory training, offer resources and/or training to assist employees in dealing with situations that may lead to potential violence.

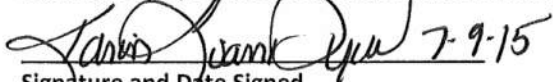
Third Parties (contractor or vendor)

- Conduct one's self in a manner that demonstrates professionalism and respect for all others while working with MnDOT and the public;
- Refer to the [MnDOT Policies](#) webpage to become familiar with all of MnDOT policies;
- Document and report all behaviors or incidents that may violate this policy;
- Cooperate in investigations of alleged violations of this policy including investigations of general harassment, inappropriate behaviors, weapons, and retaliation.

POLICY OWNERSHIP AND AUTHORIZATION


Policy Owner

Karin van Dyck, Director, Office of Human Resources

 7-9-15
Signature and Date Signed

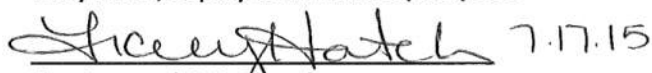
Governance Council

Sue Stein, Director, Corporate Services Division

 7-16-15
Signature and Date Signed

Responsible Senior Officer

Tracy Hatch, Deputy Commissioner/CFO/COO

 7-17-15
Signature and Date Signed

STANDARD FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(41 CFR 60-4.3 and Minnesota Statute §363A.36)

Unless noted, the following apply to both Federal/federally assisted projects and State/state assisted projects. Item 3 applies to Federal/federally assisted projects only.

1. As used in these specifications:
 - (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - (b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 (\$100,000 for State projects) the provisions of these specifications and the Notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4, 5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work on the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) to (p) of these specifications (itemized as 4 [a] to [o], Minnesota Rules 5000.3535). The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and utilization the Contractor should (shall, for State or state assisted projects) reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor shall make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Federal goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance programs or from Federal procurement contracting officers. State goals are published periodically in the State Register in notice form, and may be obtained from the Minnesota Department of Human Rights or the Minnesota Department of Transportation Office of Civil Rights. The Contractor is expected to

make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246 and its associated rules and regulations for Federal or federally assisted projects, and Minnesota Statutes, Section §363A.36 of the Minnesota Human Rights Act, or the rules adopted under the Act for State or state assisted projects.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following (referred to in Minnesota Rules 5000.3535 as items 4(a) to (o)):
 - (a) Ensure and maintain, or for State or state assisted projects make a good faith effort to maintain, a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. For Federal or federally assisted projects, the Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or women individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and woman off-the-street applicant and minority or woman referral from a union, a recruitment source, or community organization and of what action was taken with respect to each individual. If the individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
 - (d) Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights for State or state assisted projects, or the director of the Office of Federal Contract Compliance for Federal or federally assisted projects, when the union, or unions with which the Contractor has a collective bargaining agreement, has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the State of Minnesota for State or state assisted projects or the Department of Labor, for Federal or federally assisted projects. The Contractor shall provide notice of these programs to the sources compiled under (b).
 - (f) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement;

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

- (g) Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions; including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - (h) Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and women news media, and providing written notification to and discussing the Contractor's equal employment opportunity policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 - (i) Direct its recruitment efforts, both oral and written, to minority, women, and community organizations; to schools with minority and women students; and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - (j) Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and women youth, both on the site and in other areas of a Contractor's work force.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. (This requirement applies only to Federal and federally assisted projects.)
 - (l) Conduct, at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities; and encourage these employees to seek or to prepare for, through appropriate training, such opportunities. (This is Item 4(k) in Minnesota Rules.)
 - (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out. (This is item 4(l) in Minnesota Rules.)
 - (n) Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. (This is item 4(m) in Minnesota Rules.)
 - (o) Document and maintain a record of all solicitations or offers for subcontracts from minority and women construction contractors and suppliers, including circulation of solicitations to minority and women contractor associations and other business associations. (This is item 4(n) in Minnesota Rules.)
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment opportunity policies and affirmative action obligations. (This is item 4(o) in Minnesota Rules.)
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7(a) to (p) for Federal or federally assisted projects, and 4(a)-(o) for State or state assisted projects). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) to (p) or 4(a) to (o) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and women work force participation, makes a good faith effort to meet its individual goals and timetables, and can

provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor however, is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female, and all women both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order for Federal or federally assisted projects, or Minnesota Rules for State or state assisted projects, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order or Minnesota Rules part 5000.3520 if a specific minority group is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, or national origin. Minnesota Statutes §363A.36, part 5000.3535 (Subp. 7) also prohibits discrimination with regard to marital status, status with regard to public assistance, disability, age, or sexual orientation.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section §363A.36.
12. The Contractor shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, Section §363A.36, and its implementing rules for State or state assisted projects, or Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs for Federal or federally assisted projects. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section §363A.36, or Executive Order 11246 as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications (paragraph 4 in Minnesota Rules 5000.3535), so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these Specifications or Minnesota Statutes, Section §363A.36 and its implementing rules, or Executive Order 11246 and its regulations, the commissioner or the director shall proceed in accordance with Minnesota Rules part 5000.3570 for State or state assisted projects, or 41 CFR 60-4.8 for Federal or federally assisted projects.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights or the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

EQUAL OPPORTUNITY CLAUSE

(41 CFR Part 60-1.4 b, 7-1-96 Edition)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Agency (SHA) setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Federal Highway Administration (FHWA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor, SHA, or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the SHA to enter into such litigation to protect the interest of the State. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so

participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 - GENERAL

1.1 CONTRACT DOCUMENTS

- A. The Contract Documents are as defined in Agreement Form (Section 00 52 00). The terms of the contract documents apply to these Specifications as fully as though repeated herein. The CONTRACTOR shall coordinate material supply, material delivery/unloading, construction, and inspection to assure efficient and orderly completion of the Work.
- B. The format of these Specifications is based upon the CSI MASTERFORMAT. However, differences in format and subject matter location do exist. It is the CONTRACTOR'S sole responsibility to thoroughly read and understand these Specifications and request written clarification of these portions which are unclear.
- C. Division of the Work as made in this Project Manual is for the purpose of specifying and describing work which is to be completed. There has been no attempt to make a classification according to trade or agreements which may exist between CONTRACTOR, SUBCONTRACTORS, or trade unions or other organizations. Such division and classification of the Work shall be the CONTRACTOR'S sole responsibility.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of this Contract comprises general construction including ditch slope repair consisting of excavation, grading, and riprap placement, in Redwood County.
- B. Work in this contract includes the following major work items and approximate quantities:

Ditch slope repair and placement of riprap to 488 repair sites. The location of the repairs extends across portions of judicial ditch 36. The repair sites along judicial ditch 36 span across 26 sections from east to west. The eastern extent begins in Section 15 of Sundown Township and continues generally westerly across sections of Sundown, Willow Lake, Waterbury, Vail, Granite Rock, and New Avon Townships respectively. (Appendix A includes regional section map that depicts the location of the repair sites, an illustration of a typical repaired ditch and photos of previously repaired ditches.)

The OWNER will supply the CONTRACTOR with maps and linear feet of repair and quantities of riprap needed for each of the 488 repair sites.

The total length of repairs for the 488 sites are 68,990 lineal feet.
The total tons of riprap to be placed at the 488 sites are 49,373 tons.

Together with traffic control and other related appurtenances.

- C. It is the intent of the Project Manual to cover all aspects of the Project. Should there be some items not described in these Specifications which are required for the Work, those items and the furnishing of all labor, materials, and equipment shall be considered incidental to the Work and no additional compensation will be provided.
- D. The Work includes the furnishing of all labor, equipment, tools, machinery, materials, and other items required for the construction of a complete Project as specified. Equipment furnished shall be in safe operating condition and of adequate size, capacity, and condition for the performance of the Work. CONTRACTOR shall obtain all measurements necessary for the Work and shall be responsible for establishing all dimensions, levels, and layout of the Work.
- E. CONTRACTOR shall be solely responsible for the coordination of its activities with regard to the Project and the activities of SUBCONTRACTORS and OWNER.

1.3 FORM OF SPECIFICATIONS

- A. Some Work described in these specifications use systems approach to identify systems of structure or facility. System components either specified in system specifications or by reference to another section.
- B. Term "provide" or "provided" shall mean "furnish and install in-place."

1.4 CONTRACTS

- A. Perform Work based on estimated quantities and unit prices with OWNER and shall be full compensation for labor, equipment, materials, and other items (not specifically mentioned) required to complete the Work in accordance with the Plans and Specifications for the base bid Work. Daily meetings may be held at OWNER or ENGINEER's discretion.

1.5 PERMITS AND LICENSES

- A. See Regulatory Requirements (Section 01 41 00).

1.6 CONTRACTOR USE OF PREMISES

- A. Definition of Site: The Site is defined as predetermined locations identified on the maps and as marked in the field by the OWNER for slope/ditch repair. CONTRACTOR shall limit operations, including material and equipment storage to within construction limits.
- B. CONTRACTOR shall keep driveways, roads, and entrances serving the site clear and available to OWNER and OWNER'S employees at all times. Do not use these areas for parking or storage of materials.
- C. Hours of Operation:
 - 1. CONTRACTOR'S operations shall be limited to the hours of local time as required by Redwood County, unless prior arrangements are made with the OWNER and at least 48 hours in advance of proposed change and change is approved by the County and property Owner. CONTRACTOR'S operations shall be limited to daylight hours Monday through Friday. No work is to be done on Saturday, Sundays and legal holidays. However, emergency Work may be done without prior permission. The

CONTRACTOR shall make a reasonable effort to notify OWNER and ENGINEER of emergency Work as soon as possible.

2. CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours stipulated herein. At OWNER'S option, overtime costs may either be deducted from the CONTRACTOR'S monthly payment request or deducted from the CONTRACTOR'S retention prior to release of final payment. Overtime costs for the OWNER'S personnel shall be based on the individual's current overtime wage rate. Overtime costs for personnel employed by the ENGINEER or OWNER'S independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the OWNER.
- D. Protection and Repair of Existing Facilities and Utilities: CONTRACTOR shall perform operations carefully and in such a manner as to protect existing facilities and utilities. Obstructions not shown on the Drawings may exist and shall be exposed by CONTRACTOR without damage. CONTRACTOR shall be responsible for damage to existing facilities and utilities resulting from CONTRACTOR'S operations, and shall repair or replace damaged items to OWNER'S satisfaction. Groundwater monitoring wells shall be protected during construction.
- E. Unfavorable Construction Conditions: When unfavorable weather, soil, drainage, or other unsuitable construction conditions exist, CONTRACTOR shall confine operations to work which will not be adversely affected by such conditions. No portion of the Work shall be constructed under conditions which would adversely affect the quality of the Work, unless special means or precautions are taken to perform the Work in a proper and satisfactory manner.
- F. CONTRACTOR shall, at all times, conduct operations to ensure least inconvenience to OWNER, other contractors, and general public.
- G. Coordinate use of premises under direction of OWNER.
- H. Assume full responsibility for protection and safekeeping of materials and equipment under this Contract.
- I. Obtain and pay for use of additional storage or Work areas needed for operations at no additional cost to OWNER.

1.7 SEQUENCE OF WORK

- A. CONTRACTOR shall determine the sequence of Work to meet the requirement of these Contract Documents.
 1. Contractor shall comply with all road restrictions/season load limits.
 2. Observe State, County, and Local traffic rules and weight restrictions.
 3. All vehicle trips loaded or unloaded shall be on designated haul roads only.
 4. CONTRACTOR to coordinate selection of haul roads with the appropriate governing body and acquire any necessary permits.
 5. Riprap supplied by others will be delivered at predetermined locations as assigned by the OWNER.

1.8 RESPONSIBILITY OF THE CONTRACTOR

- A. The CONTRACTOR shall be responsible for the scheduling and general management of the work of the Project and for the acts and omissions of all of their employees; all SUBCONTRACTORS, their agents and employees; and all other persons performing any of the Work under a contract with the CONTRACTOR either above or below ground or water.
- B. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention. It shall be solely responsible for all construction means, methods, techniques and procedures and for coordinating all portions of the Work under this Contract.
- C. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- D. A CONTRACTOR representative who speaks English shall be on-site at all times.

1.9 COMMENCING WORK

- A. The CONTRACTOR shall not commence work nor allow any SUBCONTRACTOR to commence work until the OWNER has issued a Notice to Proceed.
- B. Work shall not commence without the approval of the ENGINEER, acting on behalf of the OWNER.
- C. Work shall not commence until all utility companies have been contacted and any and all buried utility lines have been marked.

1.10 STOPPING WORK

- A. OWNER may stop work in accordance with Article 13.05 of the General and Supplementary Conditions.

1.11 FIELD MARKING OF SITES AND CONSTRUCTION OBSERVATION

- A. See Field Engineering (Section 01 71 23) for field marking of sites and construction staking information and requirements.
- B. Provide ENGINEER a minimum of two business days notice in advance of the need for observation of Work.

1.12 CONSTRUCTION SCHEDULING

- A. Property Owner notification of work directly affecting their property is required for all situations prior to starting work. The OWNER will notify the Property Owners. However, it is the responsibility of the CONTRACTOR to ensure that the OWNER is aware of issues such as access restrictions, so they may inform the Property Owners.
- B. Any additional costs associated with cold weather curing for concrete material will be the responsibility of the CONTRACTOR. This includes any costs of delay incurred by the CONTRACTOR or OWNER and any foreseeable consequential costs incurred by either party.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES**

PART 1 - GENERAL

1.1 SUMMARY

- A. Work under this section includes descriptions of the measurement and payment methods for each bid item including directing the CONTRACTOR which work items shall have their prices merged and which are considered incidental to the project. The CONTRACTOR shall coordinate material supply, material delivery/unloading, construction, and inspection to assure efficient and orderly completion of the Work.

1.2 MEASUREMENT AND PAYMENT

- A. General
1. Work under the following specification sections are considered incidental to the project, and no further compensation will be made.
 - a. Section 01 11 00 – Summary of Work
 - b. Section 01 25 00 – Substitution Procedures
 - c. Section 01 31 00 – Project Management and Coordination
 - d. Section 01 33 00 – Submittal Procedures
 - e. Section 01 35 31 – Health and Safety Requirements
 - f. Section 01 41 00 – Regulatory Requirements
 - g. Section 01 42 00 – References
 - h. Section 01 45 29 – Testing Laboratory Services
 - i. Section 01 50 00 – Temporary Facilities and Controls
 - j. Section 01 55 00 – Site Access and Storage
 - k. Section 01 55 26 – Traffic Control
 - l. Section 01 57 21 – Air, Land and Water Pollution Control
 - m. Section 01 57 29 – Protection of Existing Facilities
 - n. Section 01 60 00 – Product Requirements
 - o. Section 01 70 00 – Execution and Closeout Requirements
 - p. Section 01 71 23 – Field Engineering
 2. Measurement and payment criteria applicable to portions of the work performed.
 3. Defect assessment and non-payment for rejected work.
 4. Unit Quantities Specified:
 - a. Quantities and measurements indicated in the Bid Form are for bidding and contract purposes.
 - b. A Change Order may be submitted if the scope of work changes. Change Order approval will be required from the OWNER.
 5. Measurement and Quantities:
 - a. Measurement of quantities expressed as volume are based upon a neat plan line projection to the work limits as determined on the Bid Form for each item with no additional allowances for shrinkage, swelling, or creep.

- b. Measurements of quantities expressed as area shall be based upon square dimensions using mean length and width or radius.
 - c. Measurement of quantities expressed as linear foot shall be based on the length projected in plan view based on survey points (i.e., slopes projected flat).
 - d. Lump Sum/Price Measurement: Items measured by volume, area, or linear means or combinations, as appropriate, as a completed item or unit of work.
6. Payment:
- a. Payment for each lump sum and unit price stated in the itemized bill shall constitute full compensation for all required labor, products, tools, equipment, plant, transportation, services, and incidentals: erections, application on installation of an item of the work required to complete all work specified under that particular item including cleanup, and all costs for doing related work as set forth in these specifications and/or on the Drawings or implied in carrying out their intent.
 - 1) The price bid sum stated in the itemized bid shall be deemed to include an allowance for overhead and profit.
 - b. Final payment for work governed will be made on the basis of bid quantities accepted by OWNER.
 - c. Requests for payment shall be in accordance with the General Conditions of the Construction Agreement.
 - d. Payment will be made to the limits as specified in the Contract Documents.
 - e. No partial payments shall be made for the installation of items which have not been tested and approved.
 - f. No partial payment shall be made for material delivered to the site and stored until installation.
 - g. Payment for unit price items will be made monthly until completion of each unit price based on quantity estimated by CONTACTOR, and verified by OWNER. Final payment will be based on actual field measured quantities.
7. Defect Assessment:
- a. Replace the work, or portions of the work, not conforming to specified requirements.
 - b. If, in the opinion of OWNER, it is not practical to remove and replace the work, OWNER will direct one of the following remedies:
 - 1) The defective work may remain, but the unit/price will be adjusted to a new sum/price at the discretion of OWNER.
 - 2) The defective work will be partially repaired to the instructions of OWNER, and the unit/sum price will be adjusted to a new sum/price at the discretion of the OWNER.
 - c. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
 - d. The authority of OWNER to assess the defect and identify payment adjustment is final.
8. Non-Payment for Rejected Products:
- a. Payment will not be made for any of the following:

- 1) Products wasted or disposed of in a manner that is not acceptable.
- 2) Products determined as unacceptable before or after placement.
- 3) Products not completely unloaded from the transporting vehicle.
- 4) Products placed beyond the lines and levels of the required work.
- 5) Products remaining on hand after completion of the work.
- 6) Loading, hauling, and disposing of rejected products.

B. Bid Items:

1. Mobilization– Section 01 71 13

- a. Basis of Measurement: By lump sum.
- b. Basis of Payment: At the unit price per lump sum.
- c. Includes: Unit price includes, but is not limited to, materials, equipment, labor for movement to and from the project site, permits, bonds, contractor temporary facilities, and other miscellaneous items.
- d. Payment Schedule:
 - 1) Partial payment of the Lump Sum Bid Item "Mobilization" will be made using a percentage based on the following:

When	Contract Unit Price for Mobilization is less than or equal to 5 percent of the total contract amount, pay	Contract Unit Price for Mobilization exceeds 5 percent of the total contract amount, pay
Percent of Original Contract Amount Completed*	Percent of Mobilization	Percent of Original Contract Amount*
First Partial Payment	50	2.5
25	70	3.5
50	90	4.5
95	100	5
100	100	--
*The percent of Original Contract Amount = the amount earned by the Contractor, excluding money earned for mobilization and material on hand, divided by the total value of the original contract (all contract items). If the contract unit price for mobilization exceeds 5 percent of the total original contract amount, the OWNER may withhold (on any partial estimate) the portion in excess of 5 percent until the Contractor earns 100 percent of the original contract amount.		

2. Ditch Slope Repair – Section 31 23 00

- a. Basis of Measurement: By lineal feet of ditch slope/bank repaired, without regard to bank height.
- b. Basis of Payment: At the unit price per lineal feet of ditch slope/bank repaired.
- c. Includes, but is not limited to: Unit price includes material, equipment, and labor required to properly repair the ditch bank as specified and place riprap (provided by others). The work also includes removing excess soil from the ditch and placing at the top of the slope as specified.

3. Install Riprap – Section 31 37 00
 - a. Basis of Measurement: By the ton of material installed and accepted as determined by weights specified by FEMA documents for each site completed.
 - b. Basis of Payment: At the unit price per ton of riprap installed.
 - c. Includes, but is not limited to: Unit price includes material, equipment, and labor required to properly install riprap at each of the locations identified. Riprap will be delivered to each site under a separate contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 25 00
SUBSTITUTION PROCEDURES**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes basic procedures for request for consideration of proposed substitutions after the bidding period.

1.2 SUBMITTALS

- A. Submit enclosed Substitution request form
 - 1. Attachment 1: After Contract Award
- B. Procedures for Contractors request for consideration of substitute as an "Approved Equivalent"
 - 1. To consider products of other manufacturers as "Approved Equivalent" CONTRACTOR shall demonstrate the substitution is equal to or better than the specified item. Factors to be addressed are:
 - a. Environment (ambient conditions, climate, etc.)
 - b. Quality
 - c. Dependability
 - d. Durability
 - e. Strength
 - f. Performance
 - g. Operation Efficiency
 - h. Maintenance
 - i. Warranty
 - j. Overall Cost Effectiveness
 - 2. CONTRACTOR shall submit only proposed items that duplicate the intended design or function that are currently in satisfactory use at other similar sites. The CONTRACTOR may be asked to provide references to other sites where the proposed substitutions have been installed.
 - 3. Basis of Acceptance: The CONTRACTOR'S provided data as stated in paragraphs 1 and 2 above shall become the basis for accepting the proposed substitution. Substitutions shall not be accepted without the approval of the ENGINEER.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for Project Meetings and coordination of construction activities.

1.2 COORDINATION

- A. The CONTRACTOR shall coordinate material supply, material delivery/unloading, construction, and inspection to assure efficient and orderly completion of the Work.
- B. The CONTRACTOR shall notify the OWNER, when coordination of the OWNER'S or other CONTRACTOR'S activities are required.
- C. The CONTRACTOR shall notify the ENGINEER, when coordination of the CONTRACTOR'S activities are required by the OWNER.

1.3 PROJECT PERSONNEL

- A. The OWNER is:

Redwood County
403 South Mill Street
Redwood Falls, MN 56283
- B. The ENGINEER is:

Stantec Consulting Services Inc.
1 Carlson Parkway, Suite 100
Plymouth, MN 55447
Telephone: (763) 479-4200

1.4 PRECONSTRUCTION MEETING

- A. OWNER will schedule and conduct a preconstruction meeting to be held prior to beginning work.

1.5 WEEKLY PROGRESS MEETINGS

- A. Weekly progress meeting to be held as needed on an agreed upon day by OWNER, ENGINEER, and CONTRACTOR.
- B. Daily meetings may be held at OWNER or ENGINEER'S discretion.

1.6 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PRECONSTRUCTION MEETING

- A. If required, notice of preconstruction meeting received by attendees a minimum of five (5) calendar days prior to meeting date.
- B. Attendees at the preconstruction meeting.
 - 1. OWNER
 - 2. ENGINEER
 - 3. CONTRACTOR'S superintendent and foreman.
- C. Notice to include
 - 1. Date
 - 2. Time
 - 3. Agenda
 - a. Safety programs.
 - b. Review submittals.
 - c. Review the responsibilities of each party.
 - d. Address CONTRACTORS' questions.
 - e. Review lines of authority and communication.
 - f. Review principal features of Work.
 - g. Review methods for documenting and reporting, and for distributing documents and reports.
 - h. Make additional appropriate modifications to the CQA Plan if needed.
 - i. Establish protocols for testing.
 - j. Establish protocols for handling deficiencies, repairs, and retesting.
 - k. Review the time schedule for construction.
 - l. Review progress schedules.
 - m. Payrolls and labor relations.
 - n. Environmental protection.
 - o. Payment and procurement of materials.
 - p. Establish soil stockpiling locations (if any).
- D. Attendance (as appropriate):
 - 1. CONTRACTOR'S superintendent.
 - 2. Quality control supervisor.
 - 3. Safety personnel.
 - 4. Major subcontractors' job superintendents.
 - 5. OWNER
 - 6. CONTRACTOR's Health and Safety Manager
 - 7. ENGINEER

- E. Specifics of CONTRACTOR'S health, safety, and emergency plan shall be discussed so emergency procedures and safety requirements are understood by those directly related to site Work.

3.2 PROGRESS MEETINGS

- A. OWNER OR ENGINEER shall schedule and administer progress meetings as needed or as required by the CONTRACTOR.
- B. Attendance (as appropriate):
 - 1. OWNER or ENGINEER
 - 2. CONTRACTOR'S superintendent
 - 3. CONTRACTOR'S quality control supervisor
 - 4. CONTRACTOR'S safety and emergency coordinator
 - 5. Subcontractors as appropriate to agenda
 - 6. Suppliers as appropriate to agenda
- C. General Meeting Requirements:
 - 1. OWNER or ENGINEER shall administer following general requirements for progress meetings.
 - a. Prepare agenda for meetings
 - b. Make physical arrangements for meetings
 - c. Preside at meetings
 - d. Record significant proceedings and decisions of meeting
 - 2. The OWNER or ENGINEER will reproduce and distribute copies of meeting record within three (3) days after each meeting to participants in meeting and to parties affected by decisions made at meeting. Furnish three (3) copies of minutes to OWNER.
- D. Typical Agenda:
 - 1. Review and approval of record of previous meeting
 - 2. Review of Work progress since previous meeting
 - 3. Field observations, problems, and conflicts
 - 4. Problems impeding Work schedule
 - 5. Review of off-site delivery schedules
 - 6. Corrective measures and procedures to regain projected schedule
 - 7. Revisions to project schedule
 - 8. Planned progress during Work period
 - 9. Coordination of schedule
 - 10. Review submittal schedules; expedite as required
 - 11. Maintenance of quality and safety standards
 - 12. Pending changes and substitutions
 - 13. Review proposed changes for effect on construction schedule and completion date, and other contracts of project
 - 14. Other business
 - 15.
 - 16. END OF SECTION

**SECTION 01 33 00
SUBMITTAL PROCEDURES**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for submittals of construction progress schedules as needed, test results (if needed), and other submittals required by OWNER OR ENGINEER.
- B. Submittal for Review:
 - 1. Submit required materials for ENGINEER'S review in accordance with requirements of Contract Documents.
- C. Submittal for Record:
 - 1. Submit required materials for inclusion into OWNER'S records as requested. Submittal materials may or may not be reviewed by ENGINEER or OWNER.

1.2 REQUIRED SUBMITTALS

- A. Construction Schedule
 - 1. See paragraph 1.3.
- B. Construction Materials
 - 1. All Materials used for construction.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Prepare and submit construction progress schedule in accordance with requirements of General Conditions.
- B. Comply with Summary of Work (Section 01 11 00) for working hours.
- C. Prepare schedules in form of horizontal bar chart, and submit within 1 week of notice to proceed or at the pre-construction meeting.
 - 1. Provide separate horizontal bar for each operation.
 - 2. Horizontal Time Scale: Identify first Work day of each week.
 - 3. Scale and spacings to allow space for notations and future revisions.
 - 4. Arrange listings in order of start of each item of Work.
- D. Construction Progress Schedule:
 - 1. Show complete sequence of construction by activity.
 - 2. Show dates for beginning and completion of each major element of construction and installation dates for major items. Elements shall include, but not be limited to, the following:
 - a. Site preparation.
 - b. Shop Drawing receipt from supplier/manufacturer, submittal to ENGINEER, review and return to supplier/manufacturer.
 - c. Material and equipment order, manufacturer, delivery.

- d. Major work scope items.
 - e. Subcontractor's items of Work.
 - f. Final cleanup
 - g. Allowance for inclement weather.
 - h. Miscellaneous items.
3. Show projected percentage of completion for each item as of first day of each month.
- E. Schedule Revisions
1. Every 30 days to reflect changes in progress of Work.
 2. Indicate progress of each activity at date of submittal.
 3. Show changes occurring since previous submittal of schedule.
 - a. Major changes in scope.
 - b. Activities modified since previous submittals.
 - c. Revised projections of progress and completion.
 - d. Other identifiable changes.
 4. Provide narrative report as needed to define:
 - a. Problem areas, anticipated delays, and impact on schedule.
 - b. Corrective action recommended and its effect.
 - c. Effect of changes on schedule of other CONTRACTORS.
- F. Any claims for compensation due to project delays that are not identified, illustrated, and brought to the Engineers/Owners attention through the project's Construction Schedule submissions will not be considered.

1.4 SHOP DRAWINGS AND SAMPLES

- A. Submit Shop Drawings and samples required in individual specification sections. This includes all materials used for construction for review prior to being delivered on site to ensure they meet both specification and aesthetic quality.
- B. CONTRACTOR'S responsibilities shall include:
1. Review Shop Drawings and samples prior to submittal.
 2. Determine and verify:
 - a. Field measurements.
 - b. Field construction criteria.
 - c. Catalog numbers and similar data.
 - d. Conformance with specifications
 3. Coordinate each submittal with requirements of Work and of Contract Documents.
 4. Notify ENGINEER in writing, at time of submittal, of deviations in submittals from requirements of Contract Documents.
 5. Begin no fabrication or Work that requires submittals until return of submittals with ENGINEER acceptance.
 6. Designate in construction progress schedule, dates for submittal and receipt of reviewed shop Drawings and samples.

- C. Submittals shall contain:
1. Date of submittal and dates of previous submittals.
 2. Project title and number.
 3. Contract identification.
 4. Names of:
 - a. CONTRACTOR
 - b. Supplier
 - c. Manufacturer
 5. Identification of product, with identification numbers, and Drawings and specification section numbers.
 6. Field dimensions, clearly identified.
 7. Identify details required on Drawings and in specifications.
 8. Show manufacturer and model number, give dimensions, and provide clearances.
 9. Relation to adjacent or critical features of Work or materials.
 10. Applicable standards, such as ASTM or Federal Specification numbers.
 11. Identification of deviations from Contract Documents.
 12. Identification of revisions on resubmittals.
 13. Blank space for CONTRACTOR or ENGINEER stamps.
 14. CONTRACTOR'S stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of Work and Contract Documents.
- D. Resubmittal requirements shall include:
1. Corrections or changes in submittals required by ENGINEER. Resubmittals are required until accepted.
 2. Shop Drawings and product data:
 - a. Revise initial Drawings or data and resubmit as specified for initial submittal.
 - b. Indicate changes which have been made other than those requested by ENGINEER.
 3. Submit new samples as required for initial submittal.
- E. Distribute reproductions of shop Drawings and copies of product data which carry ENGINEER'S stamp acceptance to:
1. Record documents file.
 2. Subcontractors.
 3. Supplier or fabricator.
- F. ENGINEER'S duties include:
1. Review submittals with reasonable promptness and in accordance with schedule.
 2. Affix stamp or review form and signature, and indicate requirements for resubmittal, if required.
 3. Return submittals to CONTRACTOR for distribution or for resubmittal.

1.5 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified on the Drawings and in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SUBMITTAL REQUIREMENTS

- A. Provide complete copies of required submittals as follows:
 - 1. Construction progress schedule:
 - a. Two copies of initial schedule
 - b. Two copies of each revision
 - 2. Shop Drawings: Six copies
 - 3. Test results: Three copies
 - 4. Other required submittals:
 - a. Six copies if required for review
 - b. Three copies if required for record
 - 5. Deliver required copies of submittals to ENGINEER.
 - 6. In lieu of paper copies, electronic submittals (PDF, MS Word, or MS Excel) for certain documents may be allowed at the discretion of the ENGINEER.

END OF SECTION

**SECTION 01 35 31
HEALTH AND SAFETY REQUIREMENTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes health and safety requirements for the Project.
- B. CONTRACTOR shall be responsible for implementation and enforcement of safe Work practices, including, but not limited to personnel monitoring, handling and drilling; operation of equipment; and safety of public during progress of Work.

1.2 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
 - 1. CONTRACTOR shall plan for and ensure personnel comply with basic provisions of OSHA Safety and Health Standards (29 CFR 1910) and General Construction Standards (29 CFR 1926) as appropriate.
 - 2. CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property.

1.3 OPERATIONS AND EQUIPMENT SAFETY

- A. CONTRACTOR shall be responsible for initiating, maintaining, and supervising safety precautions and programs in connection with Work. CONTRACTOR shall take necessary precautions for safety of employees on project site and other persons and organizations who may be affected by the project.
- B. CONTRACTOR'S duties and responsibilities for safety in connection with Work shall continue until such time as all Work is completed and ENGINEER has issued notice to CONTRACTOR that Work is complete.

1.4 HEALTH AND SAFETY

- A. CONTRACTOR is responsible for implementation and enforcement of health and safety requirements and shall take necessary precautions and provide protection for:
 - 1. All personnel working on or visiting project site, irrespective of employer.
 - 2. Work and materials or equipment to be incorporated in Work area whether on- or off-site.
 - 3. Other property at or adjacent to project site.
 - 4. Public exposed to job-related operations or potential release of toxic or hazardous materials.
- B. CONTRACTOR shall prepare a site-specific Health And Safety Plan (HASP). CONTRACTOR is solely responsible for the adequacy of the HASP's preparation, monitoring, management, and enforcement. At a minimum, CONTRACTOR'S HASP shall address the following:
 - 1. Site description and history

2. Project activities and coordination with other CONTRACTORS.
 3. Hazard evaluation.
 4. On-site safety responsibilities.
 5. Work zones.
 6. Personnel training.
 7. Personal protection, clothing, and equipment.
 8. Emergency procedures.
- C. If OWNER contracts with others for Work on the site, CONTRACTOR shall amend the HASP to include provisions for Work of others. CONTRACTOR shall also manage, enforce, and monitor the health and safety activities of other CONTRACTORS during duration of other CONTRACTORS' Work.
- D. CONTRACTOR shall conduct an on-site safety meeting to review safety procedures with all workers prior to the beginning of construction.

1.5 OWNER OR ENGINEER RESPONSIBILITIES

- A. The OWNER or ENGINEER is anticipated to be present on Project Site during construction activities. The OWNER or ENGINEER will comply with CONTRACTOR'S safety plans, programs, and procedures, in addition to following their own safety plans, program and procedures.
- B. If OWNER or ENGINEER determines CONTRACTOR'S safety plans, programs, and procedures do not provide adequate protection for OWNER or ENGINEER, OWNER or ENGINEER may direct its employees to leave Project Site or implement additional safeguards for OWNER or ENGINEER protection. If taken, these actions will be in furtherance of OWNER or ENGINEER responsibility to its employees only, and OWNER or ENGINEER will not assume responsibility for protection of any other persons affected by Work.
- C. If OWNER or ENGINEER observes situations that appear to have potential for immediate and serious injury to persons, OWNER or ENGINEER may warn persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and OWNER or ENGINEER will not, by issuance of any such warning, assume any responsibility to issue future warnings or any general responsibility for protection of persons affected by Work.

1.6 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified in the Technical Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 41 00
REGULATORY REQUIREMENTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes permit and easement information and requirements for the Project.

1.2 PERMITS & EASEMENTS

- A. Permits and easements will be acquired by the OWNER, except as listed in Section 1.2.C. The CONTRACTOR shall be responsible for acquiring the listed permits and approvals prior to Notice to Proceed. The CONTRACTOR will be required to pay any associated fees.
- B. The Contractor shall conduct his operations in accordance with the provisions of all permits, whether obtained by the CONTRACTOR or provided by the OWNER. Any violations or fines will be the sole responsibility of the CONTRACTOR.
- C. The CONTRACTOR shall be responsible to acquire the following permits and approvals that are specific to the construction methods and equipment to be employed by CONTRACTOR:
 - 1. Any approvals required by Redwood County.
 - 2. Any additional approvals from the Redwood County for haul routes, traffic control, operating hours, construction methods, staging, material and equipment storage, etc.
 - 3. CONTRACTOR shall apply for, obtain, and comply with other permits, licenses, and approvals which may be required for the Project.

1.3 PERMITS ACQUIRED BY OWNER

- A. OWNER will not secure any permits for this project.

1.4 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified on the Drawings and in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 42 00
REFERENCES**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes information on typical definitions, abbreviations, and acronyms used in the Contract Documents.
 - 1. Basic definitions are provided in the General Conditions.
 - 2. Additional technical definitions are provided in appropriate sections of these Specifications.
 - 3. Abbreviations and acronyms are sometimes used in the Specifications to identify reference standards. Implied words and meanings shall be interpreted as appropriate.
 - 4. When a standard is specified by reference, the CONTRACTOR shall comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or when applicable codes established more strict standards.
 - 5. When published standards are referenced, the publication in effect on the date of issue of Contract Documents shall apply, unless specified otherwise.

1.2 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

- A. The CONTRACTOR shall obtain copies of referenced standards, direct from the publication source, when needed for proper performance of Work, or when required for submittal by Contract Documents.
 - 1. AASHTO American Association of State Highway and Transportation Officials
44 North Capital Street, NW
Washington, DC 20001
 - 2. ASTM American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103
 - 3. GRI Geosynthetic Research Institute
475 Kedron Avenue
Folsom, PA 19033-1208
 - 4. Mn/DOT Minnesota Department of Transportation
395 John Ireland Blvd
St. Paul, MN 55155-1899
 - 5. CEAM City Engineers Association of Minnesota
145 University Avenue West
St. Paul, MN 55103
 - 6. ACI American Concrete Institute
38800 Country Club Drive
Farmington Hills, MI 48331
 - 7. AWS American Welding Society

8669 NW 36 Street, #130
Miami, FL 33166

8. CRSI Concrete Reinforcing Steel Institute
933 North Plum Grove Road
Schaumburg, IL 60173

1.3 OTHER DEFINITIONS

- A. Furnish: Supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- B. Install: Operations at the Project Site, including unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- C. Provide: To furnish and install in-place, complete and ready for the intended use.
- D. Installer: The CONTRACTOR or another entity engaged by the CONTRACTOR, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
1. The term experienced, when used with the term Installer, means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authorities having jurisdiction.
- E. Project Site or Project or Site: Is the space available for performing construction activities, either exclusively or in conjunction, with others performing work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- F. Standard Specifications or Mn/DOT Spec: Minnesota Department of Transportation "Standard Specifications for Construction" 2020 edition with revisions and supplements.
- G. OWNER & ENGINEER: as discussed in Project Management and Coordination (Section 01 31 00).

1.4 ACRONYMS/ABBREVIATIONS

- A. The following is a partial list of acronyms that may be found in the Contract Documents:
1. ADA American with Disabilities Act
 2. ADT Average Daily Traffic
 3. CO Change Order
 4. COE Army Corps of Engineers
 5. CSAH County State Aid Highway
 6. DBE Disadvantaged Business Enterprise
 7. DNR Department of Natural Resources
 8. DOT Department of Transportation

9. EA Environmental Assessment
10. EAW Environmental Assessment Worksheet
11. EEO Equal Employment Opportunity
12. EIS Environmental Impact Statement
13. FAA Federal Aviation Administration
14. FEMA Federal Emergency Management Administration
15. FHWA Federal Highway Administration
16. MPCA MN Pollution Control Agency
17. ROW Right of Way
18. TH Trunk Highway
19. WBE Women in Business Enterprise

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 45 29
TESTING LABORATORY SERVICES**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for in place and source testing.

1.2 TESTING SERVICES

- A. OWNER will employ and pay for services of an independent testing laboratory to perform specified IN PLACE testing as described in respective sections of specifications.
 - 1. CONTRACTOR shall coordinate and cooperate to facilitate execution of its required services.
 - 2. In the case of failure of tests to meet the requirements, the material shall be removed and replaced by the CONTRACTOR to comply with the specifications at no additional cost to the OWNER. Costs related to re-testing of repaired items shall be borne by the CONTRACTOR.
- B. CONTRACTOR shall employ and pay for services of an independent testing laboratory to perform specified SOURCE TESTING as described in respective sections.
- C. Related requirements in other parts of project Manual:
 - 1. Inspections and testing required by laws, ordinances, rules, regulations, orders, or approvals of public authorities: Conditions of Contract.

1.3 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to Work.
- B. Provide laboratory preliminary design mix proposed to be used for concrete and bituminous materials, or any other material mixes which require control by testing laboratory.
- C. Furnish copies of product test reports.
- D. Furnish Labor and Facilities:
 - 1. To provide access to Work to be tested.
 - 2. To assist in obtaining samples at project site
 - 3. To facilitate inspections and tests.
 - 4. For storage and curing of test samples.
- E. Notify laboratory and ENGINEER sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
 - 1. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR'S negligence.
- F. Make arrangements with laboratory and pay for additional samples and tests required for CONTRACTOR'S convenience.

1.4 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified on the Drawings and in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for CONTRACTOR supplied field office and temporary utilities.

1.2 PROTECTION OF MATERIALS AND WORK

- A. Security:
 - 1. The CONTRACTOR shall control site security and activity at all times.

1.3 PARKING, MATERIALS STORAGE, AND STAGING AREAS

- A. Coordination:
 - 1. The CONTRACTOR shall coordinate the location of storage areas, staging areas with the OWNER, and ENGINEER and other Contractors working on the site.

1.4 UTILITY REQUIREMENTS

- A. Electrical
 - 1. CONTRACTOR to provide temporary power supply as may be required for construction activities and appurtenances.
- B. Water
 - 1. No water supply available at site for CONTRACTOR'S use.
 - 2. CONTRACTOR to obtain and supply water for usage at site.
 - 3. CONTRACTOR to supply potable water for personnel use at site unless otherwise noted.
- C. Sanitary facilities
 - 1. CONTRACTOR to provide sanitary facilities for personnel at the site.
- D. Fire Protection
 - 1. CONTRACTOR shall make all arrangements necessary to assure that the Site and the Work have adequate fire protection services throughout the duration of the Work. Any special fees or charges imposed by the local governmental units or other organization to provide such services shall be paid by CONTRACTOR.
- E. Lighting
 - 1. CONTRACTOR shall provide such temporary lighting as may be required to perform the Work.
- F. Telephone
 - 1. CONTRACTOR to provide cell phone service to supervisory personnel on site.

1.5 SITE MAINTENANCE

- A. Maintenance:
 - 1. The CONTRACTOR shall maintain the Project Site in a clean and orderly condition free of waste and debris resulting from the Work.
- B. Trash Disposal:
 - 1. The CONTRACTOR shall be responsible for collecting and properly disposing of all trash and debris. Trash, debris, and waste shall not be allowed to accumulate.
- C. Completion of Work:
 - 1. The CONTRACTOR shall remove all equipment, materials, waste and debris resulting from the Work.
 - 2. The CONTRACTOR shall leave all Work areas and areas occupied during the Work in a clean condition.

1.6 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. Examine and verify site acceptability to receive and construct temporary utilities.
- B. Connect to utilities provided by CONTRACTOR.
- C. Provide utilities required for project Work.
- D. Remove personnel sanitary facilities upon project completion.
- E. Mail delivery shall not be interrupted at any time.
- F. Garbage or recycling pickup shall not be interrupted at any time.

END OF SECTION

**SECTION 01 55 00
SITE ACCESS AND STORAGE**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for site access, storage, staging, parking, traffic control and temporary crossings.

1.2 SITE ACCESS

- A. During the execution of this project, all access, movement of construction equipment, and storage of materials shall be within the work limits identified in the Contract Documents. The CONTRACTOR'S material storage and parking areas shall be as approved by the OWNER and ENGINEER.
- B. The CONTRACTOR's staging, storage, and equipment parking areas shall be restored before final acceptance of the work
- C. The CONTRACTOR shall be solely responsible for making arrangements for any necessary off-site storage or shop areas.
- D. The CONTRACTOR shall notify the OWNER of any activities that may disrupt access to businesses or facilities or parking areas at the Preconstruction Conference. Additional notification to the OWNER shall occur at least 48 hours prior to activity.
- E. The CONTRACTOR is responsible for keeping streets and roadways clean of dust, dirt, mud and debris both inside and outside the work area.
- F. Damage to crops shall be avoided to the extent possible. It is the policy of the OWNER that the OWNER pays for crop damage. A 33-foot-wide access path from top of bank along the ditches will be provided. Access beyond the 33-foot-wide path may be allowed upon written approval of the OWNER/County Ditch Inspector.

1.3 CONSTRUCT, MAINTAIN, & RESTORE ACCESS AND STAGING AREAS

- A. While hauling operations are in progress, CONTRACTOR shall maintain haul roads in condition satisfactory to the OWNER or ENGINEER. Work shall include any or all of the following items:
 - 1. Application of water
 - 2. Bituminous material
 - 3. Calcium chloride
 - 4. Sweeping
 - 5. Others as necessary
- B. When hauling operations are completed, CONTRACTOR shall:
 - 1. Restore to condition that existed at the time hauling operations were started; or
 - 2. Compensate the local road authority in the amount satisfactory to that road authority.

- C. The ENGINEER or OWNER shall make the determination as to the kind and amount of Work required to restore the haul road/access to a condition equal to the time hauling operations began. The Work required is also dependent upon the access route(s) selected by the CONTRACTOR.
- D. When hauling operations are complete and restoration is complete to the satisfaction of the ENGINEER or OWNER, the CONTRACTOR will be relieved of any additional obligation in connection to the maintenance and restoration of the haul road.
- E. Restore site access and staging areas to preconstruction conditions at completion of the project. Scarify and loosen soil as required or as directed by the OWNER or ENGINEER for installation of seed and mulch.
- F. Restoration of access roads and staging areas may require, but are not limited to:
 - 1. Scarification
 - 2. Topsoil
 - 3. Seeding
 - 4. Sodding
 - 5. Mulching
 - 6. Pavement repair/replacement

1.4 HIGHWAY LIMITATIONS

- A. The CONTRACTOR shall make an investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the project. It shall be the CONTRACTOR'S responsibility to construct, maintain, and restore any haul roads required for its construction operations in accordance with the provisions of Section 2051.3 of MN/DOT's "Standard Specifications for Construction", latest Edition with revisions and supplements. CONTRACTOR shall obtain all permits and pay all fees required for oversize loads.

1.5 TEMPORARY LANE CLOSURE

- A. CONTRACTOR shall provide, submit, and obtain approval from OWNER, ENGINEER, Redwood County for traffic control plans implemented by the CONTRACTOR.
- B. CONTRACTOR shall comply with all required permits.

1.6 TRAFFIC CONTROL

- A. See Traffic Control (Section 01 55 26).
- B. In addition to the traffic control procedures required in the traffic control plan, this section of traffic control requirements is applicable to any other traffic control devices required to complete the work.
- C. For the protection of traffic in public or private streets and ways, the CONTRACTOR shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).

- D. The CONTRACTOR shall take all necessary precautions for the protection of the WORK and for the safety of the public. All barricades and obstructions erected within the road and ROW shall be illuminated at night, from sunset until sunrise. The CONTRACTOR shall station such guards or flag persons and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.
- E. The CONTRACTOR shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices.

1.7 TEMPORARY CROSSINGS

- A. General: The CONTRACTOR shall provide continuous, unobstructed, safe, and adequate vehicular access to commercial, residential, and industrial establishments; agricultural field entrances as applicable. The CONTRACTOR shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential and agricultural driveways shall be maintained, except when necessary construction precludes such access for reasonable periods of time.
- B. Drainage: Temporary provisions shall be made by the CONTRACTOR to assure the proper functioning of all drainage facilities including but not limited to natural waterways, ditches, culverts, etc.

1.8 PARKING

- A. The CONTRACTOR shall:
 - 1. Direct its employees to park in areas that do not obstruct local traffic or sight lines.
 - 2. Maintain traffic and parking areas in a sound condition, free of excavated material, construction equipment, mud, and construction materials.
 - 3. Repair potholes, low areas that collect standing water, and other deficiencies.
 - 4. Not allow overnight parking of any vehicles or equipment on County, Township, or State jurisdictional roadways and streets.
 - 5. Keep roads clean and free of debris, sediment, mud and other material generated or caused by construction activities.

1.9 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 MAINTENANCE AND RESTORATION OF ON-SITE AND OFF-SITE ACCESS ROADS

- A. While hauling operations are in progress, CONTRACTOR shall maintain haul roads in condition satisfactory to the ENGINEER. Work shall include any or all of the following items:
 - 1. Application of water
 - 2. Calcium chloride
 - 3. Sweeping
 - 4. Others as necessary
- B. When hauling operations are completed, CONTRACTOR shall:
 - 1. Restore to condition that existed at the time hauling operations were started;
or
 - 2. Compensate the local road authority in the amount satisfactory to that road authority.
- C. The ENGINEER or OWNER shall make the determination as to the kind and amount of Work required to restore the haul road to a condition equal to the time hauling operations began.
- D. When hauling operations are complete and restoration is complete to the satisfaction of the OWNER or ENGINEER, the CONTRACTOR will be relieved of any additional obligation in connection to the maintenance and restoration of the haul road.

END OF SECTION

**SECTION 01 55 26
TRAFFIC CONTROL**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes traffic control requirements for the Project.

1.2 QUALITY ASSURANCE

- A. All traffic control devices shall conform and be installed in accordance to the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD) and Part 6, "Field Manual for Temporary Traffic Control Zone Layouts", the "Guide to Establishing Speed Limits in Highway Work Zones", the Minnesota Flagging Handbook, the provisions of Mn/DOT 1404 AND 1710, The Minnesota Standard Signs Manual, the Traffic Engineering Manual, the Traffic Control Layouts/Typical Traffic Control Layouts in the Plan, and these Special Provisions.
- B. The CONTRACTOR shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic through the Project during the life of the Contract from the start of Contract operations to the final completion thereof. The OWNER or ENGINEER will have the right to modify the requirement for traffic control as deemed necessary due to field conditions.
- C. The CONTRACTOR shall conduct operations so as to maintain traffic and access for local residents, delivery drivers, garbage and recycling services, and emergency vehicles at all times.
- D. The CONTRACTOR shall prepare a traffic control plan to be reviewed and discussed with the OWNER or ENGINEER. Traffic control plan shall include:
 - 1. Location of device(s)
 - 2. Device type/description
 - 3. Traffic control phasing/lane shifts if required
 - 4. Individuals responsible for maintaining traffic control
 - 5. Contact name/number for responsible party

1.3 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified on the Drawings and in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL TRAFFIC CONTROL

- A. The CONTRACTOR shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed,

or otherwise fail to stabilize the barricades. The CONTRACTOR shall further provide sufficient surveillance of all traffic control devices at least once every 24 hours.

1. The CONTRACTOR shall furnish the ENGINEER names, addresses, and phone numbers of at least two (2) local persons responsible for all traffic control devices.
- B. The CONTRACTOR shall notify the ENGINEER and OWNER at least 72 hours prior to the start of any construction operation that will necessitate lane closure or internal traffic control signing.
- C. The CONTRACTOR shall inspect, on a daily basis, all traffic control devices, which the CONTRACTOR has furnished and installed, and verify that the devices are placed in accordance with the Traffic Control Layouts, these specifications, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected.
1. The CONTRACTOR shall be required to respond immediately to any call from the COUNTY or ENGINEER concerning any request for improving or correcting traffic control devices. If the CONTRACTOR is negligent in correcting the deficiency within one hour of notification, the CONTRACTOR shall be subject to an hourly charge assessed at a rate of \$250.00 per hour for each hour or any portion thereof with which the OWNER or ENGINEER determines that the CONTRACTOR has not complied.
- D. The person performing the inspection in paragraph (C) above shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The OWNER or ENGINEER reserves the right to request copies of the logs as deemed necessary.
1. The CONTRACTOR shall be required to provide copies of the inspection logs, within the time frame agreed upon, when requested by the OWNER or ENGINEER. If the CONTRACTOR is negligent in providing the inspection logs within the time frame agreed upon, the CONTRACTOR shall be subject to an hourly charge assessed at a rate of \$250.00 per hour for each hour or any portion thereof with which the ENGINEER determines that the CONTRACTOR has not complied.

3.2 VEHICLE SAFETY LIGHTING SPECIFICATION

- A. All CONTRACTORS', SUBCONTRACTORS' and suppliers' mobile equipment, operating within the limits of the Project with potential exposure to passing traffic, shall be equipped with operable warning lights which meet the appropriate requirements of the SAE specifications. This would include closed roads that are open to local traffic only. This also includes any vehicle which enters the traveled roadway at any time. The SAE specification requirements are as follows:
1. 360 Degree Rotating Lights -SAE Specification J845
 2. Flashing Lights -SAE Specification J595
 3. Flashing Strobe Lights -SAE Specification J1318
- B. Lights shall be mounted SD that at least one light is visible at all times when viewed from a height of 3.5 feet and from a 60 foot radius about the equipment. In order to meet the 360 degree at 60 foot radius requirements supplemental lighting may be

used in addition to the lights on the Approved Products List. All supplemental lights must be SAE Class 1 certified. This specification is to be used for both day and night time operations. All costs incurred to provide warning lights shall be at no cost to the OWNER. These warning lights shall also be operating and visible when a vehicle decelerates to enter a construction work zone and again when a vehicle leaves the work zone and enters the traveled traffic lane.

- C. CONTRACTOR shall equip their vehicles with lights that are on the MnDOT Approved Products List which can be found at:
<http://www.dot.state.mn.us/products/vehiclelighting/index.html>.

3.3 FLAGGER TRAINING

- A. If flagging of traffic is necessary, any person acting as a flagger on this Project shall have attended a training session taught by a Mn/DOT-qualified flagger trainer. The CONTRACTOR's qualified trainer shall have completed a "MnDOT Flagger Train the Trainer Session" in the five years previous to the start date of this Contract and shall be on file as a qualified Flagger Trainer with Mn/DOT. The Flagger Trainer's name and Qualification Number shall be furnished by the CONTRACTOR at the pre-construction meeting. The CONTRACTOR shall provide all flaggers with the Mn/DOT Flagger Handbook and shall observe the rules and regulations contained therein. This handbook shall be in the possession of all flaggers while flagging on the Project. The CONTRACTOR shall obtain handbooks from Mn/DOT. Flaggers shall not be assigned other duties while working as authorized flaggers. The "Checklist for Flagger training" form shall be furnished to the ENGINEER any time a new flagger reports to work on the Project. The "Checklist for Flagger Training" form can be found at:
<http://www.dot.state.mn.us/const/wzs/flagger.html>
- B. The OWNER or ENGINEER will have the right to waive the above requirements.

3.4 TEMPORARY LANE CLOSURE REQUIREMENTS

- A. Unless otherwise approved by the OWNER or ENGINEER, any temporary lane closure that is adjacent to traffic, and is extending to or beyond 1,000 feet shall have a minimum of one Type III barricade, Dr 3 drums, placed in the closed lane for every 300 m [1,000 feet] of extension. Any lane closure that is adjacent to traffic and in place 3 days or more, shall use the Type III barricade only.
- B. All temporary lane closures shall have Type B Channelizers (drums, Type I Dr Type II barricades, vertical panel or Direction Indicator Barricades) in the lane closure taper and also in any shifts in traffic alignment.
- C. Short Term Duration lane closures will not be permitted during inclement weather, nor any other time when, in the opinion of the OWNER or ENGINEER, the lane closure will be a greater than normal hazard to traffic.
- D. Temporary lane closures or other restrictions by the CONTRACTOR, during work hours and consistent with the time restrictions, will be permitted during those hours and at those locations approved by the OWNER or ENGINEER. Requests for temporary lane closures shall be made at least 24 hours prior to such closures. When a temporary lane closure is used by the CONTRACTOR, the closure shall be incidental work and no direct compensation will be made therefore.

- E. Temporary lane restrictions shall be in accordance with the Contract Documents.

3.5 GENERAL REQUIREMENTS

- A. All portable sign assemblies shall be perpendicular to the ground. No traffic control device (signs, channelizing devices, arrowboards, etc.) shall be weighted so they become hazardous to motorists and workers. The approved ballast system for devices mounted on temporary portable supports is sandbags, unless it is designed, crash tested, and approved for the specific device. During freezing conditions, the sand for bags shall be mixed with a de-icer to prevent the sand from freezing. The sandbags shall be placed and maintained at the base of the traffic control device to the satisfaction of the OWNER or ENGINEER.
 - 1. When signs will remain in the same location for more than 30 consecutive days the signs shall be post mounted. This would not include portable signs which are set up and taken down at the beginning and end of each work shift.
- B. When signs are installed, they shall be mounted on posts driven into the ground at the proper height and lateral offset as detailed in the MN MUTCD. When signs are removed, the sign posts and stub posts shall also be removed from the Right of Way within two (2) weeks or the CONTRACTOR shall be subject to a daily charge assessed at a rate of \$100.00 per day for each day or portion thereof with which the ENGINEER determines that the CONTRACTOR has not complied.
- C. The CONTRACTOR shall coordinate with Redwood County to cover or remove all traffic control devices which may be inconsistent with traffic patterns during all traffic switches. See Maintenance and Staging of Traffic Control.
- D. The CONTRACTOR shall provide protective devices necessary to protect traffic from excavations, drop-offs, falling objects, splatter or other hazards that may exist during construction. This work shall be an incidental cost to the CONTRACTOR.
- E. The CONTRACTOR will not be permitted to park vehicles or construction equipment so as to obstruct any traffic control device. The parking of workers' private vehicles will not be allowed within the Project limits unless so approved by the OWNER or ENGINEER.
- F. The CONTRACTOR will not be allowed to store materials or equipment within 10 m [30 feet] of through traffic unless approved by the OWNER or ENGINEER. If materials or equipment must be stored within 10m [30 feet] of through traffic, the CONTRACTOR shall provide Type B channelizers, barricades or barriers, placed near the object to warn and protect traffic.
- G. All personnel working within the Right-of-Way shall wear reflectorized safety vests. All personnel shall adhere to the following HIGH VISIBILITY PERSONAL PROTECTIVE EQUIPMENT SPECIFICATION.
 - 1. Each worker exposed to or working adjacent to moving motor vehicles as part of the workers assigned job shall be provided with and required to wear a high visibility warning vest or other high visibility garment. A high visibility garment is defined as being a Class 2 garment or greater as specified by ANSI/ISEA Standard 107-1999.
 - 2. If the high visibility personal protective equipment becomes faded, torn, dirty, worn, or defaced, reducing the equipment's performance below the manufacturer's recommendations, the high visibility personal equipment shall be immediately removed from service and replaced.

3. The CONTRACTOR will be subject to a non-compliant charge for failure to adhere to the clothing requirements as listed above. Non-compliant charges, for each incident, will be assessed at a rate of \$500.00 per incident that the ENGINEER determines that the CONTRACTOR has not complied.
- H. When work will be performed between the official hours of sunset and sunrise, all appropriate practices for night work will apply.
1. The CONTRACTOR shall provide sufficient numbers of light plants to adequately illuminate the work area as determined by the OWNER or ENGINEER. All costs incurred to provide such light plants shall be incidental to the lump sum traffic control.
 2. All CONTRACTOR's personnel, except operators who will remain in their vehicles at all times, shall wear reflectively striped (approximately 10m [33 feet] of striping), highly visible, short sleeved one or two piece coveralls, at all times while working on the project these coveralls shall be considered an incidental expense for which no direct compensation will be made. Any CONTRACTOR's employee found on the project not wearing the prescribed reflective coveralls will be immediately ordered off the Project by the OWNER or ENGINEER.
 3. The CONTRACTOR shall provide a sufficient amount of 50 mm [2 inch] wide highly reflective vehicle marking tape to be applied to CONTRACTOR vehicles and equipment, as directed by the OWNER or ENGINEER, and as provided by the manufacturer's instructions. This tape shall be considered an incidental expense for which no direct compensation will be made and shall be on the qualified products list for conspicuity vehicle sign sheeting as found at: <http://www.dotstate.mn.us/trafficeng/qpl/Signing.pdf> Vehicle examples to be marked with tape are CONTRACTOR rollers, paver, millers and other equipment normally found in the lane closure.
- I. The CONTRACTOR shall exercise reasonable care against damage to or the loss of signs. Any damage caused by the CONTRACTOR will be billed directly to the CONTRACTOR. The CONTRACTOR shall be responsible for installation of sign post bases in new concrete walks and center islands or placement of concrete median barriers where directed.
- J. The CONTRACTOR shall conduct their construction activities to minimize disruption to local traffic and access.

3.6 MAINTENANCE AND STAGING OF TRAFFIC CONTROL

- A. The CONTRACTOR shall at all times maintain a lane width of not less than 12 feet.
- B. Street identification signage shall be maintained at all times. This is necessary to maintain the 911 emergency system.

END OF SECTION

SECTION 01 57 21
AIR, LAND, AND WATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general requirements for the control of pollution from construction sites and related activities.

1.2 REFERENCES

- A. MnDOT Spec 1717 - Air, Land, and Water Pollution

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Conduct all operations to prevent, control and abate the pollution of air, land, and water in accordance with MnDOT Spec 1717 and all rules, regulations and standards adopted and established by governing agencies, including, but not limited to:
 - a. Minnesota Pollution Control Agency.
 - b. Minnesota Department of Natural Resources.
 - c. U.S. Army Corps of Engineers.
 - d. U.S. Environmental Protection Agency.

1.4 SCHEDULING

- A. Schedule and conduct all operations to minimize soil erosion and prevent siltation and the resultant turbidity of public waters.

1.5 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified on the Drawings and in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. Review all local conditions and regulations pertaining to air, land, and water pollution prior to commencing operations.

3.2 PROTECTION OF WATERS

- A. Prevent pollution of flowing or impounded waters from particulate or liquid matter that may be harmful to fish and wildlife or detrimental to public use.
- B. Fueling operations shall be conducted in a manner to not cause any pollution.

END OF SECTION

**SECTION 01 57 29
PROTECTION OF EXISTING FACILITIES**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for protection of existing facilities not designated for repair.

1.2 PROTECTION REQUIREMENTS

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for repair and shall restore, at CONTRACTOR'S expense, damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation.
- B. The CONTRACTOR shall verify the exact locations and depths of all utilities that may interfere with the WORK and, if necessary, shall make exploratory excavations of the interfering utilities. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid delays of the CONTRACTOR'S work. When such exploratory excavations shall show the utility location as shown to be in error, the CONTRACTOR shall so notify the OWNER or ENGINEER.

1.3 PROTECTION OF MARKERS (SURVEY, STREET, ROADWAY)

- A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing private or public survey markers, or existing street or roadway markers, without proper authorization. No excavation shall be started until all survey or other permanent marker points that may be disturbed by the construction operations have been properly referenced. All survey markers disturbed by the CONTRACTOR shall be restored by a land surveyor, registered in the state in which the project is located, at CONTRACTOR'S expense. All street or roadway markers and other public or private signage disturbed by the CONTRACTOR shall be restored at CONTRACTOR'S expense.

1.4 EXISTING UTILITY OPERATIONS

- A. Existing utilities shall not be disrupted during construction.
- B. Underground utilities shall be maintained in an operable condition. All debris or sediment shall be removed immediately.

1.5 PAVEMENT RESTORATION

- A. All paved areas that are damaged by the CONTRACTOR during construction, shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas as per Redwood County requirements. CONTRACTOR shall assist the OWNER or ENGINEER in coordinating the Work with the affected pavement owner. The joint between new pavement and existing pavement shall be saw cut in straight lines.

- B. Temporary Resurfacing: The CONTRACTOR shall place temporary surfacing promptly and shall maintain such surfacing for the period of time fixed by the owner of said streets, drives, roadways, or trails before proceeding with the final restoration of improvements.

1.6 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way, the CONTRACTOR shall notify the owner's or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owner's or agencies can be present during such work if they so desire. The CONTRACTOR shall also contact Gopher State One Call (1-800-252-1166) for locations and physically locate utilities before any excavation is initiated.
- B. Prior to any excavation in the vicinity of any existing aboveground facilities, including all electric power, communications, lines, poles, or television cables; all traffic signal and street lighting facilities; public and private signs, structures, and property; the CONTRACTOR shall notify the respective authorities representing the owner's or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owner's or agencies can be present during such work if they so desire.

1.7 PROTECTION OF CONSTRUCTION IN PROGRESS

- A. Limiting Exposures: CONTRACTOR shall supervise their own operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 1. Excessive static or dynamic loading.
 2. Heavy traffic.
 3. Soiling, staining, and corrosion.
 4. Unusual wear or other misuse.
 5. Destructive testing.
 6. Excessive weathering.
 7. Unprotected storage.
 8. Improper shipping or handling.
 9. Theft.
 10. Vandalism.

1.8 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified on the Drawings and in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for material and equipment incorporated into Work.

1.2 QUALITY ASSURANCE

- A. Manufactured and Fabricated Materials and Equipment:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type, and quality specified or as specifically approved.
 - 3. Design, fabricate, and assemble in accordance with engineering and shop practices standard with industry.
 - 4. Material and equipment shall be suitable for service conditions.
- B. Do not use material or equipment for purpose other than for which it is designed or specified.

1.3 MANUFACTURER'S INSTRUCTIONS

- A. Installation of materials shall comply with manufacturer's instructions. Obtain and distribute printed copies of such instructions to parties involved in installation, including 3 copies to OWNER.
 - 1. Maintain one set of complete instructions at job site during installation until completion of entire Project.
- B. Handle, store, install, connect, clean, condition, and adjust materials in accordance with manufacturer's written instructions and in conformance with Specifications.
 - 1. If job conditions or specified requirements conflict with manufacturer's instructions, consult ENGINEER for further instructions.
 - a. Do not proceed with Work without written instructions.

1.4 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified on the Drawings and in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for execution of the Work and closeout of the Contract for final payment

1.2 FINAL CLEANUP

- A. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK, all rubbish, unused materials, construction equipment, and any other materials present during construction. Final acceptance by the OWNER or ENGINEER will be withheld until the CONTRACTOR has satisfactorily performed the final cleanup.
- B. Each Contract item will not be finally accepted until its associated cleanup is performed.
- C. Until each item's cleanup is completed, the OWNER may withhold partial payments or deduct the estimated cleanup cost from the partial payment value.

1.3 FINAL SUBMITTALS

- A. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the OWNER or ENGINEER.
 - 1. Certificates of inspection and acceptance by any local governing agencies having jurisdiction.
 - 2. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.
 - 3. For public agencies Form IC-134 as required per Minnesota Statute §290.97.

1.4 MAINTENANCE AND WARRANTY

- A. The CONTRACTOR shall comply with the maintenance and warranty requirements contained in the General Conditions and Supplementary Conditions.
- B. The CONTRACTOR shall make all corrections promptly upon receipt of a written order from the OWNER or ENGINEER. If the CONTRACTOR fails to make such corrections promptly, the OWNER or ENGINEER reserves the right to do the WORK and the CONTRACTOR and its surety shall be liable to the OWNER for the cost thereof.

1.5 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified on the Drawings and in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 71 13
MOBILIZATION**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes mobilization and demobilization requirements.
- B. Mobilization shall consist of the following work, but not limited to:
 - 1. Mobilization of materials and equipment to/from the site.
 - 2. Preparation of all necessary permits, submittals, notifications and other documentation.
 - 3. Temporary Controls and Facilities
 - 4. Temporary Access Roads
 - 5. Final site clean-up
 - 6. Permits
 - 7. Bonds
 - 8. Any other items required to complete the construction not otherwise measured and paid for and not a part of another bid item.

1.2 INCORPORATION OF STANDARD SPECIFICATION

- A. Mobilization shall be performed in accordance with the provisions of Mn/DOT Spec 2021 Mobilization, Spec 1407 Final Cleanup, and as described herein.

1.3 MEASUREMENT AND PAYMENT

- A. Refer to Price and Payment Procedures (Section 01 20 00).
- B. All other work and costs associated with completing the work as specified in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. Construction limits, access and staging areas are noted on the plans. All materials and equipment shall be located within the construction and staging limits.
- B. CONTRACTOR shall coordinate with OWNER for construction trailer location, see Temporary Facilities and Controls (Section 01 50 00) if necessary.
- C. Final Site Cleanup will require ALL disturbed areas of the site to be restored to pre-construction condition or better as determined by the OWNER.

END OF SECTION

**SECTION 01 71 23
FIELD ENGINEERING**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for surveying and construction staking of the proposed Work.

1.2 FIELD MARKINGS

- A. The extents of each repair area will be marked in the field by the OWNER. The OWNER will mark the area of earthen repair and riprap height and horizontal extent.
- B. CONTRACTOR shall:
 - 1. Arrange operations to avoid interference with the markings.
 - 2. Check accuracy by visual inspection and checks between stakes.
 - 3. CONTRACTOR shall report errors and inconsistencies to the Owner or Engineer prior to commencing work.
 - 4. Accomplish any other layout, staking and engineering necessary to bring the project to within substantial compliance of proposed repair.
 - 5. Responsible for protection and preservation of markings.
- C. Following the marking of work, the OWNER or ENGINEER may make field based adjustments to the layout as necessary to meet current site conditions.
- D. CONTRACTOR shall conduct operations so as to preserve markings existing or established by OWNER for the construction. CONTRACTOR will be charged the expense of repairing or replacing markers and shall be responsible for mistakes or lost time that result due to damage or destruction of markers due to CONTRACTOR'S operations.

1.3 SURVEY MONUMENTS

- A. Provide services of registered land surveyor to replace survey monument disturbed by construction operations.

1.4 SUBMITTALS

- A. When requested by OWNER or ENGINEER, CONTRACTOR shall submit a statement certifying elevations and locations of work are in conformance with Contract Documents, explain all deviations.

1.5 MEASUREMENT AND PAYMENT

- A. All work and costs associated with completing the work as specified in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. The CONTRACTOR shall report to the OWNER or ENGINEER when any marking is lost or destroyed.
- B. The CONTRACTOR shall replace markings, which are lost or destroyed at no additional cost to OWNER. Replacement shall be re-established based on original survey control.

END OF SECTION

**SECTION 31 23 00
EXCAVATION AND FILL**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes all excavation and fill for grading areas.

1.2 DEFINITIONS

- A. Unsuitable Material: Topsoil, peat, organic soils, soft clay soils, and materials containing slag, cinders, foundry sand, debris, and rubble.
- B. Common Excavation: All excavation required between the existing surface and the proposed elevation. Excavations will not be classified for payment by different classifications of material excavated. All excavations, including muck excavation are defined as Common Excavation.
- C. Muck Excavation: Material below the existing surface water column within ditches. Muck excavation material subject to site conditions.
- D. On-site Soil / Topsoil: Material suitable for use as on-site soil / topsoil shall be existing material free from roots and debris. On-site soil must be obtained from within the ditch section.

1.3 SEQUENCING AND SCHEDULING

- A. Where required, riprap will be delivered to project sites under a separate contract. Riprap will be delivered to within reach of the excavator (approximately 30 feet from the top of the ditch bank within the approximate length of work area). The OWNER will field mark the locations where the riprap shall be delivered.
- B. Notify Gopher State One Call (800-252-1166) to mark locations of utilities prior to beginning the Work.
- C. Provide 72-hour notice, prior to beginning construction, to owners of utilities, structures, and surface features.
- D. Coordinate marking of clearing/removal limits with OWNER prior to commencing work. Approximate limits are shown on the Contract Documents; however, actual limits will be determined in the field by the OWNER or ENGINEER.
- E. Stage site grading to avoid disruption of ditch drainage.
- F. Where required, site stabilization (Hydroseed) will occur under a separate contract, following the grading completed under this contract.

1.4 QUALITY ASSURANCE

- A. Earthwork Contractor Qualifications: CONTRACTOR shall have successfully completed at least three projects similar to that of this project within the last two years. Minimum 5 years' experience.

1.5 MEASUREMENT AND PAYMENT

- A. Refer to Price and Payment Procedures (Section 01 20 00).
- B. All other work and costs associated with completing the work as specified on the Drawings and in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Common Excavation: See paragraph 1.2 of this Section.
- B. On-site Soil / Topsoil: See paragraph 1.2 of this Section.

PART 3 - EXECUTION

3.1 GENERAL

- A. Conform to Mn/DOT Spec 2106.3.A.
- B. Examine and verify acceptability and condition of surfaces to perform Work. Perform utility locates as required prior to excavation.
- C. Decontaminate equipment and materials to prevent spread of noxious and invasive species.

3.2 PREPARATION

- A. Utilize on-site soils to prepare surfaces to receive materials to lines and grades shown on Contract Documents and as marked and directed in the field by the OWNER prior to placement.
- B. Conform to Mn/DOT Spec 2106.3.D Preparation of Embankment Foundation.

3.3 RESLOPING OPERATIONS

- A. Reslope to a maximum of 1.5H:1V slope. CONTRACTOR shall excavate material for reslope and spoil the excavated material on top of bank at least three feet from the top of slope within the access path.

3.4 EXCAVATION AND PLACING OF SPOIL MATERIAL

- A. CONTRACTOR shall excavate material within the toe of slope for riprap placement (riprap footer) and spoil the excavated material on top of bank at least three feet from the top of slope. Spoils shall be placed within the access path and shall not be placed in crop areas.

3.5 FINISH GRADING/TOLERANCES

- A. Conform to Mn/DOT Spec 2106.3.I Finishing Operations, and as modified herein:
 - 1. Finish grading shall not vary by more than 1.5 foot above or below the match of adjacent undamaged grade and must transition smoothly between existing and repairs, or ENGINEER adjusted grade.

3.6 FIELD QUALITY CONTROL

- A. OWNER will be onsite regularly, and ENGINEER will be onsite periodically to verify field quality control.

3.7 RESTORATION AND CLEANUP

- A. CONTRACTOR shall clean all material spilled and tracked onto haul roads or adjacent property.

3.8 MATERIAL BALANCE

- A. No import or export of soil is required under this contract. On-site material will be used with imported riprap (at select locations, delivered under separate contract) to restore ditch banks. Excess on-site soils shall be graded and incorporated to match adjacent undamaged grade at each site or placed as spoils at the top of bank per the Contract Documents.

END OF SECTION

**SECTION 31 37 00
RIPRAP**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes use of riprap imported under separate contract for use on ditch side slopes.

1.2 METHOD OF MEASUREMENT AND PAYMENT

- A. Refer to Price and Payment Procedures (Section 01 20 00).
- B. All other work and costs associated with completing the work as specified on the Drawings and in the Specifications shall be included in the total project cost.

PART 2 - PRODUCTS

2.1 RIPRAP

- A. Imported under separate contract for use on ditch side slopes.

PART 3 - EXECUTION

3.1 RIPRAP DELIVERY

- A. Riprap will be delivered at each site under a separate contract, within reach of an excavator at the ditch top of slope. The OWNER will coordinate with the CONTRACTOR in the field regarding exact placement of riprap deliveries including the quantity specified for each site. Each site is field marked by the OWNER.

3.2 SURFACE PREPARATION

- A. Surfaces to receive riprap shall be smooth and firm, free of brush, trees stumps, and other objectionable material and debris, and shall be brought to the line and grade indicated or as directed in the field by the OWNER. CONTRACTOR shall ensure that the surface to receive the riprap is suitable to support the riprap. If the surface is found not to be suitable to support the riprap, the CONTRACTOR shall notify the OWNER and ENGINEER.
- B. If a boulder is encountered during excavation of areas where large riprap is to be placed, the CONTRACTOR shall excavate around the boulder. If the boulder is larger than the largest allowable stone size for that area, the CONTRACTOR shall place the boulder at the toe of slope.

3.3 RIPRAP INSTALLATION

- A. The CONTRACTOR shall place riprap, as shown on Contract Documents and as instructed by the OWNER or ENGINEER and in accordance with Mn/DOT Spec 2511 Riprap.

- B. Loose/residual riprap not placed on the face of the ditch shall be removed from the riprap staging area/work zone and placed on the face of the ditch to eliminate interference with farm machinery.

3.4 TRANSPORTATION AND HAUL ROADS

- A. Observe State, County, and Local traffic rules and weight restrictions.
- B. All vehicle trips loaded or unloaded shall be on designated haul roads only.
- C. CONTRACTOR to coordinate selection of haul roads with the appropriate governing body and acquire any necessary permits.

3.5 INSPECTION AND MAINTENANCE

- A. Inspect installation after significant rainstorms to check for erosion, undermining or loosening of riprap. Any failure during the installation or maintenance period shall be repaired immediately.

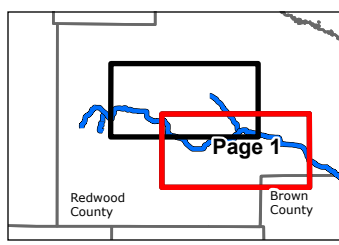
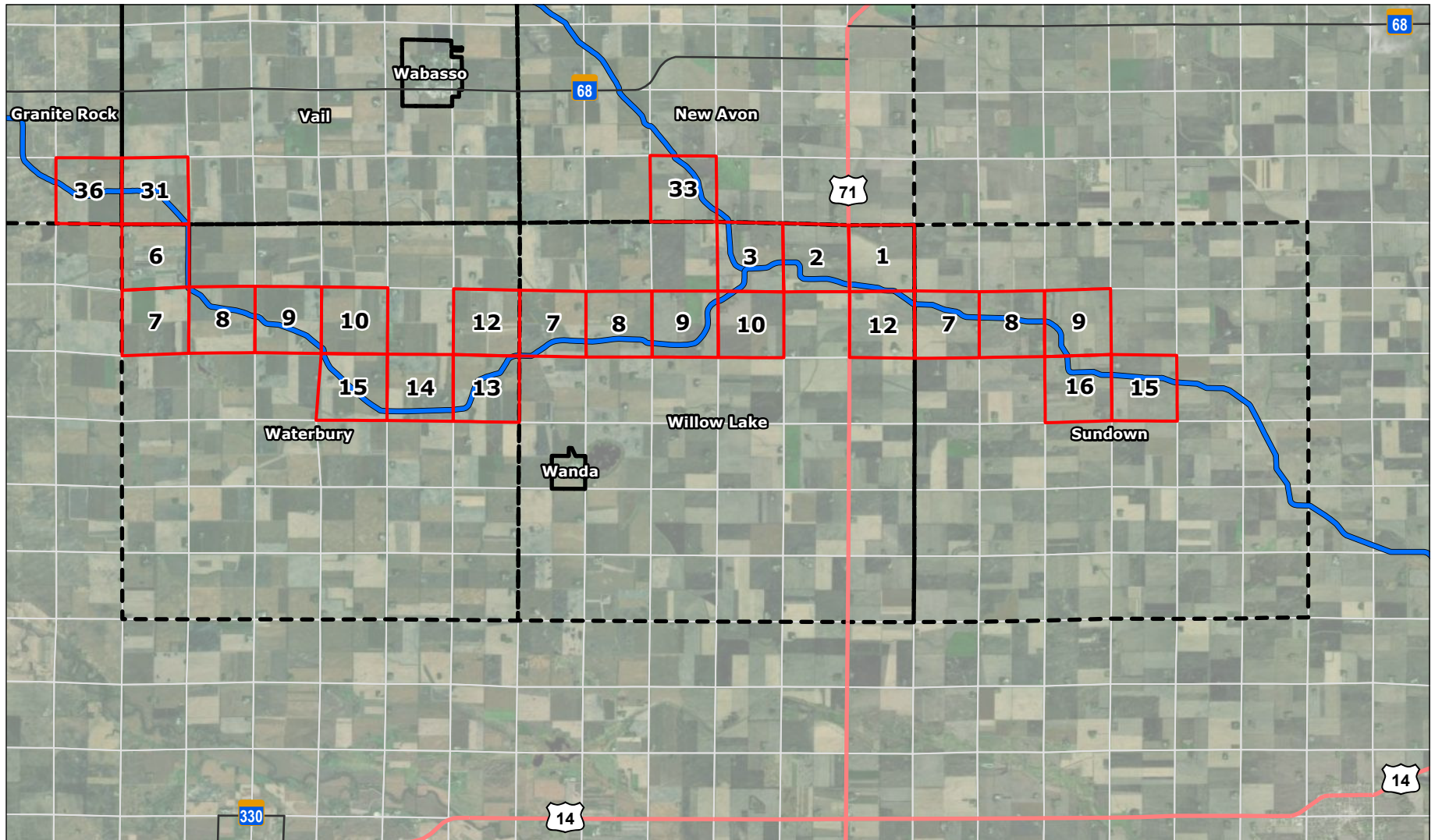
3.6 TOLERANCES

- A. Ensure riprap is placed to requirements in accordance within approved FEMA damaged dimensions.

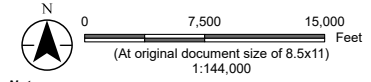
END OF SECTION

Township	Section	Repair Sites Per Section	Total Tons of Class III Rock Required	Linear Feet of Repair
Sundown	15	40	4442.9	5997
Sundown	16	37	5943.62	8057
Sundown	9	22	3328.5	4580
Sundown	8	36	4538.41	6314
Sundown	7	20	3443.53	4746
Willow Lake	1	21	2883.53	3981
Willow Lake	12	22	1831.2	2581
Willow Lake	2	23	3174.24	4335
Willow Lake	3	27	3159.64	4461
Willow Lake	10	5	611.96	552
Willow Lake	9	19	2652.3	3789
Willow Lake	8	23	4122.09	5665
Willow Lake	7	17	1382.5	1975
Waterbury	12	2	187.6	268
Waterbury	13	12	1115.1	1593
Waterbury	14	5	267.4	382
Waterbury	15	35	1434.22	2245
Waterbury	10	4	181.95	276
Waterbury	9	14	385.91	587
Waterbury	8	16	1373.63	1978
Waterbury	7	1	26.6	38
Waterbury	6	50	2175.16	3302
Vail	31	17	272.3	587
Granite Rock	36	16	419.46	579
Granite Rock	27	1	18.9	27
New Avon	33	3	0	95
Totals		488 Sites	49,372.65 Tons of Rock	68,990 Lineal Feet of Repair

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- Legend**
- Township Boundary
 - Section Boundary
 - Sections Receiving Riprap
 - Judicial Ditch 36



- Notes**
1. Coordinate System: NAD 1983 HARN Adj MN Redwood Feet
 2. Data Sources: ESRI, Redwood Co., MnDOT, MnDNR PWI
 3. Background: ESRI World Imagery

Project Location: Redwood County, MN
 Prepared by ARH on 2023-02-03

Client/Project: Redwood County Environmental Office
 Redwood Co. FEMA Ditch Project
 227704406

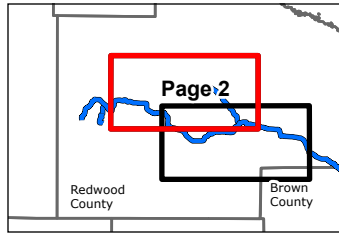
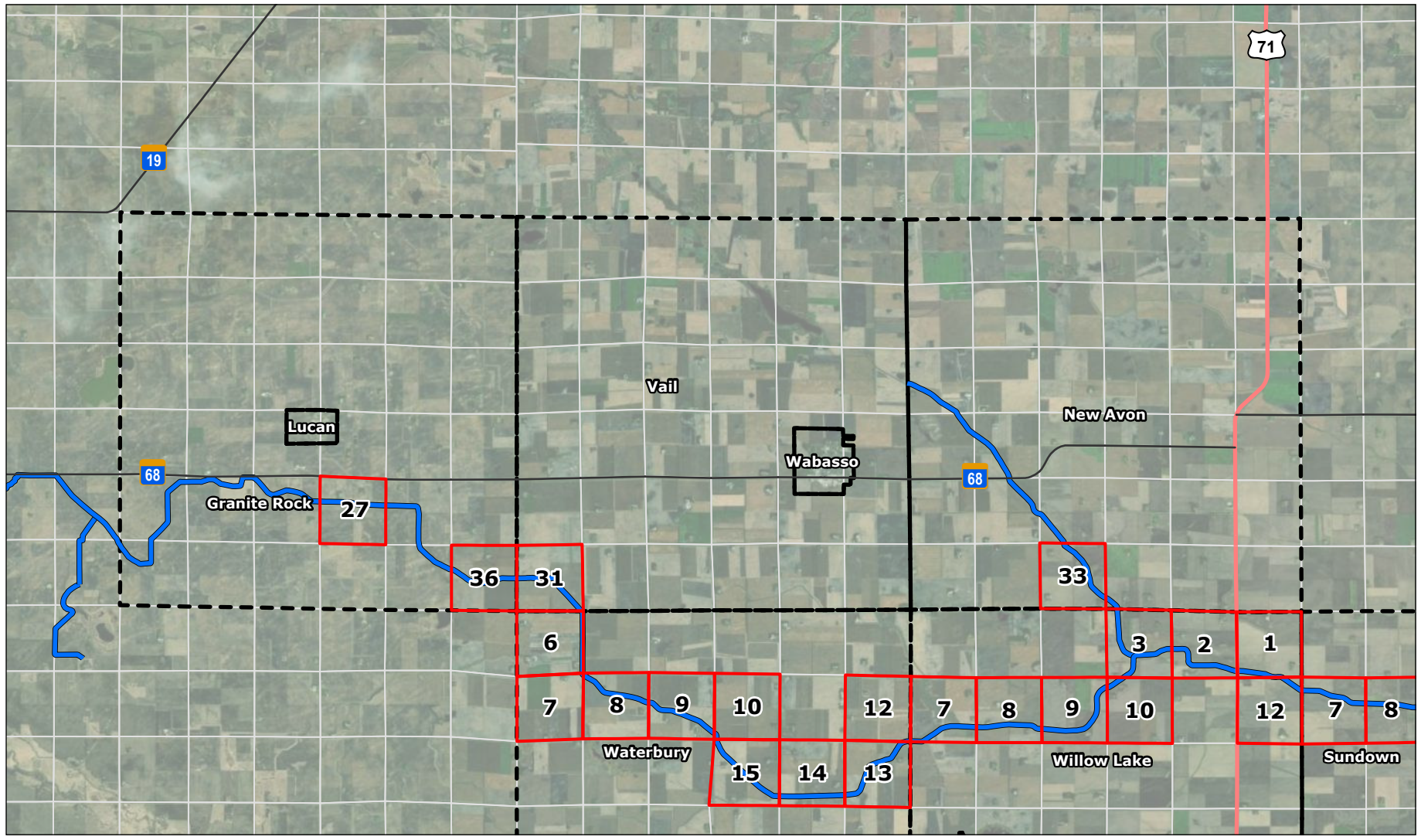
Figure No. **1**

Title: **Judicial Ditch 36 Riprap Delivery & Repair Sections**

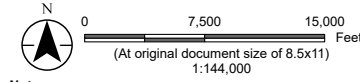


Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.

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- Legend
- Township Boundary
 - Section Boundary
 - Sections Receiving Riprap
 - Judicial Ditch 36



- Notes
1. Coordinate System: NAD 1983 HARN Adj MN Redwood Feet
 2. Data Sources: ESRI, Redwood Co., MnDOT, MnDNR PWI
 3. Background: ESRI World Imagery

Project Location
Redwood County, MN

Prepared by ARH on 2023-02-03

Client/Project
Redwood County Environmental Office
Redwood Co. FEMA Ditch Project

227704406

Figure No.
1

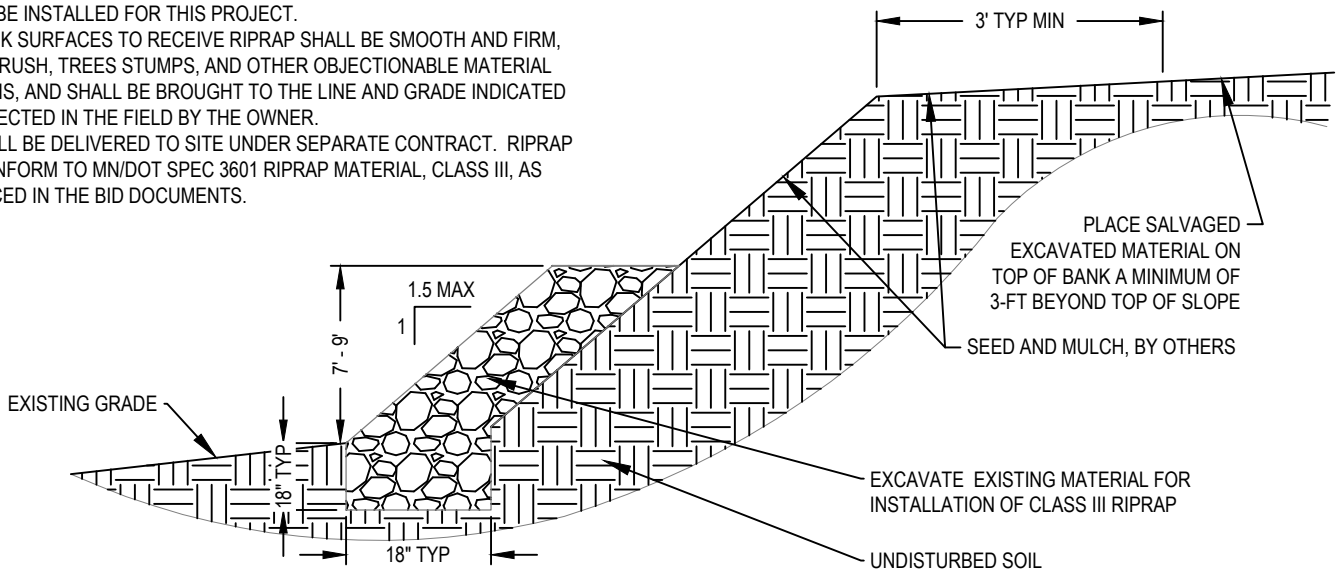
Title
Judicial Ditch 36 Riprap Delivery & Repair Sections



Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.

NOTES:

1. RESLOPE REPAIR AREA TO MATCH ADJACENT UNDAMAGED FACE. DITCH AS DESIGNED TO MAXIMUM OF 1.5H : 1V SLOPE.
2. CONTRACTOR SHALL EXCAVATE MATERIAL WITHIN THE TOE OF THE SLOPE FOR RIPRAP PLACEMENT (RIPRAP FOOTER) AND SPREAD THE EXCAVATED MATERIAL ON TOP OF THE BANK AT LEAST THREE FEET FROM THE TOP OF SLOPE. SPOILS SHALL BE PLACED WITHIN THE ACCESS PATH AND SHALL NOT BE PLACED IN CROP AREAS.
3. NO IMPORT OR EXPORT OF SOIL IS REQUIRED. ON-SITE MATERIAL WILL BE USED WITH IMPORTED RIPRAP (AT SELECT LOCATIONS, DELIVERED UNDER SEPARATE CONTRACT) TO RESTORE DITCH BANKS.
4. EXCESS ON-SITE SOILS SHALL BE GRADED AND INCORPORATED TO MATCH ADJACENT UNDAMAGED GRADE AT EACH SITE OR PLACED AS SPOILS AT THE TOP OF BANK PER THE CONTRACT DOCUMENTS.
5. UTILIZE ON-SITE SOILS TO PREPARE SURFACES TO RECEIVE RIPRAP MATERIALS. ALL SITES ARE FIELD MARKED. REPAIR WORK WILL BE DIRECTED IN THE FIELD BY THE OWNER PRIOR TO PLACEMENT. GEOTEXTILE FABRIC WILL NOT BE INSTALLED FOR THIS PROJECT.
6. DITCH BANK SURFACES TO RECEIVE RIPRAP SHALL BE SMOOTH AND FIRM, FREE OF BRUSH, TREES STUMPS, AND OTHER OBJECTIONABLE MATERIAL AND DEBRIS, AND SHALL BE BROUGHT TO THE LINE AND GRADE INDICATED OR AS DIRECTED IN THE FIELD BY THE OWNER.
7. RIPRAP WILL BE DELIVERED TO SITE UNDER SEPARATE CONTRACT. RIPRAP SHALL CONFORM TO MN/DOT SPEC 3601 RIPRAP MATERIAL, CLASS III, AS REFERENCED IN THE BID DOCUMENTS.



1 RIPRAP TOE AND BANK STABILIZATION DETAIL
 1 NOT TO SCALE



Example of damaged ditch site needing repair



Example of damaged ditch site needing repair



Example of repaired ditch site



Example of repaired ditch site



Example of repaired ditch site

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

Redwood County FEMA Ditch Project – Phase 2 – Riprap Supply JD 36

NOTICE TO CONTRACTORS

Sealed Bid Proposals will be received by the Redwood County at the Auditor/Treasurer office within the Redwood County Government Center, 403 South Mill Street, Redwood Falls, Minnesota 56283, until 10:00 a.m., Tuesday, February 28, 2023, at which time such bids will be publicly opened and read aloud.

The work is required to repair sites along Judicial Ditch 36 that were damaged by heavy rains in 2018 and 2019. Repairs will consist of supply and delivery of riprap, and ditch slope repair and placement of riprap. This advertisement is for riprap supply and delivery.

The work, in accordance with Drawings and Specifications prepared by Stantec Consulting Services Inc., consists of the following major items of work and approximate quantities:

Quantities of riprap needed for supply and delivery are 49,627 tons. 100-percent (by weight) of riprap delivered sized as class III.

Together with traffic control and other related appurtenances.

Ditch slope repair and placement of riprap on the ditch slope will be bid separately.

An optional Pre-bid meeting is scheduled at Redwood County Government Center (403 South Mill Street, Redwood Falls, MN 56283) for 10:00 a.m. February 22, 2023. The Pre-bid meeting will be followed with a site visit to a damaged ditch location (weather permitting). Information regarding each of the 495 sites will be shared at the pre-bid meeting including but not limited to specific site location within each of the above-mentioned Township sections, length of repair and total tons of riprap. Attendance is not required but is encouraged.

Each bid proposal shall be accompanied by a "Bid Security" in the form of a certified check made payable to the "Redwood County" (OWNER) in the amount not less than five percent (5%) of the total bid, or a surety bond in the same amount, running to the OWNER, with the surety company thereon duly authorized to do business in the State of Minnesota. Such Bid Security to be a guarantee that the bidder will not, without the consent of the OWNER, withdraw their bid for a period of sixty (60) days after the opening of bids, and if awarded a contract, will enter into a contract with the OWNER; and the amount of the certified check will be retained or the bond enforced by the OWNER in case the bidder fails to do so. All bid securities except those of the three lowest bidders will be returned within five days after the opening of bids.

Eligible Bidders for this project must meet the Minimum Criteria as defined in the Section 00 45 49 Responsible Contractor Law in accordance with Minnesota Statutes § 16C.285, subdivision 3, and additional criteria required by the OWNER.

Bid Proposals shall be submitted on forms furnished for that purpose. Bids shall be submitted in sealed envelopes in accordance with the Instructions to Bidders. No bidder shall withdraw their bid, without the consent of the OWNER, for the period of days indicated above after the date for the opening thereof. The OWNER, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies. A work history detailing qualifications and past experience must be provided upon request.

READ CAREFULLY THE WAGE SCALES AND DIVISION A OF THE SPECIAL PROVISIONS AS THEY AFFECT THIS PROJECT

The Project Manual is available on QuestCDN (www.questcdn.com). You may download the digital plan documents for \$25.00 by inputting Quest Project #8368822 on the website's project search page. Please contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

The Project Manual is also on file for inspection at Redwood County Government Center, 403 South Mill Street, Redwood Falls, MN 56283.

Direct inquiries to Tom Berry at thomas.berry@stantec.com.

Nick Brozek, Land Use and Zoning Supervisor
Redwood County

PUBLISHED: QuestCDN.com: February 8, 2023
Redwood Gazette: February 16, 2023



REQUEST FOR BOARD ACTION

Requested Board Date:	February 7, 2023	Originating Dept.:	Admin
Preferred 2nd Date:			
Discussion Item:	Fiscal Host/Agent Agreement		
	Presenter:	Vicki K	
	estimated time needed:	5 min	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Fiscal Host/Agent Agreement between Des Moines Valley Health and Human Services and Southwestern Minnesota Adult Mental Health Consortium.

Background Information:

As a member county of the Southwest Adult Mental health Consortium (SWAMHC), the Redwood Board is being asked to review and approve the attached "Fiscal Agent Master Agreement." This agreement outlines the role of the consortium's fiscal agent. Des Moines Valley Health and Human Services (DMVHHS) has been the fiscal host for many years, and its administration wanted a document to outline its role, as well as delineate the reimbursement for services provided.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

FISCAL HOST/AGENT AGREEMENT

This Fiscal Host Agreement (the "Agreement") is entered into this 13th day of October, 2022 (the "Effective Date") by and between Des Moines Valley Health and Human Services ("Fiscal Host") and the Southwestern Minnesota Adult Mental Health Consortium consisting of counties of Rock, Nobles, Jackson, Pipestone, Cottonwood, Redwood, Yellow Medicine, Renville, McLeod, Lac Qui Parle, Chippewa, Big Stone, Swift, Kandiyohi, Meeker, Lincoln, Lyon, and Murry (collectively the "Consortium"). Fiscal Host and the Consortium are referred to herein individually as a "Party" and collectively as the "Parties."

1. **Purpose of Agreement.** The Consortium has proposed that the Fiscal Host act as the fiscal host/agent for the Consortium to handle the accounts and funds of the Consortium. The Fiscal Host has agreed to act as the fiscal host/agent for the Consortium pursuant to the terms and conditions of this Agreement.
2. **Fiscal Host/Agent Responsibilities.** The Fiscal Host/Agent shall handle all the funds of the Consortium as follows:
 - a. The Fiscal Host/Agent shall receive all funds on behalf of the Consortium.
 - b. The Fiscal Host/Agent shall handle the accounts and funds of the Consortium consistent with the Fiscal Host's legal requirements
 - c. Disburse funds pursuant to the budgets established and approved by the Consortium.
 - d. All funds received on behalf of the Consortium shall be placed in a separate account(s) for the benefit of the Consortium.
 - e. Disburse funds on behalf of the Consortium as follows:
 - i. Upon receipt of a properly filled out Fiscal Host/Agent voucher accompanied by documentation required by the Fiscal Host/Agent and any documentation required pursuant to any grant and/or funding source.
 - ii. Only in compliance with the terms and conditions of any grant and/or funding source.
 - iii. Only when funds are available to pay the disbursement request.
 - f. Not to assign, subcontract, or transfer any of its duties and/or obligations as described in any grants and/or funding sources.
3. **Consortium Responsibilities.** The Consortium's responsibilities shall include, but are not limited to, the following:
 - a. Compliance with any and all requirements, restrictions, rules, contracts, grants, funding sources, and agreements related to any funds received by, or on behalf of, the Consortium.
 - b. Providing the Fiscal Host/Agent with any and all documentation and information relating to any and all grants, contracts, agreements, funding sources.
 - c. Preparation and approval of a yearly budget for the disbursement of funding.
 - d. Preparation and approval of budgets related to specific funding sources and grants.
 - e. Not to incur any obligations and/or liabilities in excess of any grants and/or funding sources.

- f. Not to carry on its activities or use any funds that in any way jeopardizes the Fiscal Host or is contrary to any requirements and/or obligations of any grant, funding source, contract, and/or agreement.
 - g. Not to assign, subcontract, or transfer any of its duties and/or obligations as described in any grants and/or funding sources.
 - h. Implement and operate any requirements of any grants and/or funding sources in accordance with the terms and conditions of each specific grant and funding source.
 - i. The Fiscal Host/Agent shall have no responsibility and/or liability for performing any services pursuant to any grants and/or funding sources.
 - i. Ensure that there is proper funding sources and funding for any disbursement request. If there are insufficient funds to pay any disbursement request, obligation, contract, or agreement, the Consortium shall indemnify, defend, and hold harmless the Fiscal Host/Agent and its member, affiliates, employees, directors, officers, successors, and assigns from and against any and all liability, claims, demands, penalties, fines, fees, and/or taxes related to any disbursement request, obligation, contract, or agreement.
 - j. Comply with all applicable laws, rules, regulations, and statutes applicable to the Consortium and applicable to any grant and/or funding source.
4. **Authority to Enter into Fiscal Host/Agent Agreements.** The individual counties, by signing this Agreement, hereby authorize the Consortium to enter into additional fiscal host/agent agreements with the Fiscal Host/Agent for specific grant(s) and/or funding source(s).
5. **Authorized Officials.**
- a. The Consortium designates the Executive Director to act as the authorized official for purposes of this Agreement. The authorized official shall act as the coordinator of the Consortium's day-to-day operations with the Fiscal Host/Agent and shall have the authority to sign disbursement requests.
 - b. The Fiscal Host designates DVHHS Fiscal Manger to act as the authorized official to serve as the primary contact with the Consortium and the authorized official of the Consortium.
6. **Records.** The Fiscal Host/Agent and the Consortium shall maintain all financial records relating to any and all funding and/or grants received by, or on behalf of, the Consortium according to GASB. The Fiscal Host/Agent and the Consortium shall maintain all financial records required by any funding sources and/or grants. The Fiscal Host/Agent and the Consortium shall make the financial records available to auditors and any other entities as required by any grant(s) and/or any funding source(s).
- a. The Fiscal Host/Agent and the Consortium will reflect the activities, payments, and receipts related to the financial activities of the Consortium, to the extent required, on their state and federal tax returns and financial reports. All disbursements by the Fiscal Host/Agent shall be treated as payments made to or on behalf of the Consortium to accomplish the purposes of the Consortium. The Consortium shall provide the Fiscal Host/Agent with all necessary documentation to establish that all payments were made to or on behalf of the Consortium.

- b. The Consortium shall provide the Fiscal Host/Agent with any and all documents necessary and reasonably requested by the Fiscal Host/Agent to allow the Fiscal Host/Agent to perform its duties.
 - c. The Consortium will assist the Fiscal Host/Agent with proper documentation for completing forms and reports in compliance with the regulations of all State and Federal agencies.
 - d. Both Parties shall comply with the Minnesota Data Practices Act, as applicable to this Agreement.
7. **Fiscal Host Fees.** The Fiscal Host shall be paid for providing the Fiscal Host/Agent services as set forth in this Agreement as follows: 2.5% of all annual revenues on a quarterly basis by the 15th of the month starting January 1, 2023.
8. **Claims Arising relating to this Agreement.** Any limit(s) of liability applicable to the Parties shall not be added together or stacked for any purpose. The total aggregate liability of the Parties or their respective officers or employees arising out of this Agreement shall not exceed the limits set forth in Minnesota Statutes § 466.04, as amended. To the fullest extent permitted by law, actions by the Parties, their respective employees and officers, pursuant to this Agreement are intended to be and will be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a), as amended.
9. **Limitation of Liability.** THE ENTIRE LIABILITY OF FISCAL AGENT OF WHATEVER NATURE ARISING OUT OF, RELATING TO, ARISING FROM, AND/OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY THE CONSORTIUM TO THE FISCAL HOST IN THE THREE (3) MONTH PERIOD PRIOR TO WHICH THE EVENT OR ACTION GIVING RISE TO THE CLAIM OCCURS. IN NO EVENT SHALL FISCAL HOST BE LIABLE TO THE CONSORTIUM FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR DAMAGES RELATED TO LOST TIME, SAVINGS, PROPERTY, DATA, PROFITS, OR GOODWILL WHICH MAY ARISING OUT OF, RELATE TO, ARISING FROM, AND/OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGE OCCURRING OR WHETHER CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE.
10. **Indemnification.** To the fullest extent permitted by law, the Consortium shall indemnify, defend, and hold harmless the Fiscal Host and its members, affiliates, employees, directors, officers, successors, and assigns from and against any and all liability, claims, demands, losses, damages, penalties, fines, fees, taxes, and/or expenses (including attorneys’ fees) related to or arising from the Consortium’s breach of its duties under this Agreement, or its obligations to funding sources or breach of grant conditions, except that the indemnification obligations shall not apply in the event of the Consortium’s gross negligence or intentional conduct.

To the fullest extent permitted by law, Fiscal Host shall indemnify, defend and hold harmless Consortium, its members, affiliates, employees, directors, officers, successors and assigns from and against any and all liability, claims, demands, losses, damages, penalties, fines, fees, taxes, and /or expenses (including attorney's fees) related to or arising from the Fiscal Agent's breach of its duties under this Agreement or its obligations to funding sources or breach of grant conditions, except that the indemnification obligations shall not apply in the event of the Fiscal Host's gross negligence or intentional conduct.

11. Miscellaneous.

- a. This Agreement shall be in effect for one (1) year from and after the Effective Date and shall renew for successive one (1) year periods unless terminated as set forth herein.
- b. Fiscal Host may at any time terminate this Agreement and resign by giving not less than 60 days' written notice to the Consortium. Upon receiving such notice of resignation, the Consortium shall promptly appoint a successor fiscal host by an instrument in writing executed by order of its governing body. Such resignation shall take effect upon the successor fiscal host's acceptance of the appointment and this Agreement shall terminate.
- c. The Fiscal Host may be removed by the Consortium at any time upon not less than 60 days' written notice. Such removal shall take effect upon appointment of a successor fiscal host and such successor fiscal host's acceptance of such appointment and in that event, this Agreement shall terminate.
- d. In accordance with Minnesota Statutes, Section 245.466, Subd.3 (1), the Commissioner of Minnesota Department of Human Services is a third-party beneficiary to this contract.
- e. The Fiscal Host may withhold reimbursements or payments if either the Fiscal Host or the Minnesota Department of Human Services has reasonable grounds to believe that the Consortium or any subcontractor is taking or failing to take any action that constitutes anticipatory breach of contract with regard to a Project or Grant. If the breach occurs, the Fiscal Host may recoup any payments made for the period during which the breach occurred.
- f. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the Fiscal Host and the Consortium. The Consortium is an independent contractor and neither it, its employees, agents nor representatives shall be considered employees, agents, or representatives of the Fiscal Host. Except as otherwise provided herein, the Consortium shall maintain in all respects its present control over the application of its intake procedures and requirements to recipients and the means and personnel by which this Agreement is performed. From any amounts due the Consortium, there will be no deduction for Federal income tax or FICA payments nor for any State income tax, nor for any other purposes which are associated with an employer/employee relationship unless

required by law. Payment of Federal income tax, FICA payments, and State income tax are the responsibility of the Consortium.

- g. The Parties agree to abide by all applicable Federal, State, and local laws, statutes, ordinances, rules, and regulations now in effect and hereafter enacted pertaining to this Agreement.
- h. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
- i. Neither Party to this Agreement may assign its interest in this Agreement without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, conditioned, or delayed.
- j. The failure by any Party to enforce, at any time, any of the provisions of this Agreement, shall not constitute a waiver of such provision and shall not in any way affect the validity of this Agreement or any part thereof or the right of any of the Parties thereafter to enforce the provisions hereof. The provisions of this Agreement are severable, and any provision of this Agreement that is determined to be void or unenforceable shall not affect the enforceability of the remaining provisions herein, and the remaining provisions shall be enforced as if the Agreement was originally written without the invalid provision.
- k. This Agreement represents the entire agreement between the Parties with respect to the subject matter addressed in this Agreement. This Agreement may be changed, modified, or amended only by written agreement signed by both Parties.
- l. The individuals signing this Agreement hereby represent and warrant that they are authorized to execute this Agreement on behalf of their respective organizations. This Agreement shall bind and inure to the benefit of the Parties and their respective successors, representatives, and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date hereof.

DES MOINES VALLEY HEALTH
AND HUMAN SERVICES

By _____
Its

Date: _____

SOUTHWESTERN MINNESOTA ADULT
MENTAL HEALTH CONSORTIUM

By _____
Its

Date: _____

ROCK COUNTY

By _____
Its

Date: _____

NOBLES COUNTY

By _____
Its

Date: _____

JACKSON COUNTY

By _____
Its

Date: _____

PIPESTONE COUNTY

By _____
Its

Date: _____

COTTONWOOD COUNTY

By _____
Its

Date: _____

REDWOOD COUNTY

By _____
Its

Date: _____

APPROVED AS TO FORM
Redwood County Attorney

By: 

Date: **02.06.2023**

YELLOW MEDICINE COUNTY

By _____
Its

Date: _____

RENVILLE COUNTY

By _____

Date: _____



REQUEST FOR BOARD ACTION

Requested Board Date:	February 7, 2023	Originating Dept.:	Admin
Preferred 2nd Date:			
Discussion Item:	Endorse Letter of Support		
	Presenter:	Vicki K	
	estimated time needed:	5 min	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Endorse letter of Support for the Rural Health Academic Partnership between CentraCare and U of MN

Background Information:

The endorsement is in support of positive change for the future health of rural Minnesota

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Your endorsement is a clear and simple statement of positive change for the future health of rural Minnesota; a change for you, your employees, your clients, your investors, as well as your family, friends, and community.

To show your endorsement, simply reply to this email with your approval. We also request you provide your organization's logo via email or provide a contact at your organization I can connect with for this logo request.

Thank you for your consideration and ongoing support of CentraCare.

Jodi Gertken | Director of State Government Affairs and Community Relations

P: 320-251-2700, ext. 77526

C: 320-282-2457

CentraCare.com

Assistant: Darla Stellmach | 320-251-2700, ext. 55723 | Darla.Stellmach@CentraCare.com



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January 18, 2023

We are advocates for greater Minnesota, rural America, and the rural way of life. We know that rural life is as varied as the communities, families, and individuals that are living it. However, within that diverse experience is a common challenge: a disparate shortage of rural doctors and healthcare workers.

According to the New England Journal of Medicine:

“Rural areas in the United States suffer disproportionately from inadequate access to health care. In 2018, according to the Health Resources and Services Administration (HRSA), 66% of Health Professional Shortage Areas for primary care and 62% of those for mental health were located in rural or partially rural areas of the country. Although there is disagreement about the adequacy of the overall physician supply, there is little disagreement that the uneven distribution of physicians presents serious access problems in many rural areas. Limited access to physicians can reduce access to preventive care and exacerbate unmet health needs, leading to costly hospitalizations and poor health status.” (July 25, 2019 N Engl J Med 2019; 381:299-301)

Today, we know that our rural communities are demographically older, poorer, and sicker than their metropolitan and suburban neighbors. While each of our organizations speak from different perspectives, we share a common sense of urgency to address this disparity. Central to this crisis is the worsening shortage of rural doctors.

This is why we support the University of Minnesota Medical School and CentraCare establishing a medical school campus in central Minnesota and expanding their current residency program, to attract, train, and retain rural physicians in greater Minnesota and rural America.



Santo Cruz
CentraCare, Chief Legal Officer/Senior Vice President



REQUEST FOR BOARD ACTION

Requested Board Date:	February 7, 2023	Originating Dept.:	Admin
Preferred 2nd Date:			
Discussion Item:		Presenter:	Vicki K
Declare 1891 CH items as excess inventory		estimated time needed:	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Declare items on attached listing as excess inventory and authorize disposal.

Background Information:

Items were removed prior to the demolition of the 1891 CH at the request of the Redwood County Historical Society. Items not taken by Historical Society will be sold.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

EXCESS ITEMS FROM 1891 COURTHOUSE

Item description

Exit Signs/lights (several throughout entire building)

Historical Society

Wall Mounted directorys (3)

2 to Historical Society

Mini Split AC Unit

Historical Society

Down Draft AC Unit from IT Server room

Wooden Attic Door

Historical Society

Back-up Generator -IT Server room



REQUEST FOR BOARD ACTION

Requested Board Date:	February 7, 2023	Originating Dept.:	Admin/Maintenance
Preferred 2nd Date:			
Discussion Item:		Presenter:	Vicki K
Declare 2004 Ford E150 excess equipment		estimated time needed:	5 min
Board Action:	<input type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Declare 2004 Ford E150 Van excess and authorize disposal

Background Information:

The 2004 Ford E150 Van has been out of commission for approximately 9 months due to the ABS sensor malfunction. This part is not available and the van cannot be repaired. The van is used to transport recycling containers to the RRRSWA. There is no sense of having the van in our fleet when it is no longer useable.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

2023 Tobacco License Application's

Redwood County, Minnesota

Marcos

City of Vesta

- Board of Commissioner's Approval
- County Auditor Approval

Tobacco Retailer's License

License is hereby granted to

Marcos

to sell at retail

Tobacco, Tobacco Products, & Tobacco Related Devices

at the nonmoveable retail establishment located at 195 S Hwy 19, Vesta, MN 56292, in Redwood County, State of Minnesota, having given satisfactory evidence that the licensee is at least eighteen years of age, has had no tobacco license revoked within the last twelve months, and has had no convictions of a federal, state or local law, ordinance provision, or other regulation relating to tobacco within the last five years for the period

Commencing 7th day of February, 2023, and **Terminating** 31st day of December, 2023

This license is granted pursuant to application and payment of fee therefor and is subject to all of the provisions and conditions of the laws of the United States of America, the State of Minnesota, and the County of Redwood pertaining to such sale, and is revocable for the violation thereof. Not transferable.

Witness the Governing Body of the County of Redwood and the seal thereof on this 7th day of February, 2023.

By: _____
Redwood County Board of Commissioners, Chairperson

Attest: _____
Redwood County Auditor-Treasurer



REQUEST FOR BOARD ACTION

Requested Board Date:	February 7, 2023	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	Appointment to the Cottonwood-Middle MN One Watershed, One Plan		
	Presenter:	Vicki Kletscher	
	estimated time needed:	2 minutes	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Chair Salfer to appoint an alternate to the Cottonwood-Middle MN One Watershed, One Plan

Background Information:

Commissioner Wakefield was appointed to the Cottonwood-Middle MN One Watershed, One Plan Committee, however, Kerry Netzke has requested that an Alternate also be appointed in case Wakefield cannot attend a meeting as Redwood County will want to have a representative especially towards the end of the planning process when decisions need to be made.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****