

**McLEOD COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
McLEOD COUNTY GOVERNMENT CENTER
MARTIN McLEOD BOARDROOM
520 CHANDLER AVENUE NORTH, GLENCOE, MN
JULY 5, 2022**

1 9:00 CALL TO ORDER

PLEDGE OF ALLEGIANCE

2 9:01 CONSIDERATION OF AGENDA ITEMS *

3 9:02 CONSENT AGENDA *

- A. June 21, 2022, County Board Meeting Minutes.
- B. June 21, 2022, County Board of Appeal and Equalization Meeting Minutes.
- C. June 29, 2022, Continuation of County Board of Appeal and Equalization Meeting Minutes.
- D. June 17, 2022, Auditor's Warrants.
- E. June 24, 2022, Auditor's Warrants.
- F. Approve a quote from ESRI (Redlands, California) to renew ESRI ArcGIS software maintenance for one year, at a cost of \$11,413.00, with funds from the Information Technology budget (01-065).
- G. Approve a six-lot sketch plan (No. JP22-SP1) from J&A Investments (Hutchinson, Minnesota) with a cul-de-sac being constructed to serve the new lots. There is considerable wetland/low ground on the south part of this 8.45 acres (AP S2 in Section 30, and N2 in Section 31 of Hutchinson Township). This could make it difficult to create the six lots. Soil borings and wetland review will be necessary to determine the actual number of buildable lots to be created. The sketch plan was recommended for approval by the Hutchinson Area Joint Planning Board at its June 15, 2022, meeting.
- H. Approve a request to reimburse three McLeod County Household Hazardous Waste employees for safety shoes, per section 24.3 of the Teamsters 320 Clerical Union contract, at a total cost not to exceed \$600.00, from the Environmental Services budget (01-609). The last replacement request was December 1, 2020, and yielded a final cost of \$268.64.

4 9:03 HEALTH AND HUMAN SERVICES – Nicole Feltmann

- A. Consider accepting a Minnesota Department of Health grant worth \$5,670.00, to be used for ongoing COVID efforts at McLeod County Jail. *

5 9:05 ENVIRONMENTAL SERVICES – Marc Telecky, Director

- A. Consider approving an Independent Contractor Professional Service Agreement between McLeod County, through McLeod County Environmental Services, and Duane Radtke, doing business as Radtke Sewer Services, for 2022 Subsurface Sewage Treatment Systems services from July 5, 2022, through December 31, 2022, with funds from the Environmental Services budget (01-609). *

McLeod County Attorney Michael Junge has been notified.

- B. Consider approving an Independent Contractor Professional Service Agreement between McLeod County, through McLeod County Environmental Services, and Kendell Kubasch, doing business as Kubasch Excavating LLC, for 2022 Subsurface Sewage Treatment Systems services from July 5, 2022, through December 31, 2022, with funds from the Environmental Services budget (01-609). *

McLeod County Attorney Michael Junge has been notified.

6 9:10 PUBLIC WORKS – John Brunkhorst, Director

- A. Consider approving Minnesota Department of Transportation Agreement 1050946, a donor recipient agreement to exchange federal funds on State Project 43-070-023, County State Aid Highway 115/25 Roundabout project, and the corresponding Resolution 22-CB-36. *

This agreement is for a fund exchange of \$360,000.00 between McLeod County and Wabasha County. Wabasha County will receive State Aid funds from McLeod County, and Wabasha County will give McLeod County Federal funds. This is being done as a favor to Wabasha County so it doesn't have to follow the federal process on its project, which is a cost savings.

- B. Consider authorizing design and bid solicitation for a new highway maintenance vehicle storage facility in Glencoe, at a cost not to exceed \$1,800.00, with funds from the Designated for Capital Assets budget (25-807). *

Once a design is done and bids/quotes have been received, the Board will authorize moving forward with the construction phase of the project.

- C. Consider approving agreement B133 with Rice Companies Inc. (Sauk Rapids, Minnesota) for architectural and engineering services for the design of a 9,000-square-foot, pre-engineered metal building, at a cost based on 3% of the owners budget for cost of work, not to exceed \$54,000.00, with funds from the Designated for Capital Assets budget (25-807). *

This contract and the corresponding documents are in draft format and being reviewed by County Attorney Michael Junge. If the Board approves, Public Works and Rice Companies will prepare final documents to be signed.

- D. Consider approving agreement A133 with Rice Companies Inc. (Sauk Rapids, Minnesota) for construction management services for the new highway shop, at a cost of 3.5% of the final contract amount, which is determined at a later date when the guaranteed maximum price (GMP) is established, with funds from the Designated for Capital Assets budget (25-807). *

This contract allows Rice Companies to solicit bids and establish a GMP. The contract and corresponding documents are in draft format and being reviewed by County Attorney Michael Junge. If the Board approves, Public Works and Rice Companies will prepare final documents to be signed.

- E. Consider authorizing Public Works to solicit quotes to obtain soil borings for the Glencoe highway shop, at a cost not to exceed \$20,000.00, with funds from the Designated for Capital Assets budget (25-807). *

- F. Consider approving a letter to the Minnesota Department of Transportation urging safety improvements at the intersection of Morningside Drive and U.S. Highway 212, in Glencoe, Minnesota. *

7 COUNTY ADMINISTRATION

- Review of Commissioners' calendars and meetings attended since June 21, 2022.
- A. Consider approving the attendance, cost of registration, transportation, and lodging at the Minnesota Transportation Alliance's (Washington, D.C.) Fly-In event on September 20-22, 2022, for John Brunkhorst, County Engineer/Public Works Director, with funds from the Highway Administration budget (03-330), and, if desired by the County Board, one or two designated County Commissioners, using funds from the Board of County Commissioners budget (01-005). *
- B. Notification of McLeod County Drainage Authority and McLeod-Carver Joint Drainage Authority Public Hearing on the Redetermination of Benefits of County Ditches 12A, 28 and McLeod-Carver Joint Ditch 28 at 9:00 a.m. Monday, July 27, 2022, in the Martin McLeod Boardroom, McLeod County Government Center, 520 Chandler Avenue North, Glencoe, Minnesota. The Drainage Authority will accept public comment regarding the Redetermination of Benefits at that time.
- C. Notification of Joint Drainage Authority of McLeod and Wright Counties Special Zoom Meeting for Joint Ditch 11 McW, for the purpose of selecting an alternate viewer for the Redetermination of Benefits of JD 11 McW, at 3:00 p.m. Tuesday, July 19, in the Martin McLeod Boardroom, McLeod County Government Center, Glencoe, Minnesota.
- D. Notification of a tobacco compliance check in which Casey's, 261 South Street, Stewart, Minnesota, sold tobacco to a person under the age of 21 years. This is in violation of the McLeod County Tobacco Ordinance. In accordance with Minnesota Statutes 461.12, Subdivision 2, Casey's has been sent a letter and administrative fine of \$300.00, as it is its first offense. If there is a second offense on the same licensed premise within a 24-month period, an administrative fine of \$600.00 must be charged.
- E. Notification of Board Workshop following the Board Meeting on Tuesday, July 19, 2022, at the McLeod County Government Center, 520 Chandler Avenue North, Glencoe, Minnesota.

OTHER

Open Forum

Press Relations

RECESS

The next County Board meeting is at 9:00 a.m. Tuesday, July 19, 2022, at the McLeod County Government Center, 520 Chandler Avenue North, Glencoe, Minnesota. *

McLEOD COUNTY
BOARD OF COMMISSIONERS
MEETING MINUTES
McLEOD COUNTY GOVERNMENT CENTER
MARTIN McLEOD BOARDROOM
520 CHANDLER AVENUE NORTH, GLENCOE, MN
JUNE 21, 2022

1 CALL TO ORDER

The regular meeting of the McLeod County Board of Commissioners was called to order at 4:30 p.m. by Chair Krueger at the McLeod County Government Center. Commissioners Schmalz, Nagel, Wright and Luthens were also present, as were County Attorney Michael Junge, County Administrator Sheila Murphy and Administrative Assistant Stephen Wiblemo.

PLEDGE OF ALLEGIANCE

At the request of the Board Chair, all present recited the Pledge of Allegiance.

2 CONSIDERATION OF AGENDA ITEMS

County Administrator Murphy requested the addition of an Item 8C, consider approving a Personnel Committee recommendation to add a full-time Legal-Assistant/Paralegal position to the County Attorney's Office.

Nagel moved, Luthens seconded and motion carried unanimously to approve the agenda as revised.

3 CONSENT AGENDA

- A. June 7, 2022, County Board Meeting Minutes.
- B. June 3, 2022, Auditor's Warrants.
- C. June 10, 2022, Auditor's Warrants.
- D. June 15, 2022, Auditor's Warrants.
- E. Approve a 2022 State of Minnesota Annual County Boat and Water Safety Grant contract agreement for \$2,904.00, to be used for the McLeod County Sheriff's Office Boat and Water Safety Program.

Nagel moved, Schmalz seconded and motion carried unanimously to approve the consent agenda.

4 PUBLIC HEARING – Tim Langenfeld, Sheriff

Nagel moved, Schmalz seconded and motion carried unanimously to open the public hearing at 4:31 p.m.

- A. Open a public hearing for interested members of the public to give feedback regarding implementation of body-worn cameras and proposed body-worn camera policies by the McLeod County Sheriff's Office.

McLeod County Sheriff's Office deputies and correctional officers will begin wearing body-worn cameras in the fall of 2022. Per Minnesota Statute 626.8473, the Sheriff's Office must provide an opportunity for public

comment before it implements its body-worn camera system, and the County must provide an opportunity for public comment at a regularly scheduled meeting.

Today's public hearing notice was published three weeks prior to the hearing in the McLeod County Chronicle and was also posted on the County website. The preliminary policy drafts were available to the public on the County website. An online citizen input form was also available on the County website.

No members of the public were in attendance to speak during the public hearing. Before the public hearing, Sheriff Langenfeld said his office received two comments, both in favor of the body-worn cameras.

Sheriff Langenfeld also stated that the McLeod County Sheriff's Office has been notified that it is eligible for a grant of up to \$62,000.00 to help offset the cost of the body-worn camera program.

Nagel moved, Schmalz seconded and motion carried unanimously to close the public hearing at 4:33 p.m.

5 SHERIFF'S OFFICE – Tim Langenfeld, Sheriff

- A. Consider approving a quote from Century Fence Company (Forest Lake, Minnesota) for fencing and gates, plus privacy slats, at the Environmental Services Building, for a total cost not to exceed \$17,595.00, with funds from the County Sheriff's Office budget (01-201).

The Sheriff's Office must vacate the Glencoe County Shop and needs space for an impound area for vehicles that have been seized for criminal reasons. The Sheriff's Office has worked with Environmental Services to obtain internal and external space at the Environmental Services Building in Hutchinson.

Century Fence Company is also doing the work for the McLeod County Fairgrounds fence that was approved at the June 07, 2022, meeting, so there would be cost savings because the company can complete both jobs at about the same time.

The quote includes 120 feet of fencing with a 1-foot strand of security barbed wire on top, although less should be needed since it also calls for two galvanized sliding gates (one on each end). The cost for this fencing and gates is not to exceed \$14,550.00 and should be less, accounting for the amount of fencing not needed for the gate area.

There is also an option to add privacy slats at an additional cost not to exceed \$3,045.00. This would be recommended, but there could be other options such as mesh screening that could be installed by County staff.

Nagel moved, Wright seconded and motion carried unanimously to approve the quote from Century Fence Company (Forest Lake, Minnesota) for fencing, gates and privacy slates at the Environmental Services Building, for a total cost not to exceed \$17,595.00, with funds from the County Sheriff's Office budget (01-201).

6 PARKS AND RECREATION – Liz Danielson, Economic Development Coordinator

- A. Consider adopting Resolution 22-CB-34, establishing the temporary Parks Planning Task Force Committee.

This temporary committee would be active until February 01, 2023, and assist Mid-Minnesota Development Commission with creating the McLeod County Master Parks Plan.

The Master Parks Plan will include recreational opportunities at the Fairgrounds and will be complimentary to the Master Fairgrounds Plan.

**RESOLUTION 22-CB-34
ESTABLISHMENT OF TEMPORARY PARKS PLANNING TASK FORCE COMMITTEE**

WHEREAS, the McLeod County Board of Commissioners wishes to form a temporary committee to assist in a McLeod County parks planning study and development of a county-wide parks plan; and

WHEREAS, the temporary committee will work in collaboration with McLeod County staff and Mid-Minnesota Development Commission (MMDC) staff; and

WHEREAS, the County Board will appoint a group of individuals throughout the County to serve on the temporary Parks Planning Task Force committee.

NOW, THEREFORE, BE IT RESOLVED, the McLeod County Board of Commissioners authorizes the establishment of the temporary committee Parks Planning Task Force until February 01, 2023.

Schmalz moved, Wright seconded and motion carried unanimously to adopt Resolution 22-CB-34, establishing the temporary Parks Planning Task Force Committee.

- B. Consider adopting Resolution 22-CB-35, appointing members to the Parks Planning Task Force Committee.

Task force members will meet approximately 4-6 times throughout the project.

**RESOLUTION 22-CB-35
TEMPORARY COMMITTEE APPOINTMENTS**

BE IT RESOLVED, the following staff committee appointments is hereby approved, effective June 21, 2022:

COMMITTEE	ROLE	APPOINTEE	TERM
Parks Planning Task Force	County Administrator	Sheila Murphy	February 01, 2023
Parks Planning Task Force	County Engineer	John Brunkhorst	February 01, 2023
Parks Planning Task Force	Parks and Recreation		February 01, 2023
Parks Planning Task Force	Economic Development	Liz Danielson	February 01, 2023
Parks Planning Task Force	Soil and Water Conservation District	Coleton Draeger	February 01, 2023
Parks Planning Task Force	Commissioner	Joe Nagel	February 01, 2023
Parks Planning Task Force	Commissioner	Paul Wright	February 01, 2023
Parks Planning Task Force	Mid-Minnesota Development Commission	Kyle Ten Napel	February 01, 2023
Parks Planning Task Force	District 1 Citizen	Brian Stiles	February 01, 2023
Parks Planning Task Force	District 2 Citizen	Cory Neid	February 01, 2023
Parks Planning Task Force	District 3 Citizen	Chad Czmowski	February 01, 2023
Parks Planning Task Force	District 4 Citizen	Lori Cacka	February 01, 2023
Parks Planning Task Force	District 5 Citizen	Jerry Eggert	February 01, 2023

Wright moved, Luthens seconded and motion carried unanimously to adopt Resolution 22-CB-35, appointing members to the Parks Planning Task Force Committee.

7 AUDITOR-TREASURER – Connie M. Kurtzweg, Auditor-Treasurer

- A. Consider adopting Resolution 22-CB-33, authorizing McLeod County Auditor-Treasurer Connie M. Kurtzweg to appoint the election judges for the 2022 election cycle, as provided in Minnesota Statute 203B.121 to perform the task.

**RESOLUTION 22-CB-33
ESTABLISHMENT OF TEMPORARY PARKS PLANNING TASK FORCE COMMITTEE**

WHEREAS, Minnesota Statutes 203B.121, Subd. 2 authorizes that the governing body of any county shall be appointed by the governing body of the municipality; and

WHEREAS, McLeod County does plan to hire election judges in the 2022 election cycle; and

NOW, THEREFORE, BE IT RESOLVED, the McLeod County Board of Commissioners hereby authorize the County Auditor-Treasurer to appoint the election judges as provided in Minnesota Statutes 204B.121 to perform the task.

Schmalz moved, Luthens seconded and motion carried unanimously to adopt Resolution 22-CB-33, authorizing McLeod County Auditor-Treasurer Connie M. Kurtzweg to appoint the election judges for the 2022 election cycle, as provided in Minnesota Statute 203B.121 to perform the task.

- B. Consider appointing two McLeod County Commissioners to serve as members of the County Canvassing Board.

The Canvassing Board meets at 10:00 a.m. on Friday, August 12, 2022, following the Primary Election, and Monday, November 14, 2022, following the General Election.

Commissioners may not serve on the Canvassing Board if they are on the ballot, such as Commissioner Krueger and Commissioner Nagel. Auditor-Treasurer Kurtzweg recommended Commissioner Schmalz and Commissioner Wright be appointed, based on the rotation.

Nagel moved, Luthens seconded and motion carried unanimously to approve Auditor-Treasurer Connie M. Kurtzweg’s recommendation to appoint Commissioner Nathan Schmalz and Commissioner Paul Wright to the McLeod County Canvassing Board.

8 COUNTY ADMINISTRATION

- Review of Commissioners’ calendars and meetings attended since June 7, 2022.

Commissioners reviewed their calendars and meetings attended since June 7, 2022.

- A. Notification of out-of-state travel for County Administrator Sheila Murphy, who will be attending the fall meeting of the Workforce Network Advisory Council on Wednesday, November 9, 2022, through Friday, November 11, 2022, in Palm Beach County, Florida. As a member of the National Association of Counties

(NACo) Workforce Network Advisory Council, expenses for airfare, transportation and hotel stay for two nights will be covered by NACo, and meals Wednesday evening, Thursday throughout the day, and Friday morning are provided.

Schmalz moved, Wright seconded and motion carried unanimously to approve out-of-state travel for County Administrator Murphy to attend the fall meeting of the Workforce Network Advisory Council on Wednesday, November 9, 2022, through Friday, November 11, 2022, in Palm Beach County, Florida.

- B. Notification of Board Workshop following the Board Meeting on Tuesday, July 5, 2022, at the McLeod County Government Center, 520 Chandler Avenue North, Glencoe, Minnesota.
- C. Consider approving a Personnel Committee recommendation to add a full-time Legal-Assistant/Paralegal position to the County Attorney's Office.

This addition is due to staffing changes and increased need for coverage within the Attorney's Office. It is a permanent, full-time position.

A temporary, full-time position was recently approved, but that person is only available temporarily, part time. So there is a need for this position, and it is urgent, Murphy said.

County Attorney Michael Junge said one person is leaving on maternity leave for 4-5 months, and with technology improvements such as body-worn cameras, it creates more duties for the Attorney's Office.

Wright moved, Krueger seconded and motion carried unanimously to approve the Personnel Committee recommendation to add a full-time Legal-Assistant/Paralegal position to the County Attorney's Office.

OTHER

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RECESS

The next County Board meeting is at 9:00 a.m. Tuesday, July 5, 2022, at the McLeod County Government Center, 520 Chandler Avenue North, Glencoe, Minnesota.

Schmalz moved, Wright seconded and motion carried unanimously to recess at 4:57 p.m. until the next County Board meeting at 9:00 a.m. Tuesday, July 5, 2022, at the McLeod County Government Center, 520 Chandler Avenue North, Glencoe, Minnesota.

ATTEST:

Doug Krueger, Board Chair

Sheila Murphy, County Administrator

**McLEOD COUNTY
BOARD OF APPEAL AND EQUALIZATION
MEETING MINUTES
McLEOD COUNTY GOVERNMENT CENTER
MARTIN McLEOD BOARDROOM
520 CHANDLER AVENUE NORTH, GLENCOE, MN
JUNE 21, 2022**

CALL TO ORDER

The McLeod County Board of Appeal and Equalization was called to order at 6:01 p.m. by Auditor-Treasurer Connie M. Kurtzweg at the McLeod County Government Center. Commissioners Krueger, Schmalz, Wright and Luthens were also present, as were County Assessor Sue Schulz, County Attorney Michael Junge, County Administrator Sheila Murphy and Administrative Assistant Stephen Wiblemo. Commissioner Nagel was not present.

PLEDGE OF ALLEGIANCE

At the request of the Auditor-Treasurer, all present recited the Pledge of Allegiance.

BOARD OF APPEAL AND EQUALIZATION OATH

Murphy administered the Board of Appeal and Equalization Oath to members of the Board of Appeal and Equalization.

Kurtzweg noted that a quorum had been met for the meeting. She thanked those in attendance for coming as well as the County Assessor and staff for their diligence and understanding with property owners. Kurtzweg cited Minnesota Statute 274.13, outlining what the Board is allowed to do including reducing or raising the current year valuation of real or personal property and/or changing the classification of any property. The Board may not alter taxes or assessments of prior years; reduce the aggregate individual market value adjustment or classification change that would benefit property if the owner has refused the assessor access to inspect the property and the interior of any buildings or structures.

ELECTION OF CHAIRPERSON

Kurtzweg conducted the election of the Board of Appeal and Equalization Chairperson.

Wright moved, Schmalz seconded and motion carried unanimously to elect Commissioner Krueger as Chairperson of the Board of Appeal and Equalization.

ELECTION OF CHAIRPERSON

Krueger conducted the election of the Board of Appeal and Equalization Vice Chairperson.

Luthens moved, Schmalz seconded and motion carried unanimously to elect Commissioner Wright as Vice Chairperson of the Board of Appeal and Equalization.

CONSIDERATION OF AGENDA ITEMS

Schulz requested the addition of Bruce Franke, parcel 07.017.1000, to the list of appointments.

Kurtzweg moved, Wright seconded and motion carried unanimously to approve the agenda as revised.

APPOINTMENTS

A. Jeffrey Forcier – PID 14.027.1600

The Assessor recommended a reduction in valuation from \$679,500.00 to \$656,200.00.

Forcier requested a further reduction in valuation than what was already recommended.

Wright moved, Luthens seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 14.027.1600 to \$656,200.00 for year payable 2023.

B. Michael Booth – PID 11.006.0550

The Assessor recommended a reduction in valuation from \$801,700.00 to \$760,300.00.

Booth bought the property February 2, 2022, for \$736,000.00, and it was appraised in April 2022 for the same amount. Booth requested a reduction in valuation to the amount the property was appraised. Schulz said the Assessor's Office can't arbitrarily lower the valuation to the recent sales amount because that would be spearing, which is illegal in Minnesota. Assessors must treat all properties fairly and equitably through mass appraisal. The most recent sale was not part of the latest market sales study used to determine valuations.

Luthens moved, Krueger seconded and motion failed 3-2 to reduce the valuation on parcel 11.006.0550 to \$748,300.00 for year payable 2023.

Roll Call: Kurtzweg - no, Luthens - yes, Wright - no, Krueger - no, Schmalz - yes

Krueger moved, Wright seconded and motion carried 4-1 to approve the Assessor's recommendation to reduce the valuation on parcel 11.006.0550 to \$760,300.00 for year payable 2023.

Roll Call: Kurtzweg - yes, Luthens - no, Wright - yes, Krueger - yes, Schmalz - yes

C. Mark Lewis – PID 21.120.0030

This appointment was moved to recommendations.

D. James and Janet Koch – PID 14.018.0275

The Assessor recommended a reduction in valuation from \$866,500.00 to \$848,400.00.

Koch requested a reduction in valuation to around \$716,000.00, which he based on what he believes were comparable properties he presented to the Board.

Wright said that while he typically tends to side with Assessor's Office staff, he believes the percentage adjustment used according to state law doesn't serve some properties fairly. Koch then stated he would be pleased with a reduction in valuation to \$750,000.00.

Wright moved, Schmalz seconded and motion carried unanimously to reduce the valuation on parcel 14.018.0275 to \$750,000.00 for year payable 2023.

E. Jessica and Alexander Trout – PID 23.455.0380

The Assessor recommended a reduction in valuation from \$390,500.00 to \$373,400.00.

The Trouts requested a reduction in valuation with the justification that they believe their home, which was built in 2006, is being compared to newer homes in their neighborhood. They spoke to a realtor who believed \$350,000.00 was the most for which the property could be sold, and they requested the valuation be reduced to that number.

Schmalz moved, Krueger seconded and motion failed 4-1 to reduce the valuation on parcel 23.455.0380 to \$350,000.00 for year payable 2023.

Roll Call: Kurtzweg - no; Luthens - no; Wright - no; Krueger - no; Schmalz - yes

Luthens moved, Wright seconded and motion carried unanimously to reduce the valuation on parcel 23.455.0380 to \$361,700.00 for year payable 2023.

F. Thomas Donahue – PID 11.022.0400

The Assessor recommended a reduction in valuation from \$438,500.00 to \$415,300.00.

Donahue did not appear.

Schmalz moved, Kurtzweg seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 11.022.0400 to \$415,300.00 for year payable 2023.

G. Shane and Gretchen Tankersley – PID 01.060.0050

The Assessor recommended a reduction in valuation from \$563,000.00 to \$546,400.00.

The Tankersleys requested a reduction in valuation to about \$510,000.00. They purchased their property on April 15, 2022, for \$450,000.00. It was appraised in March 2022 for \$510,000.00. It was never listed and sold by word of mouth. Schulz said the sale likely wouldn't qualify for a future market study because it was sold by word of mouth.

Schmalz moved to reduce the valuation on parcel 01.060.0050 to \$528,200.00 for year payable 2023. Motion died for lack of a second.

Kurtzweg suggested that instead of adding 5% depreciation on the house and garage, add 7.5% depreciation for a further reduction. That percentage comes from the age and condition of the home.

Kurtzweg moved, Luthens seconded and motion carried 4-1 to reduce the valuation on parcel 01.060.0050 to \$538,100.00 for year payable 2023.

Roll Call: Kurtzweg - yes; Luthens - yes; Wright - yes; Krueger - yes; Schmalz - no

H. Home Service LLC, Robert Hantge – PID 23.228.0010

This appointment was canceled.

I. Brice Wagner – PID 23.090.0410

The Assessor recommended a reduction in valuation from \$184,900.00 to \$177,000.00.

Wagner requested a reduction in valuation to \$150,000.00. He did not appear.

Luthens moved, Schmalz seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 23.090.0410 to \$177,000.00 for year payable 2023.

J. William and Cheryl Knudson – PID 11.004.0100

The Assessor recommended a reduction in valuation from \$410,500.00 to \$397,500.00.

The Knudsons requested a reduction in valuation to \$360,000.00. As justification, they compared their property to their neighbor's, which did not increase as much in valuation.

Wright justified bringing the valuation down further based on foundation issues the Knudsons brought forward.

Luthens moved, Wright seconded and motion carried to reduce the valuation on parcel 11.004.0100 to \$381,000.00 for year payable 2023.

K. Nicholas Schuette – By Assessor 11.020.1700

This appointment was rescheduled until 1:00 p.m. Wednesday, June 29, at the McLeod County Boardroom, 520 Chandler Avenue North, Glencoe, Minnesota 55336, to allow an Assessor's Office staff member to inspect the property.

L. Kenneth S. and Sri Schweikert – PID 11.004.1300

The Assessor recommended a reduction in valuation from \$287,700.00 to \$253,500.00.

Schweikert did not appear, but did provide a letter with photos, including an appraisal of the property of \$220,000.00. He requested a reduction in valuation with the justification that the property has water/flooding problems.

Luthens moved, Wright seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 11.004.1300 to \$253,500.00 for year payable 2023.

M. Bruce Franke – PID 07.017.1000

The Assessor recommended a reduction in valuation from \$350,100.00 to \$313,000.00.

Franke requested a reduction in valuation further than what was already recommended. He justified his request because the property is in Zone A of the Glencoe Municipal Airport, which he stated severely restricted him in what he can do with and build on his property.

Krueger asked if Franke would be willing to reschedule his appointment for June 29, which would give an Assessor's Office staff member time to visit the property. Franke agreed, so this appointment was rescheduled until 1:00 p.m. Wednesday, June 29, at the McLeod County Boardroom, 520 Chandler Avenue North, Glencoe, Minnesota 55336, to allow an Assessor's Office staff member to inspect the property.

RECOMMENDATIONS

A. K&M Real Properties LLC – PID 02.009.0200

The Assessor recommended a reduction in valuation from \$847,500.00 to \$743,900.00

Wright moved, Kurtzweg seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 02.009.0200 to \$743,900.00 for year payable 2023.

B. Leroy and Shirley Jackels – PID 02.016.0700

The Assessor recommended a reduction in valuation from \$378,000.00 to \$355,000.00.

Krueger moved, Schmalz seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 02.016.0700 to \$355,000.00 for year payable 2023.

C. Travis and Brandi Platt – PID 02.028.0375

The Assessor recommended a reduction in valuation from \$550,700.00 to \$514,500.00.

Wright moved, Kurtzweg seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 02.028.0375 to \$514,500.00 for year payable 2023.

D. Robert Anderson – PID 06.054.0260

The Assessor recommended a reduction in valuation from \$352,000.00 to \$257,600.00.

Krueger moved, Luthens seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 06.054.0260 to \$257,600.00 for year payable 2023.

E. Cedar Hills Orchard LLC – PID 08.011.0900

The Assessor recommended a reduction in valuation from \$430,600.00 to \$379,400.00.

Luthens moved, Kurtzweg seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 08.011.0900 to \$379,400.00 for year payable 2023.

F. Riley Huls – PID 08.019.0500

The Assessor recommended a reduction in valuation from \$246,800.00 to \$202,800.00.

Wright moved, Schmalz seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 08.019.0500 to \$202,800.00 for year payable 2023.

G. JTD Acres Hutchinson LLC – PID 08.032.1400

The Assessor recommended a reduction in valuation from \$522,400.00 to \$389,400.00.

Wright moved, Schmalz seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 08.032.1400 to \$389,400.00 for year payable 2023.

H. Charles and Jacqueline Miller – PID 08.070.0010

The Assessor recommended a reduction in valuation from \$442,000.00 to \$393,100.00.

Schmalz moved, Luthens seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 08.070.0010 to \$393,100.00 for year payable 2023.

I. Kevin and Lori Steinhaus – PID 08.094.0010

The Assessor recommended a reduction in valuation from \$425,600.00 to \$424,500.00.

Luthens moved, Wright seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 08.094.0010 to \$424,500.00 for year payable 2023.

J. Kenny and Kristina Fillbrandt – PID 11.020.1200

The Assessor recommended a reduction in valuation from \$541,300.00 to \$482,000.00

Krueger moved, Kurtzweg seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 11.020.1200 to \$482,000.00 for year payable 2023.

K. Ryan Verdeck – PID 11.031.1100

The Assessor recommended a reduction in valuation from \$378,600.00 to \$348,900.00

Luthens moved, Wright seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 11.031.1100 to \$348,900.00 for year payable 2023.

L. Bradley and Shirley Carlson – PID 147.00.0300

The Assessor recommended a reduction in valuation from \$385,300.00 to \$341,700.00.

Schmalz moved, Luthens seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 14.007.0300 to \$341,700.00 for year payable 2023.

M. AAAA Galvanizing Winsted Inc – PID 21.010.1700

The Assessor recommended a reduction in valuation from \$2,549,000.00 to \$2,469,900.00.

Wright moved, Schmalz seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 21.010.1700 to \$2,469,900.00 for year payable 2023.

N. Mark Lewis – PID 21.120.0030

The Assessor recommended a reduction in valuation from \$400,700.00 to \$373,400.00.

Wright moved, Krueger seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 21.120.0030 to \$373,400.00 for year payable 2023.

O. Gary and Connie Schmidt – PID 23.327.0240

The Assessor recommended a reduction in valuation from \$399,900.00 to \$379,600.00

Schmalz moved, Luthens seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 23.327.0240 to \$379,600.00 for year payable 2023.

P. RCG Hutchinson MN LLC – PID 23.486.0010

The Assessor recommended a reduction in valuation from \$1,325,600.00 to 1,306,000.00.

Kurtzweg moved, Schmalz seconded and motion carried unanimously to approve the Assessor’s recommendation to reduce the valuation on parcel 23.486.0010 to \$1,306,000.00 for year payable 2023.

Q. Eric Doyle – PID 02.006.0250

The Assessor recommended a reduction in valuation from \$669,900.00 to \$644,900.00.

Krueger moved, Wright seconded and motion carried unanimously to approve the Assessor’s recommendation to reduce the valuation on parcel 02.006.0250 to \$644,900.00 for year payable 2023.

HANDOUT STATE BOARD OF EQUALIZATION

Schulz provided the Board with a handout from the State Board of Equalization. Schulz noted that the State Board ordered two changes to the valuation of lakeshore properties in Collins Township. Those changes include a 5% increase on land and a 10% increase on structures.

RECESS

Wright moved, Luthens seconded and motion carried unanimously to recess at 9:23 p.m. until 1 p.m. Wednesday, June 29, 2022, at the McLeod County Boardroom, 520 Chandler Avenue North, Glencoe, Minnesota 55336.

ATTEST:

Doug Krueger, Board Chair

Sheila Murphy, County Administrator

**McLEOD COUNTY
CONTINUATION OF BOARD OF APPEAL AND EQUALIZATION
MEETING MINUTES
McLEOD COUNTY GOVERNMENT CENTER
MARTIN McLEOD BOARDROOM
520 CHANDLER AVENUE NORTH, GLENCOE, MN
JUNE 29, 2022**

CALL TO ORDER

The Continuation of the McLeod County Board of Appeal and Equalization was called to order at 1:02 p.m. by Board of Appeal and Equalization Chair Doug Krueger at the McLeod County Government Center. Commissioners Nagel, Schmalz, Wright and Luthens were also present, as were Auditor-Treasurer Connie M. Kurtzweg, County Assessor Sue Schulz, County Attorney Michael Junge, County Administrator Sheila Murphy, and Administrative Assistant Stephen Wiblemo.

BOARD OF APPEAL AND EQUALIZATION OATH

Murphy administered the Board of Appeal and Equalization Oath to Commissioner Nagel.

APPOINTMENTS

- A. Bruce Franke – PID 07.017.1000

The Assessor recommended a reduction in valuation from \$350,100.00 to \$313,000.00.

Franke stated that because this property is in Zone A of the Glencoe Municipal Airport, he is restricted in what he can do with and build on his property. For this reason, he requested his property be tax exempt. Assessor Schulz and Attorney Junge stated the property does not qualify for tax exemption.

Wright moved, Krueger seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 07.017.1000 to \$313,000.00 for year payable 2023.

RECOMMENDATIONS

- A. Nicholas Schuette – PID 11.020.1700

The Assessor recommended a reduction in valuation from \$889,300.00 to \$768,800.00.

Krueger moved, Schmalz seconded and motion carried unanimously to approve the Assessor's recommendation to reduce the valuation on parcel 11.020.1700 to \$768,800.00 for year payable 2023.

ADJOURN

Luthens moved, Wright seconded and motion carried unanimously to adjourn the Board of Appeal and Equalization meeting at 1:27 p.m.

ATTEST:

Doug Krueger, Board Chair

Sheila Murphy, County Administrator

DRAFT

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

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3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: N

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

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 General Revenue 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
5	DEPT 6412			Board of County Commissioners			
	VERIZON WIRELESS						
	01-005-000-0000-6203		35.01	I PAD USE 06/03/2022 07/02/2022	58374345200001	Communications	N
	6412 VERIZON WIRELESS		35.01	1 Transactions			
5	DEPT Total:		35.01	Board of County Commissioners	1 Vendors	1 Transactions	
13	DEPT 7959			Court Administrator			
	JLT LAW & MEDIATION						
	01-013-000-0000-6206		370.00	COURT APPOINTED JV-21-151	2005605	CHIPS/Family Fee	N
	01-013-000-0000-6206		250.00	COURT APPOINTED JV-21-135	2005606	CHIPS/Family Fee	N
	01-013-000-0000-6206		400.00	COURT APPOINTED JV-21-115	2005607	CHIPS/Family Fee	N
	7959 JLT LAW & MEDIATION		1,020.00	3 Transactions			
	9003 KRAFT WALSER HETTIG & HONSEY PLLP						
	01-013-000-0000-6272		75.00	COURT APPOINTED JV-20-87	99468	Court Appt Atty - Dep/Neg/Ter	N
	01-013-000-0000-6272		30.00	COURT APPOINTED JV-21-14	99470	Court Appt Atty - Dep/Neg/Ter	N
	01-013-000-0000-6272		190.00	COURT APPOINTED JV-21-82	99476	Court Appt Atty - Dep/Neg/Ter	N
	01-013-000-0000-6272		125.00	COURT APPOINTED JV-22-14	99499	Court Appt Atty - Dep/Neg/Ter	N
	01-013-000-0000-6273		170.00	COURT APPOINTED PR-22-159	99500	Court Appt Atty - Other	N
	01-013-000-0000-6206		220.00	COURT APPOINTED FA-22-427	99511	CHIPS/Family Fee	N
	01-013-000-0000-6206		15.00	COURT APPOINTED FA-09-1914	99512	CHIPS/Family Fee	N
	9003 KRAFT WALSER HETTIG & HONSEY PLLP		825.00	7 Transactions			
	377 THE LAW OFFICE OF TROY A SCOTTING						
	01-013-000-0000-6206		40.00	COURT APPOINTED-SY	FA-11-692	CHIPS/Family Fee	N
	01-013-000-0000-6206		20.00	COURT APPOINTED-SS	FA-22-239	CHIPS/Family Fee	N
	01-013-000-0000-6206		20.00	COURT APPOINTED-HG	FA-22-327	CHIPS/Family Fee	N
	01-013-000-0000-6206		20.00	COURT APPOINTED-AJ	FA-22-331	CHIPS/Family Fee	N
	01-013-000-0000-6206		350.00	COURT APPOINTED-AN	FA-22-379	CHIPS/Family Fee	N
	01-013-000-0000-6272		450.00	COURT APPOINTED	JV-21-104	Court Appt Atty - Dep/Neg/Ter	N
	01-013-000-0000-6272		40.00	COURT APPOINTED	JV-21-73	Court Appt Atty - Dep/Neg/Ter	N
	01-013-000-0000-6272		210.00	COURT APPOINTED	JV-22-79	Court Appt Atty - Dep/Neg/Ter	N
	377 THE LAW OFFICE OF TROY A SCOTTING		1,150.00	8 Transactions			
	7065 TWISS LAW						
	01-013-000-0000-6272		140.00	COURT APPT FB/RG JV-21-14	BAU022821	Court Appt Atty - Dep/Neg/Ter	N
	01-013-000-0000-6272		730.00	COURT APPT BF/DD/PF JV-22-34	FIS033122	Court Appt Atty - Dep/Neg/Ter	N

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

1 General Revenue Fund

Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
	01-013-000-0000-6272		1,340.00	COURT APPT RG/SG JV-22-9	GRI013122	Court Appt Atty - Dep/Neg/Ter	N
	01-013-000-0000-6272		3,980.00	COURT APPT PH/MC JV-21-115	HUF083021	Court Appt Atty - Dep/Neg/Ter	N
	01-013-000-0000-6272		30.00	COURT APPT DM/KP/SH/MR JV-21-1	MCG083121	Court Appt Atty - Dep/Neg/Ter	N
	01-013-000-0000-6272		320.00	COURT APPT JR/CR JV-20-87	ROB053120	Court Appt Atty - Dep/Neg/Ter	N
	01-013-000-0000-6272		630.00	COURT APPT SS JV-21-191	SWA113021	Court Appt Atty - Dep/Neg/Ter	N
	01-013-000-0000-6272		310.00	COURT APPT JT/LT JV-22-47	THO043022	Court Appt Atty - Dep/Neg/Ter	N
7065	TWISS LAW		7,480.00	8 Transactions			
13	DEPT Total:		10,475.00	Court Administrator	4 Vendors	26 Transactions	
31	DEPT			County Administrator			
	6412 VERIZON WIRELESS						
	01-031-000-0000-6203		41.21	CELL PHONE USE	58374345200001	Communications	N
				06/03/2022 07/02/2022			
	6412 VERIZON WIRELESS		41.21	1 Transactions			
31	DEPT Total:		41.21	County Administrator	1 Vendors	1 Transactions	
65	DEPT			Information Technology			
	6412 VERIZON WIRELESS						
	01-065-000-0000-6203		35.01	CELL PHONE USE	58374345200001	Communications	N
				06/03/2022 07/02/2022			
	6412 VERIZON WIRELESS		35.01	1 Transactions			
65	DEPT Total:		35.01	Information Technology	1 Vendors	1 Transactions	
76	DEPT			Central Services - County Wide			
	6009 INNOVATIVE OFFICE SOLUTIONS LLC						
	01-076-000-0000-6402		28.46	OFFICES SUPPLIES	IN3814984	Office Supplies	N
	6009 INNOVATIVE OFFICE SOLUTIONS LLC		28.46	1 Transactions			
	1857 METRO SALES INC						
	01-076-000-0000-6321		85.92	COPIER MAINT MPC4504EX-REC	INV2063455	Maintenance Agreements	N
	01-076-000-0000-6321		590.07	COPIER MAINT MPC4504-EXT	INV2063647	Maintenance Agreements	N
	1857 METRO SALES INC		675.99	2 Transactions			
	3361 NAC MECHANICAL & ELECTRICAL SERVIC						
	01-076-000-0000-6303		330.00	TRAINING ON BAS	198715	Repair & Maintenance Services	N

***** McLeod County IFS *****



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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 General Revenue 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
3361	NAC MECHANICAL & ELECTRICAL SERVIC		330.00		1 Transactions		
1457	PRO AUTO & TRANSMISSION REPAIR INC 01-076-000-0000-6338		66.48	OIL CHANGE 2019 FORD ESCAPE	3085783	Motor Pool Expenses	N
1457	PRO AUTO & TRANSMISSION REPAIR INC		66.48		1 Transactions		
5194	QUADIENT LEASEING USA INC 01-076-000-0000-6321		2,285.67	MAIL MACHINE MCGC 07/07/2022 10/06/2022	N9441345	Maintenance Agreements	N
5194	QUADIENT LEASEING USA INC		2,285.67		1 Transactions		
76	DEPT Total:		3,386.60	Central Services - County Wide	5 Vendors	6 Transactions	
111	DEPT			Courthouse Building			
6774	BRANDED SOLUTION 01-111-000-0000-6145		235.45	MAINTENANCE UNIFORMS	3113	Uniform Allowance	N
6774	BRANDED SOLUTION		235.45		1 Transactions		
539	CENTERPOINT ENERGY INC 01-111-000-0000-6255		2,559.20	GAS BILL COURTHOUSE 04/30/2022 05/31/2022	5969231-9	Natural Gas	N
539	CENTERPOINT ENERGY INC		2,559.20		1 Transactions		
4966	CINTAS CORPORATION 01-111-000-0000-6415		44.08	CLEANING SUPPLIES 05/01/2022 05/31/2022	4118383726	Cleaning Supplies	N
	01-111-000-0000-6415		36.98	CLEANING SUPPLIES 05/01/2022 05/31/2022	4119763596	Cleaning Supplies	N
4966	CINTAS CORPORATION		81.06		2 Transactions		
5385	GOPHER STATE FIRE EQUIPMENT COMPA 01-111-000-0000-6303		455.00	ANNUAL INSPECTION	132185	Repair & Maintenance Services	N
5385	GOPHER STATE FIRE EQUIPMENT COMPA		455.00		1 Transactions		
253	LIGHT & POWER COMMISSION 01-111-000-0000-6253		33.60	ELECTRIC GARAGE 04/30/2022 05/31/2022	07-814100-00	Electricity	N
	01-111-000-0000-6253		8,815.73	ELECTRIC COURTHOUSE 04/30/2022 05/31/2022	13-857000-00	Electricity	N

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 General Revenue 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
	01-111-000-0000-6257		2,661.16	WATER/SEWER COURTHOUSE 04/30/2022 05/31/2022	13-857000-00	Sewer, Water & Garbage	N
253	LIGHT & POWER COMMISSION		11,510.49		3 Transactions		
3361	NAC MECHANICAL & ELECTRICAL SERVIC 01-111-000-0000-6303		144.00	WORKED ON BOLIERIS	198715	Repair & Maintenance Services	N
3361	NAC MECHANICAL & ELECTRICAL SERVIC		144.00		1 Transactions		
4147	WEST CENTRAL SANITATION INC 01-111-000-0000-6257		322.90	GARBAGE REMOVAL 05/01/2022 05/31/2022	12478023	Sewer, Water & Garbage	N
4147	WEST CENTRAL SANITATION INC		322.90		1 Transactions		
111	DEPT Total:		15,308.10	Courthouse Building	7 Vendors	10 Transactions	
113	DEPT			Government Center Building			
6774	BRANDED SOLUTION 01-113-000-0000-6145		228.95	MAINTENANCE UNIFORMS	3113	Uniform Allowance	N
6774	BRANDED SOLUTION		228.95		1 Transactions		
539	CENTERPOINT ENERGY INC 01-113-000-0000-6255		1,004.89	GAS BILL MCGC 05/02/2022 06/01/2022	11002867-1	Natural Gas	N
539	CENTERPOINT ENERGY INC		1,004.89		1 Transactions		
5385	GOPHER STATE FIRE EQUIPMENT COMPA 01-113-000-0000-6303		117.00	ANNUAL INSPECTION	131182	Repair & Maintenance Services	N
5385	GOPHER STATE FIRE EQUIPMENT COMPA		117.00		1 Transactions		
869	HILLYARD HUTCHINSON 01-113-000-0000-6415		457.30	LINER/CLEANER/MOP	604771770	Cleaning Supplies	N
869	HILLYARD HUTCHINSON		457.30		1 Transactions		
6009	INNOVATIVE OFFICE SOLUTIONS LLC 01-113-000-0000-6402		12.74	OFFICES SUPPLIES	IN3816720	Office Supplies	N
	01-113-000-0000-6425		18.68	HANG STRIP	IN3818073	Repair & Maintenance Supplies	N
6009	INNOVATIVE OFFICE SOLUTIONS LLC		31.42		2 Transactions		
253	LIGHT & POWER COMMISSION						

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1 General Revenue 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
	01-113-000-0000-6253		3,310.07	ELECTRIC MCGC 04/30/2022 05/31/2022	09-815400-01	Electricity	N
	01-113-000-0000-6257		1,030.88	WATER/SEWER MCGC 04/30/2022 05/31/2022	09-815400-01	Sewer, Water & Garbage Removal	N
253	LIGHT & POWER COMMISSION		4,340.95	2 Transactions			
3361	NAC MECHANICAL & ELECTRICAL SERVIC						
	01-113-000-0000-6303		424.00	TROUBLESHOOT COLD AREAS	198898	Repair & Maintenance Services	N
3361	NAC MECHANICAL & ELECTRICAL SERVIC		424.00	1 Transactions			
6412	VERIZON WIRELESS						
	01-113-000-0000-6203		87.42	CELL PHONE USE 06/03/2022 07/02/2022	58374345200001	Communications	N
6412	VERIZON WIRELESS		87.42	1 Transactions			
4147	WEST CENTRAL SANITATION INC						
	01-113-000-0000-6257		326.20	GARBAGE REMOVAL 07/01/2022 07/31/2022	12482080	Sewer, Water & Garbage Removal	N
4147	WEST CENTRAL SANITATION INC		326.20	1 Transactions			
113	DEPT Total:		7,018.13	Government Center Building	9 Vendors	11 Transactions	
114	DEPT			Environmental Services Building			
	3375 FOSTER MECHANICAL						
	01-114-000-0000-6561		478.58	REPLACE EXHAUST FAN	17313	Repair & Maintenance - Other	N
3375	FOSTER MECHANICAL		478.58	1 Transactions			
32875	HUTCHINSON UTILITIES COMMISSION						
	01-114-000-0000-6253		3,002.79	ELECTRIC ES 05/01/2022 06/01/2022	00410076	Electricity	N
	01-114-000-0000-6255		594.48	GAS ES 05/01/2022 06/01/2022	00410076	Natural Gas	N
32875	HUTCHINSON UTILITIES COMMISSION		3,597.27	2 Transactions			
114	DEPT Total:		4,075.85	Environmental Services Building	2 Vendors	3 Transactions	
117	DEPT			Fairgrounds			
	134 CITY OF HUTCHINSON						

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 General Revenue Fund

Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
	01-117-000-0000-6455		127.34	HATS FUEL	0000045473	Motor Fuels & Lubrication	N
134	CITY OF HUTCHINSON		127.34	05/01/2022 05/31/2022			1 Transactions
651	COMMISSIONER OF REVENUE						
	01-117-000-0000-6425		5.00	MAY USE TAX		Repair & Maintenance Supplies	N
651	COMMISSIONER OF REVENUE		5.00				1 Transactions
869	HILLYARD HUTCHINSON						
	01-117-000-0000-6415		21.22	FAIRGROUNDS SUPPLIES	604738190	Cleaning Supplies	N
	01-117-000-0000-6415		313.74	FAIRGROUNDS SUPPLIES	604739490	Cleaning Supplies	N
	01-117-000-0000-6415		276.18	FAIRGROUNDS SUPPLIES	604752159	Cleaning Supplies	N
869	HILLYARD HUTCHINSON		611.14				3 Transactions
136	HUTCHINSON CO-OP						
	01-117-000-0000-6423		215.64	#1760355 - FAIRG WEED SPRAY	1760355	Landscaping Materials	N
	01-117-000-0000-6423		16.13	#1760356 - FAIRG PESTICIDE	1760356	Landscaping Materials	N
136	HUTCHINSON CO-OP		231.77				2 Transactions
32875	HUTCHINSON UTILITIES COMMISSION						
	01-117-000-0000-6253		31.06	ELECTRIC- 898 CENTURY AVE SW	00436962	Electricity	N
				05/01/2022 06/01/2022			
	01-117-000-0000-6253		395.11	ELECTRIC- GRANDSTAND	00436972	Electricity	N
				05/01/2022 06/01/2022			
	01-117-000-0000-6253		442.17	ELECTRIC- ADMIN BLDG	00436973	Electricity	N
				05/01/2022 06/01/2022			
	01-117-000-0000-6253		222.58	ELECTRIC- AG BLDG	00436974	Electricity	N
				05/01/2022 06/01/2022			
	01-117-000-0000-6255		321.26	GAS- AG BLDG	00436974	Natural Gas	N
				05/01/2022 06/01/2022			
	01-117-000-0000-6253		252.34	ELECTRIC- FAIRGROUNDS	00436975	Electricity	N
				05/01/2022 06/01/2022			
	01-117-000-0000-6253		43.10	ELECTRIC- MAINT BLDG	00436976	Electricity	N
				05/01/2022 06/01/2022			
	01-117-000-0000-6255		86.13	GAS- MAINT BLDG	00436976	Natural Gas	N
				05/01/2022 06/01/2022			
	01-117-000-0000-6255		409.06	GAS- FAIRGROUNDS	00436978	Natural Gas	N
				05/01/2022 06/01/2022			
	01-117-000-0000-6253		68.90	ELECTRIC- 820 CENTURY AVE SW	00436979	Electricity	N

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

1 General Revenue 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
	01-117-000-0000-6253		31.06	ELECTRIC- SIGN 05/01/2022 06/01/2022	00436981	Electricity	N
	01-117-000-0000-6253		42.71	ELECTRIC- 816 CENTURY AVE SW 05/01/2022 06/01/2022	00437020	Electricity	N
	01-117-000-0000-6255		78.30	GAS- 860 CENTURY AVE SW 05/01/2022 06/01/2022	01002164	Natural Gas	N
32875	HUTCHINSON UTILITIES COMMISSION		2,423.78	13 Transactions			
5555	L & P SUPPLY COMPANY INC 01-117-000-0000-6425		44.36	#104902 - FAIRG SUPPLIES	291735	Repair & Maintenance Supplies	N
5555	L & P SUPPLY COMPANY INC		44.36	1 Transactions			
2825	MENARDS HUTCHINSON 01-117-000-0000-6425		9.99	INV# 33474 - FAIRGROUNDS	ACCT#31550277	Repair & Maintenance Supplies	N
2825	MENARDS HUTCHINSON		9.99	1 Transactions			
117	DEPT Total:		3,453.38	Fairgrounds	7 Vendors	22 Transactions	
121	DEPT 134 CITY OF HUTCHINSON			Veteran Services			
	01-121-000-0000-6455		23.81	FLEX 1 05/01/2022 05/31/2022	0000045472	Motor Fuels & Lubrication	N
	01-121-000-0000-6455		268.86	FLEX 2 05/01/2022 05/31/2022	0000045472	Motor Fuels & Lubrication	N
	01-121-000-0000-6455		103.60	FLEX 4 05/01/2022 05/31/2022	0000045472	Motor Fuels & Lubrication	N
	01-121-000-0000-6455		102.93	HC VAN 05/01/2022 05/31/2022	0000045472	Motor Fuels & Lubrication	N
134	CITY OF HUTCHINSON		499.20	4 Transactions			
121	DEPT Total:		499.20	Veteran Services	1 Vendors	4 Transactions	
201	DEPT 1424 ALPHA WIRELESS COMMUNICATIONS			County Sheriff's Office			
	01-201-000-0000-6321		2,487.75	EQUIPMENT MAINTENANCE 06/01/2022 06/30/2022	16221	Maintenance Agreements	N

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

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Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
1424	ALPHA WIRELESS COMMUNICATIONS		2,487.75				
				1 Transactions			
83	AT&T MOBILITY						
	01-201-000-0000-6203		2,621.80	SO CELL/MIFI/CAMERA USAGE	287286342903	Communications	N
				04/26/2022 05/25/2022			
	01-201-000-9001-6350		38.23	BPD MIFI USAGE	287286342903	Other Services & Charges - Brownnton Cc	N
				04/26/2022 05/25/2022			
	01-201-000-9004-6350		114.69	LPPD MIFI USAGE	287286342903	Other Services & Charges-LP Computer	N
				04/26/2022 05/25/2022			
	01-201-000-9005-6350		114.69	WPD MIFI USAGE	287286342903	Other Service & Charges - Winsted Comp	N
				04/26/2022 05/25/2022			
83	AT&T MOBILITY		2,889.41				
				4 Transactions			
5025	BNO SHEET METAL INC						
	01-201-204-0000-6402		593.31	FABRICATE CAMERA MOUNTS	6029	Investigations Office Supplies	N
5025	BNO SHEET METAL INC		593.31				
				1 Transactions			
6057	CARS ON PATROL SHOP LLC						
	01-201-000-0000-6327		52.99	OC #187	22485	General Auto Maintenance	N
	01-201-000-0000-6327		52.99	OC #157	22500	General Auto Maintenance	N
	01-201-000-0000-6327		182.83	OC/WIPER BLADES/ROT TIRES #175	22520	General Auto Maintenance	N
6057	CARS ON PATROL SHOP LLC		288.81				
				3 Transactions			
539	CENTERPOINT ENERGY INC						
	01-201-000-0000-6255		81.32	GAS STORAGE	5987117-8	Natural Gas	N
				05/02/2022 06/01/2022			
539	CENTERPOINT ENERGY INC		81.32				
				1 Transactions			
134	CITY OF HUTCHINSON						
	01-201-000-0000-6455		1,319.73	FUEL	0000045474	Motor Fuels & Lubrication	N
				05/01/2022 05/31/2022			
134	CITY OF HUTCHINSON		1,319.73				
				1 Transactions			
5967	GLENCOE FLEET SUPPLY INC						
	01-201-000-0000-6456		16.47	STAPLE	60260	Shooting Supplies for Firearms Program	N
5967	GLENCOE FLEET SUPPLY INC		16.47				
				1 Transactions			
6009	INNOVATIVE OFFICE SOLUTIONS LLC						
	01-201-000-0000-6402		24.36	OFFICES SUPPLIES	IN3781511	Office Supplies	N

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 General Revenue Fund

Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
	01-201-000-0000-6402		16.63	OFFICES SUPPLIES	IN3781810	Office Supplies	N
	01-201-000-0000-6402		2.85	OFFICES SUPPLIES	IN3785606	Office Supplies	N
	01-201-000-0000-6402		179.18	OFFICES SUPPLIES	IN3799880	Office Supplies	N
6009	INNOVATIVE OFFICE SOLUTIONS LLC		223.02				
				4 Transactions			
1111	LITTLE CROW SHOOTING SPORTS						
	01-201-000-0000-6456		8,209.99	AMMO	19345	Shooting Supplies for Firearms Program	N
1111	LITTLE CROW SHOOTING SPORTS		8,209.99				
				1 Transactions			
2006	RIDGEWATER COLLEGE						
	01-201-206-0000-6360		440.00	EMR REFRESHER	00240695	Training - Patrol	N
2006	RIDGEWATER COLLEGE		440.00				
				1 Transactions			
358	THOMPSON REUTERS WEST						
	01-201-000-0000-6450		171.55	CLEAR PROGRAM	846463381	Subscriptions	N
				05/01/2022	05/31/2022		
358	THOMPSON REUTERS WEST		171.55				
				1 Transactions			
6527	WINSTED LAUNDRY & CARWASH						
	01-201-000-0000-6327		72.00	CAR WASHES (8)	375	General Auto Maintenance	N
				05/01/2022	05/31/2022		
6527	WINSTED LAUNDRY & CARWASH		72.00				
				1 Transactions			
201	DEPT Total:		16,793.36	County Sheriff's Office			
					12 Vendors	20 Transactions	
251	DEPT			County Jail			
83	AT&T MOBILITY						
	01-251-000-0000-6203		182.04	JAIL CELL PHONE USAGE	287286342903	Communications	N
				04/26/2022	05/25/2022		
83	AT&T MOBILITY		182.04				
				1 Transactions			
5385	GOPHER STATE FIRE EQUIPMENT COMPA						
	01-251-000-0000-6350		209.00	SEMI ANNUAL SERVICE	132183	Other Services & Charges	N
	01-251-000-0000-6350		60.00	ANNUAL INSPECTION	132184	Other Services & Charges	N
5385	GOPHER STATE FIRE EQUIPMENT COMPA		269.00				
				2 Transactions			
869	HILLYARD HUTCHINSON						
	01-251-000-0000-6415		422.77	BLEACH/DETERGENT	604771686	Cleaning Supplies	N

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Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
869	HILLYARD HUTCHINSON		422.77				
				1 Transactions			
6009	INNOVATIVE OFFICE SOLUTIONS LLC						
	01-251-000-0000-6402		67.99	HP 414A BLANK INK	IN3794461	Office Supplies	N
	01-251-000-0000-6415		64.07	SIMPLE GREEN	IN3794461	Cleaning Supplies	N
	01-251-000-0000-6402		29.52	PLASTIC JACKETS	IN3806117	Office Supplies	N
	01-251-000-0000-6402		32.41	OFFICES SUPPLIES	IN3810556	Office Supplies	N
6009	INNOVATIVE OFFICE SOLUTIONS LLC		193.99				
				4 Transactions			
977	MIDWEST MONITORING & SURVEILLANCE						
	01-251-000-0000-6264		752.00	MONITORING FEES	0522521	Electronic Home Monitoring	N
				05/01/2022 05/31/2022			
	01-251-000-0000-6355		146.00	LAB SERVICES & SUPPLIES	DT0522139	UA Expense	N
				05/01/2022 05/31/2022			
977	MIDWEST MONITORING & SURVEILLANCE		898.00				
				2 Transactions			
10185	MINNESOTA MONITORING INC						
	01-251-000-0000-6264		71.25	MCLEOD SMARTLINK (JR)	13738	Electronic Home Monitoring	N
10185	MINNESOTA MONITORING INC		71.25				
				1 Transactions			
743	PLUNKETTS PEST CONTROL INC						
	01-251-000-0000-6321		75.10	GENERAL PEST CONTROL	7560554	Maintenance Agreements	N
743	PLUNKETTS PEST CONTROL INC		75.10				
				1 Transactions			
251	DEPT Total:		2,112.15	County Jail			
					7 Vendors	12 Transactions	
255	DEPT			County Court Services			
52050	NEXUS-KINDRED FAMILY HEALING						
	01-255-000-0000-6350		26.00	BIRTH CERIFICATE FEE	05/12/2022	Other Services & Charges	N
52050	NEXUS-KINDRED FAMILY HEALING		26.00				
				1 Transactions			
6412	VERIZON WIRELESS						
	01-255-000-0000-6203		41.21	CELL PHONE USE	58374345200001	Communications	N
				06/03/2022 07/02/2022			
6412	VERIZON WIRELESS		41.21				
				1 Transactions			
255	DEPT Total:		67.21	County Court Services			
					2 Vendors	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
257	DEPT			SENTENCE TO SERVE PROGRAM			
83	AT&T MOBILITY 01-257-000-0000-6203		44.55	STS CREW LEAD 04/26/2022 05/25/2022	287286342903	Communications	N
	83 AT&T MOBILITY		44.55	1 Transactions			
6057	CARS ON PATROL SHOP LLC 01-257-000-0000-6425		2,529.06	STS VAN SERVICE/LABOR	22430	Repair & Maintenance Supplies	N
	6057 CARS ON PATROL SHOP LLC		2,529.06	1 Transactions			
257	DEPT Total:		2,573.61	SENTENCE TO SERVE PROGRAM	2 Vendors	2 Transactions	
485	DEPT			County Public Health Nursing			
3249	BUNKER/LAURA 01-485-000-0000-6364		330.00	EMPLOYEE WELLNESS CLASS	6082022	County Employee Wellness Committee	N
	3249 BUNKER/LAURA		330.00	1 Transactions			
46478	MINNESOTA SUPERVISORS CONFERENCE 01-485-000-0000-6245		75.00	REGISTER 2022 SUPV'S CONF-BB		Dues & Registration Fees	N
	46478 MINNESOTA SUPERVISORS CONFERENCE		75.00	1 Transactions			
424	STERICYCLE INC 01-485-000-0000-6350		1,052.72	ANNUAL BILL 07/01/2022 06/30/2023	4011020700	Other Services & Charges	N
	01-485-000-0000-6350		154.14	ADDITIONAL CONTAINERS	4011020700	Other Services & Charges	N
	424 STERICYCLE INC		1,206.86	2 Transactions			
6412	VERIZON WIRELESS 01-485-000-0000-6203		140.06	WIRELESS CHARGES (ADMIN) 06/03/2022 07/02/2022	58373137400001	Communications	N
	01-485-000-0000-6203		35.01	WIRELESS CHARGES (CHIP) 06/03/2022 07/02/2022	58373137400001	Communications	N
	01-485-000-0000-6203		175.09	WIRELESS CHARGES (CASE MGMT) 06/03/2022 07/02/2022	58373137400001	Communications	N
	01-485-000-0000-6203		775.59	CELL PHONE USE 06/03/2022 07/02/2022	58374345200001	Communications	N
	6412 VERIZON WIRELESS		1,125.75	4 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
485	DEPT Total:		2,737.61	County Public Health Nursing	4 Vendors	8 Transactions	
520	DEPT			County Parks			
134	CITY OF HUTCHINSON						
	01-520-000-0000-6455		771.16	HATS FUEL 05/01/2022 05/31/2022	0000045473	Motor Fuels & Lubrication	N
	01-520-000-0000-6425		66.52	PARKS SHOP SUPPLIES 05/01/2022 05/31/2022	0000045477	Repair & Maintenance Supplies	N
134	CITY OF HUTCHINSON		837.68		2 Transactions		
651	COMMISSIONER OF REVENUE						
	01-520-000-0000-6257		33.00	MAY USE TAX		Sewer, Water & Garbage	N
	01-520-000-0000-6423		8.00	MAY USE TAX		Landscaping Materials	N
	01-520-000-0000-6425		27.00	MAY USE TAX		Repair & Maintenance Supplies	N
651	COMMISSIONER OF REVENUE		68.00		3 Transactions		
136	HUTCHINSON CO-OP						
	01-520-000-0000-6455		20.02	#1761128 - FUEL	1761128	Motor Fuels & Lubrication	N
	01-520-000-0000-6455		40.00	#1761945 - FUEL	1761945	Motor Fuels & Lubrication	N
	01-520-000-0000-6455		20.76	#1765510 - FUEL	1765510	Motor Fuels & Lubrication	N
	01-520-000-0000-6303		22.73	#1765934 - TIRE LABOR	1765934	Repair & Maintenance Services	N
	01-520-000-0000-6303		57.73	#1769180 - TIRE LABOR	1769180	Repair & Maintenance Services	N
	01-520-000-0000-6455		1,081.34	#2036 - LP	2036	Motor Fuels & Lubrication	N
136	HUTCHINSON CO-OP		1,242.58		6 Transactions		
2825	MENARDS HUTCHINSON						
	01-520-000-0000-6425		19.25	INV# 32599 - PARKS	ACCT#31550277	Repair & Maintenance Supplies	N
	01-520-000-0000-6425		69.94	INV# 32629 - PARKS	ACCT#31550277	Repair & Maintenance Supplies	N
	01-520-000-0000-6425		69.94	INV# 32675 - PARKS	ACCT#31550277	Repair & Maintenance Supplies	N
	01-520-000-0000-6425		79.93	INV# 32696 - PARKS	ACCT#31550277	Repair & Maintenance Supplies	N
	01-520-000-0000-6425		29.99	INV# 33164 - PARKS	ACCT#31550277	Repair & Maintenance Supplies	N
	01-520-000-0000-6425		29.99	INV# 33167 - PARKS	ACCT#31550277	Repair & Maintenance Supplies	N
	01-520-000-0000-6425		104.57	INV# 33939 - PARKS	ACCT#31550277	Repair & Maintenance Supplies	N
	01-520-000-0000-6425		10.00	INV# 33941 - PARKS	ACCT#31550277	Repair & Maintenance Supplies	N
2825	MENARDS HUTCHINSON		333.63		8 Transactions		
6412	VERIZON WIRELESS						
	01-520-000-0000-6203		35.03	PARKS LM SHOP 06/03/2022 07/02/2022	58374345200001	Communications	N

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

1 General Revenue Fund

Vendor No.	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
6412	VERIZON WIRELESS			35.03		1 Transactions		
520	DEPT Total:			2,516.92	County Parks	5 Vendors	20 Transactions	
609	DEPT				Enviornmental Services			
137	HUTCHINSON LEADER							
	01-609-000-0000-6241			114.43	LEGAL PUBLICATION (PAC)	0522382145	Printing & Publishing	N
137	HUTCHINSON LEADER			114.43		1 Transactions		
658	MCLEOD PUBLISHING INC							
	01-609-000-0000-6241			45.83	LEGL PUBL (BOA-MINMN)		Printing & Publishing	N
658	MCLEOD PUBLISHING INC			45.83		1 Transactions		
8564	ODP BUSINESS SOLUTIONS LLC							
	01-609-000-0000-6402			123.69	OFFICES SUPPLIES	2467009629001	Office Supplies	N
8564	ODP BUSINESS SOLUTIONS LLC			123.69		1 Transactions		
609	DEPT Total:			283.95	Enviornmental Services	3 Vendors	3 Transactions	
1	Fund Total:			71,412.30	General Revenue Fund		152 Transactions	

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Audit List for Board AUDITOR'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
310	DEPT			Highway Maintenance			
253	LIGHT & POWER COMMISSION						
	03-310-000-0000-6254		25.73	TRAFFIC LIGHT CSAH 4 & CR 62 04/30/2022 05/31/2022	14-459100-00	Intersection Lighting	N
	03-310-000-0000-6254		29.35	TRAFFIC LIGHT CSAH 15 & 3 05/01/2022 06/01/2022	14-606200-00	Intersection Lighting	N
253	LIGHT & POWER COMMISSION		55.08	2 Transactions			
213	MCLEOD COOP POWER ASSN						
	03-310-000-0000-6254		44.43	TRAFFIC LIGHT TH 212 & CSAH 1	861100	Intersection Lighting	N
	03-310-000-0000-6254		44.04	TRAFFIC LIGHT TH 7 & CSAH 115	903000	Intersection Lighting	N
	03-310-000-0000-6254		44.69	TRAFFIC LIGHT TH 15 & CSAH 18	903100	Intersection Lighting	N
	03-310-000-0000-6254		38.47	TRAFFIC LIGHT CSAH 13 & 23	906900	Intersection Lighting	N
	03-310-000-0000-6254		48.20	TRAFFIC LIGHT CSAH 2 & 3	907100	Intersection Lighting	N
	03-310-000-0000-6254		47.03	TRAFFIC LIGHT CSAH 25 & 26	907200	Intersection Lighting	N
	03-310-000-0000-6254		44.17	TRAFFIC LIGHT CSAH 7 & 115	907300	Intersection Lighting	N
	03-310-000-0000-6254		47.81	TRAFFIC LIGHT CSAH 18 & 7	907400	Intersection Lighting	N
	03-310-000-0000-6254		41.07	TRAFFIC LIGHT CSAH 2 & 22	907500	Intersection Lighting	N
	03-310-000-0000-6254		46.77	TRAFFIC LIGHT CSAH 115 & 25W	907600	Intersection Lighting	N
	03-310-000-0000-6254		41.07	TRAFFIC LIGHT CSAH 115 & 25E	907700	Intersection Lighting	N
	03-310-000-0000-6254		46.51	TRAFFIC LIGHT CSAH 25 & 62	907800	Intersection Lighting	N
	03-310-000-0000-6254		46.90	TRAFFIC LIGHT CSAH 4 & 11	907900	Intersection Lighting	N
	03-310-000-0000-6254		47.03	TRAFFIC LIGHT CSAH 12 & 19	908000	Intersection Lighting	N
	03-310-000-0000-6254		46.51	TRAFFIC LIGHT CSAH 115 & 14	908100	Intersection Lighting	N
	03-310-000-0000-6254		44.30	TRAFFIC LIGHT CSAH 5 & 2	908200	Intersection Lighting	N
	03-310-000-0000-6254		41.07	TRAFFIC LIGHT CSAH 5 & 31	908300	Intersection Lighting	N
	03-310-000-0000-6254		49.50	TRAFFIC LIGHT CSAH 4 & 79	908400	Intersection Lighting	N
	03-310-000-0000-6254		46.77	TRAFFIC LIGHT CSAH 7 & 79	908500	Intersection Lighting	N
	03-310-000-0000-6254		44.17	TRAFFIC LIGHT TH 22 & CR 11	908701	Intersection Lighting	N
	03-310-000-0000-6254		44.04	TRAFFIC LIGHT TH 15 & CR 32	917600	Intersection Lighting	N
	03-310-000-0000-6254		44.30	TRAFFIC LIGHT TH 15 & CR 3	917700	Intersection Lighting	N
	03-310-000-0000-6254		46.38	TRAFFIC LIGHT CSAH 2 & 80TH ST	931300	Intersection Lighting	N
213	MCLEOD COOP POWER ASSN		1,035.23	23 Transactions			
465	XCEL ENERGY						
	03-310-000-0000-6254		8.35	TRAFFIC LIGHT CSAH 1 & 3	51-0276939-7	Intersection Lighting	N
	03-310-000-0000-6254		10.97	TRAFFIC LIGHT CSAH 9 & 3	51-0276939-7	Intersection Lighting	N
	03-310-000-0000-6254		10.67	TRAFFIC LIGHT CSAH 1 & CR 56	51-0276939-7	Intersection Lighting	N
	03-310-000-0000-6254		10.51	TRAFFIC LIGHT CSAH 1 & 10	51-0276939-7	Intersection Lighting	N

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Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
	03-310-000-0000-6254		44.08	TRAFFIC LIGHT TH 7 & CSAH 9	51-9068278-5	Intersection Lighting	N
	03-310-000-0000-6254		54.35	TRAFFIC LIGHT TH 7 & CSAH 2	51-9068278-5	Intersection Lighting	N
	03-310-000-0000-6254		16.23	TRAFFIC LIGHT 7 & CSAH 1	510011130880-3	Intersection Lighting	N
	03-310-000-0000-6254		24.78	TRAFFIC LIGHT 7 & CSAH 15	510013755276-7	Intersection Lighting	N
465	XCEL ENERGY		179.94	8 Transactions			
310	DEPT Total:		1,270.25	Highway Maintenance	3 Vendors	33 Transactions	
320	DEPT			Highway Construction			
8236	CROELL INC						
	03-320-000-0000-6641		845,008.75	PAY #1 SAP 43-601-012/601-011	001111/00112	State Aid - Regular Construction	N
	03-320-000-0000-6648		1,177,334.26	PAY #1 SAP 43-601-012/601-011	001111/00112	Federal Aid Road Construction Projects	N
8236	CROELL INC		2,022,343.01	2 Transactions			
554	ERICKSON ENGINEERING COMPANY						
	03-320-000-0000-6265		516.00	PRELIM ENG- BRIDGE 43515 REHAB	14867	Professional Services	N
	03-320-000-0000-6265		1,137.35	PRELIM ENG- ACOMA BRIDGE L9240	14870	Professional Services	N
	03-320-000-0000-6265		90.00	PRELIM ENG- BRIDGE 43505 REPLA	14912	Professional Services	N
554	ERICKSON ENGINEERING COMPANY		1,743.35	3 Transactions			
2825	MENARDS HUTCHINSON						
	03-320-000-0000-6501		9.00	INV# 32674 - ENG SUPPLIES	ACCT#31550277	Engineering & Surveying Supplies	N
2825	MENARDS HUTCHINSON		9.00	1 Transactions			
320	DEPT Total:		2,024,095.36	Highway Construction	3 Vendors	6 Transactions	
330	DEPT			Highway Administration			
6412	VERIZON WIRELESS						
	03-330-000-0000-6203		61.03	CELL PHONE USE	98374485200001	Communications	N
				06/03/2022	07/02/2022		
6412	VERIZON WIRELESS		61.03	1 Transactions			
330	DEPT Total:		61.03	Highway Administration	1 Vendors	1 Transactions	
340	DEPT			Highway Equipment Maintenance			
539	CENTERPOINT ENERGY INC						
	03-340-000-0000-6255		193.58	GAS- GLENCOE SHOP	5987115-2	Natural Gas	N
				05/02/2022	06/01/2022		

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
539	CENTERPOINT ENERGY INC		193.58				
				1 Transactions			
134	CITY OF HUTCHINSON						
	03-340-000-0000-6455		3,436.14	MAY UNLEADED	0000045471	Motor Fuels & Lubrication	N
	03-340-000-0000-6567		4,085.82	MAY DIESEL	0000045471	Diesel Fuel & Tax	N
	03-340-000-0000-6303		274.00	CVI TRAINING- ERIC & JOE	0000045477	Repair & Maintenance Services	N
	03-340-000-0000-6425		663.94	MAY SHOP SUPPLIES	0000045477	Repair & Maintenance Supplies	N
	03-340-000-0000-6590		33.21	GLENCOE SHOP SUPPLIES	0000045477	Tools & Shop Materials	N
	03-340-000-0000-6590		30.59	HATS SHOP SUPPLIES	0000045477	Tools & Shop Materials	N
	03-340-000-0000-6590		15.03	SLATS SHOP SUPPLIES	0000045477	Tools & Shop Materials	N
	03-340-000-0000-6590		69.97	BROWNTON SHOP SUPPLIES	0000045477	Tools & Shop Materials	N
134	CITY OF HUTCHINSON		8,608.70				
				8 Transactions			
32875	HUTCHINSON UTILITIES COMMISSION						
	03-340-000-0000-6253		84.92	ELECTRIC TEMP STORAGE	31021-045101	Electricity	N
				05/01/2022 06/01/2022			
	03-340-000-0000-6255		92.59	GAS TEMP STORAGE	31021-045101	Natural Gas	N
				05/01/2022 06/01/2022			
32875	HUTCHINSON UTILITIES COMMISSION		177.51				
				2 Transactions			
2825	MENARDS HUTCHINSON						
	03-340-000-0000-6590		5.78	INV# 34013 - MECH SHOP SUPPLIE	ACCT#31550277	Tools & Shop Materials	N
2825	MENARDS HUTCHINSON		5.78				
				1 Transactions			
881	MIDWEST MACHINERY CO						
	03-340-000-0000-6425		160.38	PARTS	9115986	Repair & Maintenance Supplies	N
881	MIDWEST MACHINERY CO		160.38				
				1 Transactions			
432	SAMS TIRE SERVICE						
	03-340-000-0000-6563		1,900.00	TIRES	184476	Tires, Tubes & Batteries	N
432	SAMS TIRE SERVICE		1,900.00				
				1 Transactions			
6412	VERIZON WIRELESS						
	03-340-000-0000-6203		70.14	SLATS & HWY SHOP	98374485200001	Communications	N
				06/03/2022 07/02/2022			
6412	VERIZON WIRELESS		70.14				
				1 Transactions			
4147	WEST CENTRAL SANITATION INC						
	03-340-000-0000-6257		34.12	GARBAGE- GLENCOE	12478018	Sewer, Water & Garbage Removal	N

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3 Road & Bridge Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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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
	03-340-000-0000-6257		34.12	05/01/2022 05/31/2022 GARBAGE- BROWNTON	12478019	Sewer, Water & Garbage Removal	N
	03-340-000-0000-6257		93.77	05/01/2022 05/31/2022 GARBAGE- SLATS	12478037	Sewer, Water & Garbage Removal	N
4147	WEST CENTRAL SANITATION INC		162.01		3 Transactions		
465	XCEL ENERGY						
	03-340-000-0000-6253		322.26	ELECTRIC- SLATS	510010122591-5	Electricity	N
465	XCEL ENERGY		322.26		1 Transactions		
340	DEPT Total:		11,600.36	Highway Equipment Maintenance	9 Vendors	19 Transactions	
3	Fund Total:		2,037,027.00	Road & Bridge Fund		59 Transactions	

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5 Solid Waste Fund

Audit List for Board AUDITOR'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
391	DEPT			Solid Waste Tip Fee			
3168	ECO TECH						
	05-391-000-0000-6259		465.60	BATTERY RECYCLING		Recycling	N
	05-391-000-0000-6259		894.23	E-WASTE RECYCLING		Recycling	N
	05-391-000-0000-6269		2,525.49	E-WASTE RECYCLING		Contracts	N
3168	ECO TECH		3,885.32	3 Transactions			
6217	FIRST STATE TIRE RECYCLING INC						
	05-391-000-0000-6269		150.00	TIRE TRAILER RENTAL 05/01/2022 05/31/2022	118980	Contracts	N
6217	FIRST STATE TIRE RECYCLING INC		150.00	1 Transactions			
136	HUTCHINSON CO-OP						
	05-391-000-0000-6350		47.44	FORKLIFT LP GAS	1773469	Other Services & Charges	N
136	HUTCHINSON CO-OP		47.44	1 Transactions			
681	SW INC						
	05-391-000-0000-6259		110.00	AP DISPOSAL	10618	Recycling	N
681	SW INC		110.00	1 Transactions			
4147	WEST CENTRAL SANITATION INC						
	05-391-000-0000-6259		11,946.84	OCC/RECYCLING 05/01/2022 05/31/2022	12477190	Recycling	N
	05-391-000-0000-6258		1,547.52	SCHOOL COLLECTION RECYCLING 05/01/2022 05/31/2022	12477989	School Recycling	N
	05-391-000-0000-6259		42,676.51	VALET SERVICES/COLLECTION 05/01/2022 05/31/2022	12477989	Recycling	N
	05-391-000-0000-6269		22,752.57	SINGLE SORT 501.71 T @ \$45.35 05/01/2022 05/31/2022	12480110	Contracts	N
	05-391-000-0000-6269		1,311.66	SOURCE SEPERATED 41.64 T @ \$31 05/01/2022 05/31/2022	12480110	Contracts	N
	05-391-000-0000-6269		10,408.76	SINGLE SORT 201.33 T @ \$51.70 05/01/2022 05/31/2022	12480110	Contracts	N
	05-391-000-0000-6269		1,316.57	SOURCE SEPARATED 38.44 T @ \$34 05/01/2022 05/31/2022	12480110	Contracts	N
4147	WEST CENTRAL SANITATION INC		91,960.43	7 Transactions			
391	DEPT Total:		96,153.19	Solid Waste Tip Fee	5 Vendors	13 Transactions	

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

5 Solid Waste Fund

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
5	Fund Total:		96,153.19	Solid Waste Fund		13 Transactions

***** McLeod County IFS *****



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11 Human Service Fund

Audit List for Board AUDITOR'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
420	DEPT			Income Maintenance			
1857	METRO SALES INC						
	11-420-600-0010-6321		118.20	RICOH IMC6000	INV2063454	Maintenance Agreements	N
	11-420-600-0010-6321		7.86	RICOH IM 430F COPIER	INV2063646	Maintenance Agreements	N
1857	METRO SALES INC		126.06	2 Transactions			
6412	VERIZON WIRELESS						
	11-420-600-0010-6203		656.33	CELL PHONE USE 06/03/2022 07/02/2022	58374345200001	Communications/Postage	N
6412	VERIZON WIRELESS		656.33	1 Transactions			
420	DEPT Total:		782.39	Income Maintenance	2 Vendors	3 Transactions	
430	DEPT			Individual & Family Social Services			
91	FRANKLIN PRINTING INC						
	11-430-700-0010-6402		56.45	100 FAMILY SAFETY PLAN	88638	Office Supplies	N
91	FRANKLIN PRINTING INC		56.45	1 Transactions			
1857	METRO SALES INC						
	11-430-700-0010-6321		275.77	RICOH IMC6000	INV2063454	Maintenance Agreements	N
	11-430-700-0010-6321		18.34	RICOH IM 430F COPIER	INV2063646	Maintenance Agreements	N
1857	METRO SALES INC		294.11	2 Transactions			
6412	VERIZON WIRELESS						
	11-430-700-0010-6203		1,531.42	CELL PHONE USE 06/03/2022 07/02/2022	58374345200001	Communications/Postage	N
6412	VERIZON WIRELESS		1,531.42	1 Transactions			
430	DEPT Total:		1,881.98	Individual & Family Social Services	3 Vendors	4 Transactions	
11	Fund Total:		2,664.37	Human Service Fund		7 Transactions	

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20 County Ditch Fund

Audit List for Board **AUDITOR'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
640	DEPT			County Ditch #29			
	8171 ED'S EXCAVATING						
	20-640-000-0000-6302		500.00	CD 29 MOBILIZATION	1034	Construction & Repairs	N
	20-640-000-0000-6302		6,802.00	CD 29 EXCAVATOR	1034	Construction & Repairs	N
	8171 ED'S EXCAVATING		7,302.00	2 Transactions			
640	DEPT Total:		7,302.00	County Ditch #29	1 Vendors	2 Transactions	
20	Fund Total:		7,302.00	County Ditch Fund		2 Transactions	

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21 SWCD Fund

Audit List for Board **AUDITOR'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
696	DEPT			SWCD			
253	LIGHT & POWER COMMISSION 21-696-000-0000-6253		27.12	ELECTRIC 04/30/2022 05/31/2022	11-829125-00	Electricity	N
	253 LIGHT & POWER COMMISSION		27.12	1 Transactions			
6872	RMB ENVIRONMENTAL LABORATORIES IN 21-696-000-0000-6265		271.00	WATER ANALYSIS	D030298	Professional Services	N
	6872 RMB ENVIRONMENTAL LABORATORIES IN		271.00	1 Transactions			
1673	SHOOTING STAR NATIVE SEEDS 21-696-000-0000-6350		4,463.00	MN CP42 PREMIUM POLLINATOR MIX	55527	Other Services & Charges	N
	1673 SHOOTING STAR NATIVE SEEDS		4,463.00	1 Transactions			
6412	VERIZON WIRELESS 21-696-000-0000-6203		25.02	M2M ACCOUNT SHARE 06/03/2022 07/02/2022	58374345200001	Communications	N
	6412 VERIZON WIRELESS		25.02	1 Transactions			
696	DEPT Total:		4,786.14	SWCD	4 Vendors	4 Transactions	
21	Fund Total:		4,786.14	SWCD Fund		4 Transactions	

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25 Special Revenue Fund

Audit List for Board **AUDITOR'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
102	DEPT			County Recorder Compliance Fund			
8078	TYLER TECHNOLOGIES INC 25-102-000-0000-6610		23,416.00	MAY 2022 IMPLEMENATION SVCS	070-107264	Capital - Over \$5,000 (Fixed Assets)	N
8078	TYLER TECHNOLOGIES INC		23,416.00	1 Transactions			
102	DEPT Total:		23,416.00	County Recorder Compliance Fund	1 Vendors	1 Transactions	
122	DEPT			Veteran Services - Grants			
137	HUTCHINSON LEADER 25-122-000-0000-6240		1,203.26	SHOPPER INSERTS	0522386296	Miscellaneous Advertising	N
137	HUTCHINSON LEADER		1,203.26	1 Transactions			
658	MCLEOD PUBLISHING INC 25-122-000-0000-6240		468.10	ADVERTISER INSERTS		Miscellaneous Advertising	N
658	MCLEOD PUBLISHING INC		468.10	1 Transactions			
122	DEPT Total:		1,671.36	Veteran Services - Grants	2 Vendors	2 Transactions	
220	DEPT			Boat & Water Safety - Grant			
5967	GLENCOE FLEET SUPPLY INC 25-220-000-0000-6350		2.58	KEY COPY	60180	Other Services & Charges	N
	25-220-000-0000-6425		137.44	SPRING LINK/STRAIGHT CHAIN	60181	Repair & Maintenance Supplies	N
5967	GLENCOE FLEET SUPPLY INC		140.02	2 Transactions			
220	DEPT Total:		140.02	Boat & Water Safety - Grant	1 Vendors	2 Transactions	
252	DEPT			Jail Canteen Account			
3510	BOB BARKER COMPANY INC 25-252-000-0000-6460		248.28	BOXERS/FITTED SHEETS	INV1762495	Jail Supplies	N
	25-252-000-0000-6460		58.69	SPORTS BRAS	INV1770427	Jail Supplies	N
3510	BOB BARKER COMPANY INC		306.97	2 Transactions			
252	DEPT Total:		306.97	Jail Canteen Account	1 Vendors	2 Transactions	
255	DEPT			County Court Services			
977	MIDWEST MONITORING & SURVEILLANCE 25-255-000-0000-6350		725.31	LAB FEES	DT0522108	Other Services & Charges	N

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25 Special Revenue Fund

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

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
			05/01/2022	05/31/2022		
977	MIDWEST MONITORING & SURVEILLANCE		725.31	1 Transactions		
255	DEPT Total:		725.31	County Court Services	1 Vendors	1 Transactions
807	DEPT			Designated for Capital Assets		
4718	UHL COMPANY					
	25-807-000-0000-6610		9,121.80	SAFE & SECURE INITIATIVE PROJE	68624	Capital - Over \$5,000 (Fixed Assets) N
4718	UHL COMPANY		9,121.80	1 Transactions		
807	DEPT Total:		9,121.80	Designated for Capital Assets	1 Vendors	1 Transactions
25	Fund Total:		35,381.46	Special Revenue Fund		9 Transactions

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86 Trust & Agency Fund

Audit List for Board AUDITOR'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
833	DEPT			Mortgage Registry Tax			
	1004 MINNESOTA DEPARTMENT OF REVENUE						
	86-833-000-0000-6850		51,804.67	MAY MTG REG		Collections for Other Agencies	N
	1004 MINNESOTA DEPARTMENT OF REVENUE		51,804.67		1 Transactions		
833	DEPT Total:		51,804.67	Mortgage Registry Tax	1 Vendors	1 Transactions	
834	DEPT			Deed Tax			
	1004 MINNESOTA DEPARTMENT OF REVENUE						
	86-834-000-0000-6850		88,990.15	MAY DEED TAX		Collections for Other Agencies	N
	1004 MINNESOTA DEPARTMENT OF REVENUE		88,990.15		1 Transactions		
834	DEPT Total:		88,990.15	Deed Tax	1 Vendors	1 Transactions	
920	DEPT			School District - Current			
	5845 SCHOOL DISTRICT OF BLH 2159						
	86-920-000-0000-6850		2,602.39	TAX TRANSMISSION& DISTRIBUTION		Collections for Other Agencies	N
	5845 SCHOOL DISTRICT OF BLH 2159		2,602.39		1 Transactions		
	494 SCHOOL DISTRICT OF GFW 2365						
	86-920-000-0000-6850		2,667.83	TAX TRANSMISSION& DISTRIBUTION		Collections for Other Agencies	N
	494 SCHOOL DISTRICT OF GFW 2365		2,667.83		1 Transactions		
	1576 SCHOOL DISTRICT OF GSL 2859						
	86-920-000-0000-6850		32,700.97	TAX TRANSMISSION& DISTRIBUTION		Collections for Other Agencies	N
	1576 SCHOOL DISTRICT OF GSL 2859		32,700.97		1 Transactions		
	492 SCHOOL DISTRICT OF HLWW 2687						
	86-920-000-0000-6850		5,904.49	TAX TRANSMISSION& DISTRIBUTION		Collections for Other Agencies	N
	492 SCHOOL DISTRICT OF HLWW 2687		5,904.49		1 Transactions		
	488 SCHOOL DISTRICT OF HUTCHINSON 0423						
	86-920-000-0000-6850		40,771.63	TAX TRANSMISSION& DISTRIBUTION		Collections for Other Agencies	N
	488 SCHOOL DISTRICT OF HUTCHINSON 0423		40,771.63		1 Transactions		
	489 SCHOOL DISTRICT OF LESTER PRAIRIE 04						
	86-920-000-0000-6850		7,403.06	TAX TRANSMISSION& DISTRIBUTION		Collections for Other Agencies	N

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86 Trust & Agency Fund

Audit List for Board **AUDITOR'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
489	SCHOOL DISTRICT OF LESTER PRAIRIE 0465		7,403.06		1 Transactions		
493	SCHOOL DISTRICT OF LITCHFIELD 0465						
	86-920-000-0000-6850		9.13	TAX TRANSMISSION& DISTRIBUTION		Collections for Other Agencies	N
493	SCHOOL DISTRICT OF LITCHFIELD 0465		9.13		1 Transactions		
920	DEPT Total:		92,059.50	School District - Current	7 Vendors	7 Transactions	
935	DEPT			Real Estate Assurance - Tax Forfeited			
	3411 COMMISSIONER OF FINANCE						
	86-935-000-0000-6850		213.00	REGISTERD LAND		Collections for Other Agencies	N
				05/01/2022 05/31/2022			
	3411 COMMISSIONER OF FINANCE		213.00		1 Transactions		
935	DEPT Total:		213.00	Real Estate Assurance - Tax Forfeited	1 Vendors	1 Transactions	
939	DEPT			State Surcharge 3%			
	3411 COMMISSIONER OF FINANCE						
	86-939-000-0000-6850		6,237.00	REGISTRARS FEES		Collections for Other Agencies	N
				05/01/2022 05/31/2022			
	3411 COMMISSIONER OF FINANCE		6,237.00		1 Transactions		
939	DEPT Total:		6,237.00	State Surcharge 3%	1 Vendors	1 Transactions	
940	DEPT			Vital Records Surcharge - Birth & Death			
	3411 COMMISSIONER OF FINANCE						
	86-940-000-0000-6850		1,152.00	BIRTH/DEATH SURCHARGE		Collections for Other Agencies	N
				05/01/2022 05/31/2022			
	3411 COMMISSIONER OF FINANCE		1,152.00		1 Transactions		
940	DEPT Total:		1,152.00	Vital Records Surcharge - Birth & Death	1 Vendors	1 Transactions	
950	DEPT			Birth Record Surcharge			
	3411 COMMISSIONER OF FINANCE						
	86-950-000-0000-6850		1,230.00	BIRTH RECORD SURCHARGE		Collections for Other Agencies	N
				05/01/2022 05/31/2022			

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
3411	COMMISSIONER OF FINANCE		1,230.00		1 Transactions		
950	DEPT Total:		1,230.00	Birth Record Surcharge	1 Vendors	1 Transactions	
952	DEPT			Children's Trust Fund Surcharge - Birth			
3411	COMMISSIONER OF FINANCE						
	86-952-000-0000-6850		263.00	CHILDREN SURCHARGE		Collections for Other Agencies	N
				05/01/2022 05/31/2022			
3411	COMMISSIONER OF FINANCE		263.00		1 Transactions		
952	DEPT Total:		263.00	Children's Trust Fund Surcharge - Birth	1 Vendors	1 Transactions	
954	DEPT			Marriage License			
3411	COMMISSIONER OF FINANCE						
	86-954-000-0000-6850		110.00	MARR LIC/HEALTHY MARR		Collections for Other Agencies	N
				05/01/2022 05/31/2022			
	86-954-000-0000-6850		55.00	MARR LIC/COUPLES ON BRINK		Collections for Other Agencies	N
				05/01/2022 05/31/2022			
	86-954-000-0000-6850		66.00	MARR LIC SUPRVD VISIT		Collections for Other Agencies	N
				05/01/2022 05/31/2022			
	86-954-000-0000-6850		44.00	MARR LIC/MN ENABLE		Collections for Other Agencies	N
				05/01/2022 05/31/2022			
	86-954-000-0000-6850		275.00	MARR LIC/DISPL HOME REG		Collections for Other Agencies	N
				05/01/2022 05/31/2022			
	86-954-000-0000-6850		605.00	MARR LIC SURCHARGE		Collections for Other Agencies	N
				05/01/2022 05/31/2022			
3411	COMMISSIONER OF FINANCE		1,155.00		6 Transactions		
954	DEPT Total:		1,155.00	Marriage License	1 Vendors	6 Transactions	
956	DEPT			Sales Tax			
651	COMMISSIONER OF REVENUE						
	86-956-000-0000-6850		1,031.00	SALES TAX (15,000)		Collections for Other Agencies	N
				05/01/2022 05/31/2022			
651	COMMISSIONER OF REVENUE		1,031.00		1 Transactions		
956	DEPT Total:		1,031.00	Sales Tax	1 Vendors	1 Transactions	

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86 Trust & Agency Fund

Audit List for Board AUDITOR'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
959	DEPT 651 COMMISSIONER OF REVENUE 86-959-000-0000-6850			LOCAL OPTION SALES TAX			
			75.00	LOCAL OPTIONS SALES TAX (15,00 05/01/2022 05/31/2022		Collections for Other Agencies	N
	651 COMMISSIONER OF REVENUE		75.00	1 Transactions			
959	DEPT Total:		75.00	LOCAL OPTION SALES TAX	1 Vendors	1 Transactions	
965	DEPT 134 CITY OF HUTCHINSON 86-965-000-0000-6850			Hutchinson City Lodging Tax 3%			
			12.24	MAY LODGING TAX		Collections for Other Agencies	N
	134 CITY OF HUTCHINSON		12.24	1 Transactions			
965	DEPT Total:		12.24	Hutchinson City Lodging Tax 3%	1 Vendors	1 Transactions	
966	DEPT 651 COMMISSIONER OF REVENUE 86-966-000-0000-6850			Hutchinson City Sales Tax			
			28.00	HUTCHINSON TAX (5,600) 05/01/2022 05/31/2022		Collections for Other Agencies	N
	651 COMMISSIONER OF REVENUE		28.00	1 Transactions			
966	DEPT Total:		28.00	Hutchinson City Sales Tax	1 Vendors	1 Transactions	
975	DEPT 509 MINNESOTA DNR 86-975-000-0000-6850			DNR Clearing Account			
			1,470.30	DNR		Collections for Other Agencies	N
				06/01/2022 06/06/2022			
	509 MINNESOTA DNR		1,470.30	1 Transactions			
975	DEPT Total:		1,470.30	DNR Clearing Account	1 Vendors	1 Transactions	
976	DEPT 509 MINNESOTA DNR 86-976-000-0000-6850			Game & Fish Clearing Account			
			117.00	GAME & FISH		Collections for Other Agencies	N
				06/01/2022 06/06/2022			
	509 MINNESOTA DNR		117.00	1 Transactions			

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

86 Trust & Agency Fund

<u>Vendor</u>	<u>Name</u>	<u>Rpt</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>	
976	DEPT Total:		117.00	Game & Fish Clearing Account	1 Vendors	1 Transactions
86	Fund Total:		245,837.86	Trust & Agency Fund		26 Transactions

***** McLeod County IFS *****



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87 Tax & Penalty Fund

Audit List for Board AUDITOR'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
982	DEPT			Miscellaneous Tax Collections			
32	CITY OF BROWNTON 87-982-000-0000-6850		1,519.25	2022 1ST HALF HRA SETTLEMENT		Collections for Other Agencies	N
32	CITY OF BROWNTON		1,519.25	1 Transactions			
4917	CITY OF GLENCOE 87-982-000-0000-6850		3,909.51	2022 1ST HALF HRA SETTLEMENT		Collections for Other Agencies	N
4917	CITY OF GLENCOE		3,909.51	1 Transactions			
134	CITY OF HUTCHINSON 87-982-000-0000-6850		11,611.29	2022 1ST HALF HRA SETTLEMENT		Collections for Other Agencies	N
134	CITY OF HUTCHINSON		11,611.29	1 Transactions			
10359	CITY OF LESTER PRAIRIE 87-982-000-0000-6850		741.62	2022 1ST HALF HRA SETTLEMENT		Collections for Other Agencies	N
10359	CITY OF LESTER PRAIRIE		741.62	1 Transactions			
315	CITY OF SILVER LAKE 87-982-000-0000-6850		465.21	2022 1ST HALF HRA SETTLEMENT		Collections for Other Agencies	N
315	CITY OF SILVER LAKE		465.21	1 Transactions			
324	CITY OF STEWART 87-982-000-0000-6850		948.88	2022 1ST HALF HRA SETTLEMENT		Collections for Other Agencies	N
324	CITY OF STEWART		948.88	1 Transactions			
5845	SCHOOL DISTRICT OF BLH 2159 87-982-000-0000-6850		28.26	2022 1ST HALF HRA SETTLEMENT		Collections for Other Agencies	N
	87-982-000-0000-6850		52.92	2022 US IN LIEU OF TAX	2022 US LT	Collections for Other Agencies	N
5845	SCHOOL DISTRICT OF BLH 2159		81.18	2 Transactions			
1576	SCHOOL DISTRICT OF GSL 2859 87-982-000-0000-6850		1,081.89	2022 1ST HALF HRA SETTLEMENT		Collections for Other Agencies	N
	87-982-000-0000-6850		1,530.31	2022 US IN LIEU OF TAX	2022 US LT	Collections for Other Agencies	N
1576	SCHOOL DISTRICT OF GSL 2859		2,612.20	2 Transactions			
488	SCHOOL DISTRICT OF HUTCHINSON 0423 87-982-000-0000-6850		5,899.16	2022 HHRA SETTLEMENT		Collections for Other Agencies	N
	87-982-000-0000-6850		923.19	2022 US IN LIEU OF TAX	2022 US LT	Collections for Other Agencies	N

***** McLeod County IFS *****



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87 Tax & Penalty Fund

Audit List for Board AUDITOR'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
488	SCHOOL DISTRICT OF HUTCHINSON	0423	6,822.35		2 Transactions		
489	SCHOOL DISTRICT OF LESTER PRAIRIE	0423					
	87-982-000-0000-6850		352.38	2022 1ST HALF HRA SETTLEMENT		Collections for Other Agencies	N
489	SCHOOL DISTRICT OF LESTER PRAIRIE	0423	352.38		1 Transactions		
476	TOWN OF COLLINS						
	87-982-000-0000-6850		226.91	2022 US IN LIEU OF TAX	2022 US LT	Collections for Other Agencies	N
476	TOWN OF COLLINS		226.91		1 Transactions		
497	TOWN OF HASSAN VALLEY						
	87-982-000-0000-6850		279.24	2022 US IN LIEU OF TAX	2022 US LT	Collections for Other Agencies	N
497	TOWN OF HASSAN VALLEY		279.24		1 Transactions		
479	TOWN OF HUTCHINSON						
	87-982-000-0000-6850		88.44	2022 US IN LIEU OF TAX	2022 US LT	Collections for Other Agencies	N
479	TOWN OF HUTCHINSON		88.44		1 Transactions		
480	TOWN OF LYNN						
	87-982-000-0000-6850		364.54	2022 US IN LIEU OF TAX	2022 US LT	Collections for Other Agencies	N
480	TOWN OF LYNN		364.54		1 Transactions		
481	TOWN OF PENN						
	87-982-000-0000-6850		342.24	2022 US IN LIEU OF TAX	2022 US LT	Collections for Other Agencies	N
481	TOWN OF PENN		342.24		1 Transactions		
482	TOWN OF RICH VALLEY						
	87-982-000-0000-6850		57.22	2022 US IN LIEU OF TAX	2022 US LT	Collections for Other Agencies	N
482	TOWN OF RICH VALLEY		57.22		1 Transactions		
484	TOWN OF SUMTER						
	87-982-000-0000-6850		162.04	2022 US IN LIEU OF TAX	2022 US LT	Collections for Other Agencies	N
484	TOWN OF SUMTER		162.04		1 Transactions		
982	DEPT Total:		30,584.50	Miscellaneous Tax Collections	17 Vendors	20 Transactions	
87	Fund Total:		30,584.50	Tax & Penalty Fund		20 Transactions	

***** McLeod County IFS *****



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87 Tax & Penalty Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
Final Total:		2,531,148.82	149 Vendors	292 Transactions	

***** **McLeod County IFS** *****



Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>
	1	71,412.30	General Revenue Fund
	3	2,037,027.00	Road & Bridge Fund
	5	96,153.19	Solid Waste Fund
	11	2,664.37	Human Service Fund
	20	7,302.00	County Ditch Fund
	21	4,786.14	SWCD Fund
	25	35,381.46	Special Revenue Fund
	86	245,837.86	Trust & Agency Fund
	87	30,584.50	Tax & Penalty Fund
All Funds		2,531,148.82	Total

Approved by,

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***** **McLeod County IFS** *****



Audit List for Board

AUDITOR'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

***** **McLeod County IFS** *****



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

1 General Revenue 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
0	DEPT			...			
7523	GIS BENEFITS						
90	01-000-000-0000-2041		2,072.58	JULY 2022	16421AG2022	Short Term Disability Payable	N
91	01-000-000-0000-2044		674.34	JULY 2022	16421AG2022	Vision Insurance Payable	N
92	01-000-000-0000-2049		4,598.90	JULY 2022	16421AG2022	Life Insurance Payable	N
93	01-000-000-0000-2050		1,529.36	JULY 2022	16421AG2022	Long Term Disability Payable	N
94	01-000-000-0000-2051		6,906.33	JULY 2022	16421AG2022	Dental Insurance Payable	N
95	01-000-000-0000-2053		21.40	JULY 2022	16421AG2022	Cobra Life Insurance Payable	N
96	01-000-000-0000-2054		147.88	JULY 2022	16421AG2022	Cobra Dental Insurance Payable	N
7523	GIS BENEFITS		15,950.79		7 Transactions		
3754	MCLEOD SIBLEY HEALTH INSURANCE						
158	01-000-000-0000-2045		110,406.59	JULY MEDICAL PREMIUM 07/01/2022 07/31/2022		Health Insurance Payable	N
157	01-000-000-0000-2052		9,431.46	JULY MEDICAL PREMIUM 07/01/2022 07/31/2022		Cobra Health Insurance Payable	N
3754	MCLEOD SIBLEY HEALTH INSURANCE		119,838.05		2 Transactions		
0	DEPT Total:		135,788.84	...	2 Vendors	9 Transactions	
13	DEPT			Court Administrator			
7959	JLT LAW & MEDIATION						
224	01-013-000-0000-6272		120.00	COURT APPT-JV-21-151	2005648	Court Appt Atty - Dep/Neg/Ter	Y
223	01-013-000-0000-6272		1,830.00	COURT APPT-JV-21-115	2005649	Court Appt Atty - Dep/Neg/Ter	Y
7959	JLT LAW & MEDIATION		1,950.00		2 Transactions		
4583	JONES LAW OFFICE						
225	01-013-000-0000-6273		130.00	COURT APPT-D.B. PR-89-13772	1979972	Court Appt Atty - Other	Y
226	01-013-000-0000-6273		50.00	COURT APPT-J.D. PR-10-1934	1979973	Court Appt Atty - Other	Y
227	01-013-000-0000-6273		465.00	COURT APPT-M.M. PR-11-2016	1979974	Court Appt Atty - Other	Y
228	01-013-000-0000-6273		50.00	COURT APPT -M.M. P1-95-0002	1979975	Court Appt Atty - Other	Y
229	01-013-000-0000-6273		255.00	COURT APPT-C.M. P5-03-986	1979976	Court Appt Atty - Other	Y
230	01-013-000-0000-6273		625.00	COURT APPT-S.R. P4-06-136	1979977	Court Appt Atty - Other	Y
4583	JONES LAW OFFICE		1,575.00		6 Transactions		
9003	KRAFT WALSER HETTIG & HONSEY PLLP						
33	01-013-000-0000-6273		25.00	COURT APPT T GIVENS PR-22-415	99507	Court Appt Atty - Other	Y
9003	KRAFT WALSER HETTIG & HONSEY PLLP		25.00		1 Transactions		

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 General Revenue 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
2975	MAYER LAW OFFICE LLC						
231	01-013-000-0000-6272		150.00	COURT APPT-JV-17-203		Court Appt Atty - Dep/Neg/Ter	Y
232	01-013-000-0000-6272		480.00	COURT APPT-JV-21-213		Court Appt Atty - Dep/Neg/Ter	Y
233	01-013-000-0000-6272		1,230.00	COURT APPT-JV-21-124		Court Appt Atty - Dep/Neg/Ter	Y
234	01-013-000-0000-6272		170.00	COURT APPT-JV-22-82		Court Appt Atty - Dep/Neg/Ter	Y
235	01-013-000-0000-6272		240.00	COURT APPT-JV-21-85		Court Appt Atty - Dep/Neg/Ter	Y
236	01-013-000-0000-6272		390.00	COURT APPT-JV-22-80		Court Appt Atty - Dep/Neg/Ter	Y
237	01-013-000-0000-6272		140.00	COURT APPT-JV-21-44		Court Appt Atty - Dep/Neg/Ter	Y
2975	MAYER LAW OFFICE LLC		2,800.00	7 Transactions			
13	DEPT Total:		6,350.00	Court Administrator	4 Vendors	16 Transactions	
31	DEPT			County Administrator			
10326	AMAZON						
2	01-031-000-0000-6402		23.96	BLUE LIGHT BLOCKING GLASSES	678495435355	Office Supplies	N
10326	AMAZON		23.96	1 Transactions			
31	DEPT Total:		23.96	County Administrator	1 Vendors	1 Transactions	
65	DEPT			Information Technology			
8243	CONVERGEONE INC						
214	01-065-000-0000-6610		57,492.55	NETWORK SWITCHES	IE537734	Capital - Over \$5,000 (Fixed Asset)	N
8243	CONVERGEONE INC		57,492.55	1 Transactions			
5783	DATASPAN INC						
215	01-065-000-0000-6404		1,326.40	HP LTO8 TAPES/LABELS	42545409	Computer Supplies	N
5783	DATASPAN INC		1,326.40	1 Transactions			
7783	GRAPHICAL NETWORKS LLC						
29	01-065-000-0000-6321		834.00	NETTERRAIN MAINT	2368	Maintenance Agreements	N
7783	GRAPHICAL NETWORKS LLC		834.00	1 Transactions			
9820	MINNESOTA COUNTIES COMPUTER COOP						
44	01-065-000-0000-6245		90.00	2022 MCCC CONFERENCE-MT	2206039	Dues & Registration Fees	N
9820	MINNESOTA COUNTIES COMPUTER COOP		90.00	1 Transactions			
8094	MINNESOTA SECURITY CONSORTIUM						
46	01-065-000-0000-6269		3,000.00	VCISO SERVICES	1108	Contracts	N

***** McLeod County IFS *****



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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 General Revenue Fund

Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
8094	MINNESOTA SECURITY CONSORTIUM		3,000.00		1 Transactions		
45	984 MN OFFICE OF ENTERPRISE TECHNOLOG						
	01-065-000-0000-6321		1,750.55	MN.IT COLLAB & HATS	DV22050364	Maintenance Agreements	N
				05/01/2022 05/31/2022			
	984 MN OFFICE OF ENTERPRISE TECHNOLOG		1,750.55		1 Transactions		
172	3770 NOW MIRCO INC						
	01-065-000-0000-6404		250.00	5 LENOVO AC ADAPTERS	IV530592	Computer Supplies	N
	3770 NOW MIRCO INC		250.00		1 Transactions		
206	150 VERIZON WIRELESS						
	01-065-000-0000-6321		2,693.03	NETMOTION LICENSES	9907918427	Maintenance Agreements	N
	150 VERIZON WIRELESS		2,693.03		1 Transactions		
213	2348 XIGENT SOLUTIONS, LLC						
	01-065-000-0000-6404		317.24	M.2 RAID CONTROLLERS	83593	Computer Supplies	N
	2348 XIGENT SOLUTIONS, LLC		317.24		1 Transactions		
65	DEPT Total:		67,753.77	Information Technology	9 Vendors	9 Transactions	
76	DEPT			Central Services - County Wide			
	10326 AMAZON						
20	01-076-000-0000-6402		26.95	PRINTABLE BUSINESS CARDS	455794793685	Office Supplies	N
8	01-076-000-0000-6303		18.98	MINI-REFLECTOR FLOODLOGHT	777669868397	Repair & Maintenance Services	N
	10326 AMAZON		45.93		2 Transactions		
31	6009 INNOVATIVE OFFICE SOLUTIONS LLC						
	01-076-000-0000-6402		834.20	OFFICE SUPPLIES-ENVELOPES	IN3823692	Office Supplies	N
	6009 INNOVATIVE OFFICE SOLUTIONS LLC		834.20		1 Transactions		
40	1857 METRO SALES INC						
	01-076-000-0000-6321		407.21	COPIER MAINT MPC5501-SHERIFF	INV2063967	Maintenance Agreements	N
41	01-076-000-0000-6321		90.66	COPIER AMINT MPC4504EX-ADMIN	INV2067246	Maintenance Agreements	N
	1857 METRO SALES INC		497.87		2 Transactions		
184	7773 QUADIENT FINANCE USA INC						
	01-076-000-0000-6205		5,010.00	POSTAGE7900 0443 5566 6748		Postage & Postal Box Rental	N

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

1 General Revenue Fund

Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
7773	QUADIENT FINANCE USA INC		5,010.00		1 Transactions		
76	DEPT Total:		6,388.00	Central Services - County Wide	4 Vendors	6 Transactions	
91	DEPT			County Attorney			
8098	CIOX HEALTH						
27	01-091-000-0000-6359		86.52	MEDICAL RECORDS	0376247686	Miscellaneous Charges	N
8098	CIOX HEALTH		86.52		1 Transactions		
8232	MAGNER/COREY						
34	01-091-000-0000-6280		20.00	WITNESS FEE		Witness Fees	N
35	01-091-000-0000-6280		15.68	WITNESS MILEAGE		Witness Fees	N
8232	MAGNER/COREY		35.68		2 Transactions		
205	MARCO TECHNOLOGIES LLC						
36	01-091-000-0000-6321		91.00	PRINT CONTRACT	INV10051133	Maintenance Agreements	N
				06/15/2022	07/14/2022		
205	MARCO TECHNOLOGIES LLC		91.00		1 Transactions		
658	MCLEOD PUBLISHING INC						
39	01-091-000-0000-6241		40.95	AD RE GALE AND GRIMES CHIPS		Printing & Publishing	N
658	MCLEOD PUBLISHING INC		40.95		1 Transactions		
1404	PINE COUNTY SHERIFF'S OFFICE						
180	01-091-000-0000-6350		85.00	SVC OF DOC	IN202200816	Other Services & Charges	N
1404	PINE COUNTY SHERIFF'S OFFICE		85.00		1 Transactions		
60963	SEVEN COUNTY PROCESS SERVERS LLC						
191	01-091-000-0000-6350		35.00	SVC OF DOC	20220670	Other Services & Charges	Y
192	01-091-000-0000-6350		77.00	SVC OF DOC	20220682	Other Services & Charges	Y
60963	SEVEN COUNTY PROCESS SERVERS LLC		112.00		2 Transactions		
358	THOMPSON REUTERS WEST						
200	01-091-000-0000-6203		1,123.58	WESTLAW	846439293	Communications	N
201	01-091-000-0000-6450		464.68	BOOKS PAMPHLETS CDS	846527479	Subscriptions	N
358	THOMPSON REUTERS WEST		1,588.26		2 Transactions		

***** McLeod County IFS *****



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1 General Revenue Fund

Audit List for Board **AUDITOR'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
91	DEPT Total:		2,039.41	County Attorney	7 Vendors	10 Transactions	
111	DEPT 10326 AMAZON			Courthouse Building			
4	01-111-000-0000-6425		168.60	U-SHAPE BULBS	435853455387	Repair & Maintenance Supplies	N
12	01-111-000-0000-6425		284.82	F32T8 BULBS	457767594853	Repair & Maintenance Supplies	N
17	01-111-000-0000-6425		82.51	CORK BOARD	465463975747	Repair & Maintenance Supplies	N
14	01-111-000-0000-6425		73.87	CORK BOARD	466535793496	Repair & Maintenance Supplies	N
13	01-111-000-0000-6425		24.57	PICK PROOF ADHESIVE	499446534758	Repair & Maintenance Supplies	N
15	01-111-000-0000-6425		39.44	MASONRY BITS/DOOR STOPS	585974955977	Repair & Maintenance Supplies	N
5	01-111-000-0000-6425		69.99	18" T8 BULBS	598557399763	Repair & Maintenance Supplies	N
22	01-111-000-0000-6425		95.59	FILTERS FOR DANS AHU	755757449385	Repair & Maintenance Supplies	N
19	01-111-000-0000-6303		30.99	GE CFL LIGHT BULBS	759886974968	Repair & Maintenance Services	N
16	01-111-000-0000-6425		78.06	CORK BOARD/PINS	773383554894	Repair & Maintenance Supplies	N
18	01-111-000-0000-6425		79.86	CORK BOARD	775779699885	Repair & Maintenance Supplies	N
6	01-111-000-0000-6425		20.94	D BATTERIES	876788675984	Repair & Maintenance Supplies	N
9	01-111-000-0000-6425		15.83	REPLACEMENT BATTERY	965387965634	Repair & Maintenance Supplies	N
	10326 AMAZON		1,065.07		13 Transactions		
	869 HILLYARD HUTCHINSON						
30	01-111-000-0000-6415		50.82	LINER/CLEANER/MOP	700508584	Cleaning Supplies	N
	869 HILLYARD HUTCHINSON		50.82		1 Transactions		
	1551 HONEYWELL INTERNATIONAL INC						
133	01-111-000-0000-6303		613.99	SERVICE CALL - OFFLINE PANEL	5260399810	Repair & Maintenance Services	N
	1551 HONEYWELL INTERNATIONAL INC		613.99		1 Transactions		
	4427 NEUBARTH LAWN CARE & LANDSCAPING						
47	01-111-000-0000-6303		265.00	PARCEL #4 FERTILIZER/WEED CONT	18450	Repair & Maintenance Services	Y
48	01-111-000-0000-6303		40.00	PARCEL #5 FERTILIZER/WEED CONT	18450	Repair & Maintenance Services	Y
52	01-111-000-0000-6303		425.00	PARCEL #4 DE-THATCH/DEBRIS	18451	Repair & Maintenance Services	Y
53	01-111-000-0000-6303		75.00	PARCEL #5 DE-THATCH/DEBRIS	18451	Repair & Maintenance Services	Y
57	01-111-000-0000-6303		375.00	PARCEL #4 MOW /TRIM	18452	Repair & Maintenance Services	Y
				05/01/2022 05/29/2022			
58	01-111-000-0000-6303		75.00	PARCEL #5 MOW /TRIM	18452	Repair & Maintenance Services	Y
				05/01/2022 05/29/2022			
63	01-111-000-0000-6303		569.00	MULCH	18454	Repair & Maintenance Services	Y
64	01-111-000-0000-6303		75.00	PARCEL #4 MOW/TRIM	18478	Repair & Maintenance Services	Y
				06/05/2022 06/05/2022			

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 General Revenue Fund

Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	1099
65		01-111-000-0000-6303			15.00	PARCEL #5 MOW/TRIM	06/05/2022 06/05/2022	18478		Repair & Maintenance Services	Y
	4427	NEUBARTH LAWN CARE & LANDSCAPING			1,914.00		9 Transactions				
179	2008	01-111-000-0000-6303			1,741.29	ELEVATOR MAINTENANCE		100400806597		Repair & Maintenance Services	N
	2008	OTIS ELEVATOR			1,741.29		1 Transactions				
189	1595	01-111-000-0000-6303			836.70	ROOF REPAIR - LEC		S510093320		Repair & Maintenance Services	N
	1595	SCHWICKERTS TECTA AMERICA			836.70		1 Transactions				
111	DEPT Total:				6,221.87	Courthouse Building		6 Vendors		26 Transactions	
113	DEPT					Government Center Building					
	10326	AMAZON									
10		01-113-000-0000-6415			25.98	MICROFIBER CLOTH		949876737838		Cleaning Supplies	N
21		01-113-000-0000-6303			67.88	FILTERS FOR RTU'S		993593735496		Repair & Maintenance Services	N
	10326	AMAZON			93.86		2 Transactions				
	4427	NEUBARTH LAWN CARE & LANDSCAPING									
49		01-113-000-0000-6303			175.00	PARCEL #6 FERTILIZER/WEED CONT		18450		Repair & Maintenance Services	Y
50		01-113-000-0000-6303			45.00	PARCEL #7 FERTILIZER/WEED CONT		18450		Repair & Maintenance Services	Y
51		01-113-000-0000-6303			100.00	PARCEL #9 FERTILIZER/WEED CONT		18450		Repair & Maintenance Services	Y
54		01-113-000-0000-6303			375.00	PARCEL #6 DE-THATCH/DEBRIS		18451		Repair & Maintenance Services	Y
55		01-113-000-0000-6303			120.00	PARCEL #7 DE-THATCH/DEBRIS		18451		Repair & Maintenance Services	Y
56		01-113-000-0000-6303			385.00	PARCEL #9 DE-THATCH/DEBRIS		18451		Repair & Maintenance Services	Y
59		01-113-000-0000-6303			325.00	PARCEL #6 MOW /TRIM	05/01/2022 05/29/2022	18452		Repair & Maintenance Services	Y
60		01-113-000-0000-6303			100.00	PARCEL #7 MOW /TRIM	05/01/2022 05/29/2022	18452		Repair & Maintenance Services	Y
61		01-113-000-0000-6303			225.00	PARCEL #9 MOW /TRIM	05/01/2022 05/29/2022	18452		Repair & Maintenance Services	Y
66		01-113-000-0000-6303			65.00	PARCEL #6 MOW/TRIM	06/05/2022 06/05/2022	18478		Repair & Maintenance Services	Y
67		01-113-000-0000-6303			20.00	PARCEL #7 MOW/TRIM	06/05/2022 06/05/2022	18478		Repair & Maintenance Services	Y
68		01-113-000-0000-6303			45.00	PARCEL #9 MOW/TRIM	06/05/2022 06/05/2022	18478		Repair & Maintenance Services	Y

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

1 General Revenue Fund

Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
4427	NEUBARTH LAWN CARE & LANDSCAPING		1,980.00		12 Transactions		
113	DEPT Total:		2,073.86	Government Center Building	2 Vendors	14 Transactions	
114	DEPT			Environmental Services Building			
134	CITY OF HUTCHINSON						
80	01-114-000-0000-6257		312.07	WATER SEWER-HHW/ES	3-085-650-2-00	Sewer, Water & Garbage Removal	N
81	01-114-000-0000-6257		26.85	WATER SEWER-MRF/ES	3-085-651-0-00	Sewer, Water & Garbage Removal	N
134	CITY OF HUTCHINSON		338.92		2 Transactions		
4427	NEUBARTH LAWN CARE & LANDSCAPING						
62	01-114-000-0000-6303		1,320.00	SPRING CLEAN UP/FERTILIZER	18453	Repair & Maintenance Services	Y
69	01-114-000-0000-6303		165.00	MOW/TRIM HHW	18479	Repair & Maintenance Services	Y
4427	NEUBARTH LAWN CARE & LANDSCAPING		1,485.00		2 Transactions		
1595	SCHWICKERTS TECTA AMERICA						
190	01-114-000-0000-6303		648.81	ROOF REPAIR-SOLID WASTE BLDG	S510093319	Repair & Maintenance Services	N
1595	SCHWICKERTS TECTA AMERICA		648.81		1 Transactions		
114	DEPT Total:		2,472.73	Environmental Services Building	3 Vendors	5 Transactions	
117	DEPT			Fairgrounds			
134	CITY OF HUTCHINSON						
78	01-117-000-0000-6257		545.33	WATER SEWER - COMMERCIAL BLDG	13008600400	Sewer, Water & Garbage Removal	N
77	01-117-000-0000-6257		80.62	WATER SEWER - AG BLDG	13008601200	Sewer, Water & Garbage Removal	N
76	01-117-000-0000-6257		44.37	WATER SEWER -4H BLDG	13008602000	Sewer, Water & Garbage Removal	N
134	CITY OF HUTCHINSON		670.32		3 Transactions		
3216	FARM RITE EQUIPMENT INC						
86	01-117-000-0000-6425		796.94	PARTS-TOOLCAT #7601	W22638	Repair & Maintenance Supplies	N
3216	FARM RITE EQUIPMENT INC		796.94		1 Transactions		
5771	NUVERA						
174	01-117-000-0000-6203		288.42	MAIN ALARM LINES-AG BLD 1173	163533	Communications	N
5771	NUVERA		288.42		1 Transactions		
743	PLUNKETTS PEST CONTROL INC						
181	01-117-000-0000-6303		151.90	GENERAL PEST CONTROL	7560553	Repair & Maintenance Services	N

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

1 General Revenue Fund

Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
182	01-117-000-0000-6303		25.98	GENERAL PEST CONTROL	7562411	Repair & Maintenance Services	N
	743 PLUNKETTS PEST CONTROL INC		177.88	2 Transactions			
208	01-117-000-0000-6257		604.42	GARBAGE REMOVAL-FAIRGROUNDS	12478020	Sewer, Water & Garbage Removal	N
	4147 WEST CENTRAL SANITATION INC		604.42	1 Transactions			
117	DEPT Total:		2,537.98	Fairgrounds	5 Vendors	8 Transactions	
121	DEPT			Veteran Services			
216	01-121-000-0000-6450		54.00	SUBSCRIPTION RENEWAL	2022/2023	Subscriptions	N
	1930 HERALD JOURNAL PUBLISHING INC		54.00	1 Transactions			
188	01-121-000-0000-6327		743.80	MAINTENANCE-HANDICAP VAN	185011	General Auto Maintenance	N
	432 SAMS TIRE SERVICE		743.80	1 Transactions			
121	DEPT Total:		797.80	Veteran Services	2 Vendors	2 Transactions	
201	DEPT			County Sheriff's Office			
79	01-201-000-0000-6457		235.79	ADDITIONAL LICENSE ACTIVE 911	45481	ERU Expensens	N
	134 CITY OF HUTCHINSON		235.79	1 Transactions			
88	01-201-000-0000-6265		650.00	PRE-EMPLOYMENT - DT	1184	Professional Services	N
	8072 FAUL PSYCHOLOGICAL		650.00	1 Transactions			
70	01-201-000-0000-6215		785.00	TRANSPORT DECEASED-SW		Transportation Expense for Autopsies	Y
	1953 JOHNSON MCBRIDE FUNERAL CHAPEL		785.00	1 Transactions			
148	01-201-204-0000-6402		121.00	PROPERTY TAGS - BLUE	216744	Investigations Office Supplies	N
	81 LAW ENFORCEMENT SYSTEMS INC		121.00	1 Transactions			

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1 General Revenue 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
149	253 LIGHT & POWER COMMISSION 01-201-000-0000-6253		176.12	ELECTRIC-BAXTER AVE 04/30/2022 05/31/2022	01-802120-03	Electricity	N
	253 LIGHT & POWER COMMISSION		176.12	1 Transactions			
175	2869 OCCUPATIONAL HEALTH CENTER OF MINI 01-201-000-0000-6265		425.00	PRE EMPLOYMENT PHYSICAL-DT	103584195	Professional Services	Y
	2869 OCCUPATIONAL HEALTH CENTER OF MINI		425.00	1 Transactions			
201	DEPT Total:		2,392.91	County Sheriff's Office	6 Vendors	6 Transactions	
251	DEPT			County Jail			
3	10326 AMAZON 01-251-000-0000-6425		52.60	PICK PROOF ADHESIVE	489643766688	Repair & Maintenance Supplies	N
	10326 AMAZON		52.60	1 Transactions			
197	3415 SUMMIT FIRE PROTECTION 01-251-000-0000-6303		1,275.00	WET SPRINKLER SYSTEM-ANNUAL	150016273	Repair & Maintenance Services	N
	3415 SUMMIT FIRE PROTECTION		1,275.00	1 Transactions			
198	3931 SUMMIT FOOD SERVICES LLC 01-251-000-0000-6420		13,962.41	MEALS & SUPPLIES - MAY	INV2000145080	Groceries & Supplies	N
	3931 SUMMIT FOOD SERVICES LLC		13,962.41	1 Transactions			
205	4718 UHL COMPANY 01-251-000-0000-6303		1,388.00	CAMERA REPLACEMENT	43531	Repair & Maintenance Services	N
	4718 UHL COMPANY		1,388.00	1 Transactions			
251	DEPT Total:		16,678.01	County Jail	4 Vendors	4 Transactions	
255	DEPT			County Court Services			
176	8564 ODP BUSINESS SOLUTIONS LLC 01-255-000-0000-6402		31.49	OFFICE SUPPLIES	2441049250016	Office Supplies	N
177	01-255-000-0000-6402		214.99	OFFICE SUPPLIES	2442878620014	Office Supplies	N
178	01-255-000-0000-6402		8.99	OFFICE SUPPLIES	2482188780017	Office Supplies	N
	8564 ODP BUSINESS SOLUTIONS LLC		255.47	3 Transactions			

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1 General Revenue Fund

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
255	DEPT Total:		255.47	County Court Services	1 Vendors	3 Transactions
485	DEPT		County Public Health Nursing			
	10326 AMAZON					
1	01-485-000-0000-6409		27.98	SPECIMAN CUPS	577549653564	Grant Funded Supplies N
	10326 AMAZON		27.98		1 Transactions	
	3817 CHILDREN'S DENTAL SERVICE					
72	01-485-000-0000-6350		50.00	DENTAL CLINIC 03/18/22		Other Services & Charges N
	3817 CHILDREN'S DENTAL SERVICE		50.00		1 Transactions	
485	DEPT Total:		77.98	County Public Health Nursing	2 Vendors	2 Transactions
501	DEPT		Culture & Recreation			
	622 AMERICAN LEGION POST 141					
25	01-501-000-0000-6875		300.00	MEMORIAL DAY ALLOWANCE 2022		Memorial Day Costs N
	622 AMERICAN LEGION POST 141		300.00		1 Transactions	
	177 AMERICAN LEGION POST 143					
24	01-501-000-0000-6875		300.00	MEMORIAL DAY ALLOWANCE 2022		Memorial Day Costs N
	177 AMERICAN LEGION POST 143		300.00		1 Transactions	
	685 AMERICAN LEGION POST 463					
23	01-501-000-0000-6875		300.00	MEMORIAL DAY ALLOWANCE 2022		Memorial Day Costs N
	685 AMERICAN LEGION POST 463		300.00		1 Transactions	
	5209 AMERICAN LEGION POST 95					
26	01-501-000-0000-6875		300.00	MEMORIAL DAY ALLOWANCE 2022		Memorial Day Costs N
	5209 AMERICAN LEGION POST 95		300.00		1 Transactions	
	1744 DISABLED AMERICAN VETERANS					
28	01-501-000-0000-6875		300.00	MEMORIAL DAY ALLOWANCE 2022		Memorial Day Costs N
	1744 DISABLED AMERICAN VETERANS		300.00		1 Transactions	
	2921 VFW POST 5102					
207	01-501-000-0000-6875		300.00	MEMORIAL DAY ALLOWANCE 2022		Memorial Day Costs G
	2921 VFW POST 5102		300.00		1 Transactions	

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1 General Revenue Fund

Audit List for Board AUDITOR'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
501	DEPT Total:		1,800.00	Culture & Recreation	6 Vendors	6 Transactions	
520	DEPT			County Parks			
	2733 AUSTIN INCORPORATED						
71	01-520-000-0000-6257		255.00	SEPTIC HOLDING TANK LM #5205	25518	Sewer, Water & Garbage	N
	2733 AUSTIN INCORPORATED		255.00		1 Transactions		
	8234 DRAHOS/ANDREW						
83	01-520-000-0000-6810		18.64	REFUND CAMPING	1900	Refunds & Reimbursements	N
	8234 DRAHOS/ANDREW		18.64		1 Transactions		
	8233 KEGLER/KATRINA						
145	01-520-000-0000-6810		46.60	REFUND CAMPING	1231	Refunds & Reimbursements	N
	8233 KEGLER/KATRINA		46.60		1 Transactions		
	213 MCLEOD COOP POWER ASSN						
151	01-520-000-0000-6253		776.21	525 POWER-#5A LM 5205	140900	Electricity	N
152	01-520-000-0000-6253		49.42	521 POWER-PARK #1 B LAKE CREEK	205200	Electricity	N
150	01-520-000-0000-6253		313.89	526 POWER HOUSE PP 5206	416900	Electricity	N
155	01-520-000-0000-6253		45.90	524 POWER-PARK #4 STAHL'S LAKE	424600	Electricity	N
154	01-520-000-0000-6253		49.71	523 POWER-PARK #3 WILLIAM MAY	483200	Electricity	N
153	01-520-000-0000-6253		45.80	522 POWER-PARK #2 SWAN LAKE	518000	Electricity	N
156	01-520-000-0000-6253		696.44	526 POWER-CAMPGROUND PP	572300	Electricity	N
	213 MCLEOD COOP POWER ASSN		1,977.37		7 Transactions		
	4117 MINI BIFF INC						
167	01-520-000-0000-6257		105.51	5205 LM ACCESS	A-131964	Sewer, Water & Garbage	N
169	01-520-000-0000-6257		105.51	5206 PP SEASONAL	A-131965	Sewer, Water & Garbage	N
168	01-520-000-0000-6257		105.51	5205 LM SEASONAL	A-131966	Sewer, Water & Garbage	N
	4117 MINI BIFF INC		316.53		3 Transactions		
	6640 UECKER/PAUL						
202	01-520-000-0000-6810		46.60	REFUND CAMPING	2219	Refunds & Reimbursements	N
	6640 UECKER/PAUL		46.60		1 Transactions		
	8235 WILSON/LYNN						
209	01-520-000-0000-6810		46.60	REFUND CAMPING	1985	Refunds & Reimbursements	N
	8235 WILSON/LYNN		46.60		1 Transactions		

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
520	DEPT Total:		2,707.34	County Parks	7 Vendors	15 Transactions
603	DEPT		County Extension			
576	FINKEN WATER CENTERS					
89	01-603-000-0000-6321		18.50	RENTAL EQUIP - JUNE 2022	1317595	Maintenance Agreements N
	576 FINKEN WATER CENTERS		18.50	1 Transactions		
6009	INNOVATIVE OFFICE SOLUTIONS LLC					
142	01-603-000-0000-6402		54.71	OFFICE SUPPLIES	IN3813172	Office Supplies N
141	01-603-000-0000-6402		137.11	OFFICE SUPPLIES	IN3813376	Office Supplies N
143	01-603-000-0000-6402		115.12	OFFICE SUPPLIES	IN3815270	Office Supplies N
140	01-603-000-0000-6402		80.52	OFFICE SUPPLIES	IN3818278	Office Supplies N
	6009 INNOVATIVE OFFICE SOLUTIONS LLC		387.46	4 Transactions		
603	DEPT Total:		405.96	County Extension	2 Vendors	5 Transactions
701	DEPT		McLeod County HRA			
11831	MCLEOD COUNTY HRA					
38	01-701-000-0000-6350		8,630.00	REIMBURSE 2021 AUDIT COST		Other Services & Charges N
	11831 MCLEOD COUNTY HRA		8,630.00	1 Transactions		
701	DEPT Total:		8,630.00	McLeod County HRA	1 Vendors	1 Transactions
1	Fund Total:		265,395.89	General Revenue Fund		148 Transactions

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3 Road & Bridge Fund

Audit List for Board AUDITOR'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
0	DEPT			...			
7523	GIS BENEFITS						
97	03-000-000-0000-2041		103.90	JULY 2022	16421AG2022	Short Term Disability Payable	N
98	03-000-000-0000-2044		95.38	JULY 2022	16421AG2022	Vision Insurance Payable	N
99	03-000-000-0000-2049		445.98	JULY 2022	16421AG2022	Life Insurance Payable	N
100	03-000-000-0000-2050		193.44	JULY 2022	16421AG2022	Long Term Disability Payable	N
101	03-000-000-0000-2051		431.71	JULY 2022	16421AG2022	Dental Insurance Payable	N
7523	GIS BENEFITS		1,270.41		5 Transactions		
3754	MCLEOD SIBLEY HEALTH INSURANCE						
159	03-000-000-0000-2045		15,986.34	JULY MEDICAL PREMIUM 07/01/2022 07/31/2022		Health Insurance Payable	N
3754	MCLEOD SIBLEY HEALTH INSURANCE		15,986.34		1 Transactions		
0	DEPT Total:		17,256.75	...	2 Vendors	6 Transactions	
310	DEPT			Highway Maintenance			
6369	CONSTRUCTION MATERIALS INC						
82	03-310-000-0000-6503		378.00	PAINT FOR SIGN REPAIR	242654	Traffic Signs & Post	N
6369	CONSTRUCTION MATERIALS INC		378.00		1 Transactions		
1803	FASTENAL COMPANY						
87	03-310-000-0000-6503		68.12	SIGN SHOP SUPPLIES	MNHUT170115	Traffic Signs & Post	N
1803	FASTENAL COMPANY		68.12		1 Transactions		
5090	NUTRIEN AG SOLUTIONS						
173	03-310-000-0000-6508		4,130.95	WEED SPRAY CHEMICALS	48570171	Weed Spray	N
5090	NUTRIEN AG SOLUTIONS		4,130.95		1 Transactions		
310	DEPT Total:		4,577.07	Highway Maintenance	3 Vendors	3 Transactions	
320	DEPT			Highway Construction			
5469	STONEBROOKE ENGINEERING INC						
195	03-320-000-0000-6265		6,263.50	PRELIM ENG:JOB 43507 43-598-17	904.4	Professional Services	N
196	03-320-000-0000-6265		25,950.45	PRELIM ENG RAB: JOB 11505	917.11	Professional Services	N
5469	STONEBROOKE ENGINEERING INC		32,213.95		2 Transactions		

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3 Road & Bridge Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
320	DEPT Total:		32,213.95	Highway Construction	1 Vendors	2 Transactions
330	DEPT			Highway Administration		
6263	PRECISE MRM LLC					
183	03-330-000-0000-6321		2,400.00	ANNUAL NETWORK ACCESS	IN200-1037402	Maintenance Agreements N
6263	PRECISE MRM LLC		2,400.00		1 Transactions	
330	DEPT Total:		2,400.00	Highway Administration	1 Vendors	1 Transactions
340	DEPT			Highway Equipment Maintenance		
32	CITY OF BROWNTON					
73	03-340-000-0000-6253		92.42	ELECTRIC	4440	Electricity N
75	03-340-000-0000-6255		73.22	NATURAL GAS	4440	Natural Gas N
74	03-340-000-0000-6257		81.67	WATER SEWER	4440	Sewer, Water & Garbage Removal N
32	CITY OF BROWNTON		247.31		3 Transactions	
340	DEPT Total:		247.31	Highway Equipment Maintenance	1 Vendors	3 Transactions
3	Fund Total:		56,695.08	Road & Bridge Fund		15 Transactions

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

5 Solid Waste 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
391	DEPT			Solid Waste Tip Fee			
	7523 GIS BENEFITS						
102	05-391-000-0000-2041		6.10	JULY 2022	16421AG2022	Short Term Disability Payable	N
103	05-391-000-0000-2044		5.20	JULY 2022	16421AG2022	Vision Insurance Payable	N
104	05-391-000-0000-2049		36.48	JULY 2022	16421AG2022	Life Insurance Payable	N
105	05-391-000-0000-2050		36.80	JULY 2022	16421AG2022	Long Term Disability Payable	N
106	05-391-000-0000-2051		74.36	JULY 2022	16421AG2022	Dental Insurance Payable	N
	7523 GIS BENEFITS		158.94	5 Transactions			
	3754 MCLEOD SIBLEY HEALTH INSURANCE						
160	05-391-000-0000-2045		1,841.30	JULY MEDICAL PREMIUM 07/01/2022 07/31/2022		Health Insurance Payable	N
	3754 MCLEOD SIBLEY HEALTH INSURANCE		1,841.30	1 Transactions			
	407 STANDARD PRINTING-N-MAILING						
193	05-391-000-0000-6241		750.33	CURBSIDE PICKUP-WINSTED W TWP	179417	Printing & Publishing	N
194	05-391-000-0000-6241		480.39	CURBSIDE PICKUP BROWNTON - PEN	179418	Printing & Publishing	N
	407 STANDARD PRINTING-N-MAILING		1,230.72	2 Transactions			
	681 SW INC						
199	05-391-000-0000-6259		520.00	AP DISPOSAL	10638	Recycling	N
	681 SW INC		520.00	1 Transactions			
391	DEPT Total:		3,750.96	Solid Waste Tip Fee	4 Vendors	9 Transactions	
5	Fund Total:		3,750.96	Solid Waste Fund		9 Transactions	

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11 Human Service Fund

Audit List for Board AUDITOR'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
420	DEPT			Income Maintenance			
	7523						
	GIS BENEFITS						
107	11-420-000-0000-2041		257.62	JULY 2022	16421AG2022	Short Term Disability Payable	N
108	11-420-000-0000-2044		95.92	JULY 2022	16421AG2022	Vision Insurance Payable	N
109	11-420-000-0000-2049		494.46	JULY 2022	16421AG2022	Life Insurance Payable	N
110	11-420-000-0000-2050		158.84	JULY 2022	16421AG2022	Long Term Disability Payable	N
111	11-420-000-0000-2051		919.44	JULY 2022	16421AG2022	Dental Insurance Payable	N
	7523 GIS BENEFITS		1,926.28	5 Transactions			
	3754						
	MCLEOD SIBLEY HEALTH INSURANCE						
161	11-420-000-0000-2045		18,184.60	JULY MEDICAL PREMIUM 07/01/2022 07/31/2022		Health Insurance Payable	N
	3754 MCLEOD SIBLEY HEALTH INSURANCE		18,184.60	1 Transactions			
	1857						
	METRO SALES INC						
42	11-420-640-0010-6321		22.34	RICOH MPC5503	INV2067425	Maintenance Agreements	N
	1857 METRO SALES INC		22.34	1 Transactions			
	12138						
	REDUCED RATE LONG DISTANCE LLC						
185	11-420-600-0010-6203		8.70	ACCT #3208643144	INV211145	Communications/Postage	N
	12138 REDUCED RATE LONG DISTANCE LLC		8.70	1 Transactions			
420	DEPT Total:		20,141.92	Income Maintenance	4 Vendors	8 Transactions	
430	DEPT			Individual & Family Social Services			
	10326						
	AMAZON						
7	11-430-763-6410-6078		22.90	ONE GALLON SHARPS CONTAINER	786565599458	CADI/CAC/BI - Adult Supplies & Equip	N
11	11-430-710-1670-6057		179.96	ACCU-CHECK GUIDE TEST STRIPS	847638479545	Parent Support Outreach Program	N
	10326 AMAZON		202.86	2 Transactions			
	7523						
	GIS BENEFITS						
112	11-430-000-0000-2041		1,100.06	JULY 2022	16421AG2022	Short Term Disability Payable	N
113	11-430-000-0000-2044		214.20	JULY 2022	16421AG2022	Vision Insurance Payable	N
114	11-430-000-0000-2049		1,332.37	JULY 2022	16421AG2022	Life Insurance Payable	N
115	11-430-000-0000-2050		681.53	JULY 2022	16421AG2022	Long Term Disability Payable	N
116	11-430-000-0000-2051		2,649.34	JULY 2022	16421AG2022	Dental Insurance Payable	N
	7523 GIS BENEFITS		5,977.50	5 Transactions			
	6009						
	INNOVATIVE OFFICE SOLUTIONS LLC						

***** McLeod County IFS *****



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6/24/2022 7:06:10AM
11 Human Service Fund

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

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
32	11-430-700-0010-6402		22.54	OFFICE SUPPLIES	IN3825067	Office Supplies N
144	11-430-700-0010-6402		10.83	OFFICE SUPPLIES	IN3830217	Office Supplies N
6009	INNOVATIVE OFFICE SOLUTIONS LLC		33.37	2 Transactions		
3754	MCLEOD SIBLEY HEALTH INSURANCE					
162	11-430-000-0000-2045		51,855.20	JULY MEDICAL PREMIUM		Health Insurance Payable N
				07/01/2022 07/31/2022		
3754	MCLEOD SIBLEY HEALTH INSURANCE		51,855.20	1 Transactions		
1857	METRO SALES INC					
43	11-430-700-0010-6321		52.11	RICOH MPC5503	INV2067425	Maintenance Agreements N
1857	METRO SALES INC		52.11	1 Transactions		
12138	REDUCED RATE LONG DISTANCE LLC					
185	11-430-700-0010-6203		20.29	ACCT #3208643144	INV211145	Communications/Postage N
12138	REDUCED RATE LONG DISTANCE LLC		20.29	1 Transactions		
430	DEPT Total:		58,141.33	Individual & Family Social Services	6 Vendors	12 Transactions
450	DEPT			Tri-Star		
7523	GIS BENEFITS					
117	11-450-000-0000-2041		52.00	JULY 2022	16421AG2022	Short Term Disability Payable N
118	11-450-000-0000-2049		45.40	JULY 2022	16421AG2022	Life Insurance Payable N
119	11-450-000-0000-2050		23.84	JULY 2022	16421AG2022	Long Term Disability Payable N
7523	GIS BENEFITS		121.24	3 Transactions		
3754	MCLEOD SIBLEY HEALTH INSURANCE					
163	11-450-000-0000-2045		2,127.78	JULY MEDICAL PREMIUM		Health Insurance Payable N
				07/01/2022 07/31/2022		
3754	MCLEOD SIBLEY HEALTH INSURANCE		2,127.78	1 Transactions		
450	DEPT Total:		2,249.02	Tri-Star	2 Vendors	4 Transactions
11	Fund Total:		80,532.27	Human Service Fund		24 Transactions

***** McLeod County IFS *****



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20 County Ditch Fund

Audit List for Board AUDITOR'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
623	DEPT			County Ditch #10			
	5056 JACOBS/JOE						
220	20-623-000-0000-6302		173.40	CD 10 PROPERTY SPLITS	050322-52020	Construction & Repairs	Y
	5056 JACOBS/JOE		173.40	1 Transactions			
623	DEPT Total:		173.40	County Ditch #10	1 Vendors	1 Transactions	
624	DEPT			County Ditch #11			
	5056 JACOBS/JOE						
221	20-624-000-0000-6302		173.40	CD 11 PROPERTY SPLITS	050322-52020	Construction & Repairs	Y
217	20-624-000-0000-6302		1,000.00	CD 11 REDETERMINATIONHRS 20	061322-100000	Construction & Repairs	Y
	5056 JACOBS/JOE		1,173.40	2 Transactions			
624	DEPT Total:		1,173.40	County Ditch #11	1 Vendors	2 Transactions	
625	DEPT			County Ditch #12A			
	8001 H2OVER VIEWERS LLC						
138	20-625-000-0000-6302		2,865.60	CD 12A VIEWERS FEES	1651	Construction & Repairs	N
	8001 H2OVER VIEWERS LLC		2,865.60	1 Transactions			
625	DEPT Total:		2,865.60	County Ditch #12A	1 Vendors	1 Transactions	
626	DEPT			County Ditch #13			
	5211 HOUSTON ENGINEERING INC						
136	20-626-000-0000-6302		2,061.50	CD 13 REPAIR REPORT-CULVERT	59816	Construction & Repairs	N
	5211 HOUSTON ENGINEERING INC		2,061.50	1 Transactions			
626	DEPT Total:		2,061.50	County Ditch #13	1 Vendors	1 Transactions	
639	DEPT			County Ditch #28			
	8001 H2OVER VIEWERS LLC						
139	20-639-000-0000-6302		334.32	CD 28 VIEWERS FEES	1651	Construction & Repairs	N
	8001 H2OVER VIEWERS LLC		334.32	1 Transactions			
639	DEPT Total:		334.32	County Ditch #28	1 Vendors	1 Transactions	
640	DEPT			County Ditch #29			

***** McLeod County IFS *****



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20 County Ditch Fund

Audit List for Board AUDITOR'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
137	5211 HOUSTON ENGINEERING INC 20-640-000-0000-6302		1,928.50	CD 29 REPAIR REPORT-CULVERT	59816	Construction & Repairs	N
	5211 HOUSTON ENGINEERING INC		1,928.50	1 Transactions			
640	DEPT Total:		1,928.50	County Ditch #29	1 Vendors	1 Transactions	
650	DEPT			County Ditch #63			
	5211 HOUSTON ENGINEERING INC						
134	20-650-000-0000-6302		4,123.25	CD 63 CONST MGMT 25.25 HRS	59815	Construction & Repairs	N
135	20-650-000-0000-6302		2,234.00	CD 63 CONST MGMT 11.75 HRS	59815	Construction & Repairs	N
	5211 HOUSTON ENGINEERING INC		6,357.25	2 Transactions			
650	DEPT Total:		6,357.25	County Ditch #63	1 Vendors	2 Transactions	
669	DEPT			Judicial Ditch #9 McLeod			
	5056 JACOBS/JOE						
222	20-669-000-0000-6302		173.40	JD 09 PROPERTY SPLITS	050322-52020	Construction & Repairs	Y
	5056 JACOBS/JOE		173.40	1 Transactions			
669	DEPT Total:		173.40	Judicial Ditch #9 McLeod	1 Vendors	1 Transactions	
671	DEPT			Joint Ditch #11 MCW Redetermined			
	5056 JACOBS/JOE						
218	20-671-000-0000-6302		1,350.00	JD 11 MCW REDETERMINATION 27	061522-142020	Construction & Repairs	Y
219	20-671-000-0000-6302		70.20	JD 11 MCW REDETERMINATION MLS	061522-142020	Construction & Repairs	Y
	5056 JACOBS/JOE		1,420.20	2 Transactions			
671	DEPT Total:		1,420.20	Joint Ditch #11 MCW Redetermined	1 Vendors	2 Transactions	
20	Fund Total:		16,487.57	County Ditch Fund		12 Transactions	

***** McLeod County IFS *****



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21 SWCD Fund

Audit List for Board AUDITOR'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
696	DEPT			SWCD			
7523	GIS BENEFITS						
120	21-696-000-0000-2041		7.80	JULY 2022	16421AG2022	Short Term Disability Payable	N
121	21-696-000-0000-2044		29.04	JULY 2022	16421AG2022	Vision Insurance Payable	N
122	21-696-000-0000-2049		49.70	JULY 2022	16421AG2022	Life Insurance Payable	N
123	21-696-000-0000-2050		4.60	JULY 2022	16421AG2022	Long Term Disability Payable	N
124	21-696-000-0000-2051		33.30	JULY 2022	16421AG2022	Dental Insurance Payable	N
7523	GIS BENEFITS		124.44	5 Transactions			
3754	MCLEOD SIBLEY HEALTH INSURANCE						
164	21-696-000-0000-2045		4,618.82	JULY MEDICAL PREMIUM 07/01/2022 07/31/2022		Health Insurance Payable	N
3754	MCLEOD SIBLEY HEALTH INSURANCE		4,618.82	1 Transactions			
6872	RMB ENVIRONMENTAL LABORATORIES IN						
186	21-696-000-0000-6265		143.00	WATER ANALYSIS	D030411	Professional Services	N
6872	RMB ENVIRONMENTAL LABORATORIES IN		143.00	1 Transactions			
696	DEPT Total:		4,886.26	SWCD	3 Vendors	7 Transactions	
697	DEPT			Drainage Inspector			
7523	GIS BENEFITS						
125	21-697-000-0000-2041		41.18	JULY 2022	16421AG2022	Short Term Disability Payable	N
126	21-697-000-0000-2044		5.20	JULY 2022	16421AG2022	Vision Insurance Payable	N
127	21-697-000-0000-2049		29.72	JULY 2022	16421AG2022	Life Insurance Payable	N
128	21-697-000-0000-2050		27.60	JULY 2022	16421AG2022	Long Term Disability Payable	N
129	21-697-000-0000-2051		36.76	JULY 2022	16421AG2022	Dental Insurance Payable	N
7523	GIS BENEFITS		140.46	5 Transactions			
3754	MCLEOD SIBLEY HEALTH INSURANCE						
165	21-697-000-0000-2045		595.82	JULY MEDICAL PREMIUM 07/01/2022 07/31/2022		Health Insurance Payable	N
3754	MCLEOD SIBLEY HEALTH INSURANCE		595.82	1 Transactions			
697	DEPT Total:		736.28	Drainage Inspector	2 Vendors	6 Transactions	
21	Fund Total:		5,622.54	SWCD Fund		13 Transactions	

***** McLeod County IFS *****



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25 Special Revenue Fund

Audit List for Board **AUDITOR'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
15	DEPT			Law Library			
37	6 MATTHEW BENDER & CO INC 25-015-000-0000-6451		2,388.83	DUNNELL MN DIGEST	31483127	Books	N
	6 MATTHEW BENDER & CO INC		2,388.83	1 Transactions			
240	3408 RELX INC 25-015-000-0000-6451		298.31	MN STEIN ON PROBATE REL #19	6526679001	Books	N
	3408 RELX INC		298.31	1 Transactions			
15	DEPT Total:		2,687.14	Law Library	2 Vendors	2 Transactions	
205	DEPT			Conceal & Carry Permit			
130	7523 GIS BENEFITS 25-205-000-0000-2049		17.18	JULY 2022	16421AG2022	Life Insurance Payable	N
131	25-205-000-0000-2050		9.95	JULY 2022	16421AG2022	Long Term Disability Payable	N
132	25-205-000-0000-2051		42.69	JULY 2022	16421AG2022	Dental Insurance Payable	N
	7523 GIS BENEFITS		69.82	3 Transactions			
166	3754 MCLEOD SIBLEY HEALTH INSURANCE 25-205-000-0000-2045		274.31	JULY MEDICAL PREMIUM 07/01/2022 07/31/2022		Health Insurance Payable	N
	3754 MCLEOD SIBLEY HEALTH INSURANCE		274.31	1 Transactions			
205	DEPT Total:		344.13	Conceal & Carry Permit	2 Vendors	4 Transactions	
255	DEPT			County Court Services			
187	7118 RUNNINGS SUPPLY INC 25-255-000-0000-6350		360.08	SUPPLIES		Other Services & Charges	N
	7118 RUNNINGS SUPPLY INC		360.08	1 Transactions			
212	6935 WORTZ/ANDREA 25-255-000-0000-6350		500.00	TFR CLASS		Other Services & Charges	Y
	6935 WORTZ/ANDREA		500.00	1 Transactions			
255	DEPT Total:		860.08	County Court Services	2 Vendors	2 Transactions	
25	Fund Total:		3,891.35	Special Revenue Fund		8 Transactions	

***** McLeod County IFS *****



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86 Trust & Agency Fund

Audit List for Board AUDITOR'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
956	DEPT			Sales Tax			
84	8234 DRAHOS/ANDREW 86-956-000-0000-6810		1.28	REFUND TAX -MN SALES TAX	1900	Refunds & Reimbursements	N
	8234 DRAHOS/ANDREW		1.28	1 Transactions			
146	8233 KEGLER/KATRINA 86-956-000-0000-6810		3.20	REFUND TAX-MN SALES TAX	1231	Refunds & Reimbursements	N
	8233 KEGLER/KATRINA		3.20	1 Transactions			
203	6640 UECKER/PAUL 86-956-000-0000-6810		3.20	REFUND TAX-MN SALES TAX	2219	Refunds & Reimbursements	N
	6640 UECKER/PAUL		3.20	1 Transactions			
210	8235 WILSON/LYNN 86-956-000-0000-6810		3.20	REFUND TAX-MN SALES TAX	1985	Refunds & Reimbursements	N
	8235 WILSON/LYNN		3.20	1 Transactions			
956	DEPT Total:		10.88	Sales Tax	4 Vendors	4 Transactions	
959	DEPT			LOCAL OPTION SALES TAX			
85	8234 DRAHOS/ANDREW 86-959-000-0000-6810		0.08	REFUND TAX-LOST TAX	1900	Refunds & Reimbursements	N
	8234 DRAHOS/ANDREW		0.08	1 Transactions			
147	8233 KEGLER/KATRINA 86-959-000-0000-6810		0.20	REFUND TAX - LOST TAX	1231	Refunds & Reimbursements	N
	8233 KEGLER/KATRINA		0.20	1 Transactions			
204	6640 UECKER/PAUL 86-959-000-0000-6810		0.20	REFUND TAX-LOST TAX	2219	Refunds & Reimbursements	N
	6640 UECKER/PAUL		0.20	1 Transactions			
211	8235 WILSON/LYNN 86-959-000-0000-6810		0.20	REFUND TAX-LOST TAX	1985	Refunds & Reimbursements	N
	8235 WILSON/LYNN		0.20	1 Transactions			
959	DEPT Total:		0.68	LOCAL OPTION SALES TAX	4 Vendors	4 Transactions	

***** McLeod County IFS *****



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6/24/2022 7:06:10AM
86 Trust & Agency Fund

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

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
975	DEPT		DNR Clearing Account			
	509 MINNESOTA DNR					
171	86-975-000-0000-6850		995.50	DNR 06/07/22-06/13/22		Collections for Other Agencies N
	509 MINNESOTA DNR		995.50	1 Transactions		
975	DEPT Total:		995.50	DNR Clearing Account	1 Vendors	1 Transactions
976	DEPT		Game & Fish Clearing Account			
	509 MINNESOTA DNR					
170	86-976-000-0000-6850		101.00	GAME & FISH 06/07/22-06/13/22		Collections for Other Agencies N
	509 MINNESOTA DNR		101.00	1 Transactions		
976	DEPT Total:		101.00	Game & Fish Clearing Account	1 Vendors	1 Transactions
86	Fund Total:		1,108.06	Trust & Agency Fund		10 Transactions

***** McLeod County IFS *****



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87 Tax & Penalty Fund

Audit List for Board AUDITOR'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
980	DEPT			Tax Collections			
	7718 PROSPER REAL ESTATE LLC						
238	87-980-000-0000-6810		28,984.00	2022 TAX REFUND 23.421.0010	23.421.0010	Refunds & Reimbursements	Y
239	87-980-000-0000-6810		23,849.00	2022 TAX REFUND 23.421.0015	23.421.0015	Refunds & Reimbursements	Y
	7718 PROSPER REAL ESTATE LLC		52,833.00	2 Transactions			
980	DEPT Total:		52,833.00	Tax Collections	1 Vendors	2 Transactions	
87	Fund Total:		52,833.00	Tax & Penalty Fund		2 Transactions	
	Final Total:		486,316.72	129 Vendors	241 Transactions		

***** **McLeod County IFS** *****

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



Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>
	1	265,395.89	General Revenue Fund
	3	56,695.08	Road & Bridge Fund
	5	3,750.96	Solid Waste Fund
	11	80,532.27	Human Service Fund
	20	16,487.57	County Ditch Fund
	21	5,622.54	SWCD Fund
	25	3,891.35	Special Revenue Fund
	86	1,108.06	Trust & Agency Fund
	87	52,833.00	Tax & Penalty Fund
All Funds		486,316.72	Total

Approved by,

.....

.....



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 07/05/2022

(Board meets the 1st and 3rd Tuesday after the first Monday of the Month)

Consent Agenda
[checked] Approve Motion
Regular Agenda - Estimate Time Needed: [] minutes
[] Approve/Deny Motion [] Discussion/Presentation
[] Hold Public Hearing* [] Direction Requested
*provide copy of hearing notice that was published
Requested Agenda Time: Flexible

Submitted By: Matt Troska Department: Information Technology

Who will attend the meeting and be able to respond to questions if different from above?
Name and title: Matt Troska

Summary of Issue (include previous Board or Committee actions, applicable dates and copies of relevant Minutes):
Consider approval of quote from ESRI of Redlands, CA for \$11,413 to renew ESRI ArcGIS software maintenance for 1 year. McLeod County uses ESRI ArcGIS software for creating and displaying maps. ESRI software maintenance provides access to software updates, support, additional online mapping resources and tools, and allows publishing of certain types of maps.

Recommended Action/Motion:
Consider approval of quote from ESRI of Redlands, CA for \$11,413 to renew ESRI ArcGIS software maintenance for 1 year.

Financial Impact:
Is there a cost associated with this request? [checked] Yes [] No
What is the total cost, with tax and shipping? \$ 11,431.00
Is this budgeted? [checked] Yes [] No Fund & Department Number: 01-065 ex: 01-031

Additional Information Attached:
[] Contract/Agreement Approved by County Attorney's Office: [] Yes [] No
Legally binding agreements must have County Attorney approval prior to submission.
[] Minutes of Relevant Meeting(s) Number of Signed Documents: []
[] Background Information, Handouts, Contracts, Agreements, Quotes, Bids, Invoices must be Attached

Board Action: (for use by Administrative Assistant)
[] Approved: [] Denied: [] Tabled: [] No Action:
Email Administration Save Print



Esri Inc
380 New York St
Redlands CA 92373

Subject: Renewal Quotation

Date: 06/17/2022
To: Matt Troska
Organization: County of McLeod
Information Technology
Fax #: 320-864-1809 **Phone #:** 320-864-1340

From: Pete Bennett
Fax #: 909-307-3083 **Phone #:** + 19097932853 Ext. 2063
Email: pbennett@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #26083660
Document Date: 05/28/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York St
 Redlands, CA 92373
 Phone: + 190979328532063
 Fax #: 909-307-3083

Quotation

Date: 05/28/2022

Quotation Number: 26083660

Contract Number: 31574.0

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Pete Bennett

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

County of McLeod
 Information Technology
 Courthouse
 520 Chandler Ave N
 Glencoe MN 55336-2823

Attn: Matt Troska

Customer Number: 122965

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	122187 ArcGIS Spatial Analyst for Desktop Single Use Primary Maintenance Start Date: 08/27/2022 End Date: 08/26/2023	505.00	505.00
1010	2	122188 ArcGIS Spatial Analyst for Desktop Single Use Secondary Maintenance Start Date: 08/27/2022 End Date: 08/26/2023	202.00	404.00
2010	8	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 08/27/2022 End Date: 08/26/2023	404.00	3,232.00
3010	2	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 08/27/2022 End Date: 08/26/2023	303.00	606.00
4010	1	93303	1,515.00	1,515.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Pete Bennett **Ext:** 2063

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York St
Redlands, CA 92373
Phone: + 190979328532063
Fax #: 909-307-3083

Quotation

Page 2

Date: 05/28/2022

Quotation Number: 26083660

Contract Number: 31574.0

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Desktop Standard Single Use Primary Maintenance Start Date: 08/27/2022 End Date: 08/26/2023		
5010	51	97444 ArcGIS Engine Single Use without Extension Maintenance Start Date: 08/27/2022 End Date: 08/26/2023	101.00	5,151.00
			Item Subtotal	11,413.00
			Estimated Tax	0.00
			Total	USD 11,413.00

DUNS/CEC: 06-313-4175 **CAGE:** 0AMS3



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380 New York St
Redlands, CA 92373
Phone: + 190979328532063
Fax #: 909-307-3083

Quotation

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Date: 05/28/2022

Quotation Number: 26083660

Contract Number: 31574.0

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at [http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf](http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf) apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



esri[®]

380 New York St
Redlands, CA 92373
Phone: + 190979328532063
Fax #: 909-307-3083

Quotation

Page 4

Date: 05/28/2022

Quotation No: 26083660

Customer No: 122965

Contract No: 31574.0

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 07/05/2022

(Board meets the 1st and 3rd Tuesday after the first Monday of the Month)

Consent Agenda
[checked] Approve Motion
Regular Agenda - Estimate Time Needed: [] minutes
[] Approve/Deny Motion [] Discussion/Presentation
[] Hold Public Hearing* [] Direction Requested
*provide copy of hearing notice that was published
Requested Agenda Time: Flexible

Submitted By: Marc Telecky, Director
Department: Environmental Services

Who will attend the meeting and be able to respond to questions if different from above?
Name and title: []

Summary of Issue (include previous Board or Committee actions, applicable dates and copies of relevant Minutes):
J&A Investments of Hutchinson requests approval of a 6-lot sketch plan (No. JP22-SP1) with a cul-de-sac being constructed to serve the new lots. There is considerable wetland/low ground on the south part of this 8.45 acres which could make it difficult to create the 6-lots. Soil borings and wetland review will be necessary to determine the actual number of buildable lots to be created. This property is 8.45 acres in size, AP S2 in Section 30 and N2 in Section 31 of Hutchinson Township. The Hutchinson Joint Area Joint Planning Board recommended approval at their June 15, 2022 meeting.

Recommended Action/Motion:
Approve a six-lot sketch plan (No. JP22-SP1) from J&A Investments (Hutchinson, Minnesota) with a cul-de-sac being constructed to serve the new lots.

Financial Impact:
Is there a cost associated with this request? [] Yes [checked] No
What is the total cost, with tax and shipping? \$ 0.00
Is this budgeted? [] Yes [] No
Fund & Department Number: [] ex: 01-031

Additional Information Attached:
[checked] Contract/Agreement
Approved by County Attorney's Office: [] Yes [] No
Legally binding agreements must have County Attorney approval prior to submission.
[] Minutes of Relevant Meeting(s)
Number of Signed Documents: 1
[] Background Information, Handouts, Contracts, Agreements, Quotes, Bids, Invoices must be Attached

Board Action: (for use by Administrative Assistant)
[] Approved: [] Denied:
[] Tabled: [] No Action:
Buttons: Email Administration, Save, Print

[Type text]

HUTCHINSON AREA JOINT PLANNING STAFF REPORT

To: Hutchinson Area Joint Planning Board

Prepared By: Marc Telecky

Application: JP22-SP1

Date: June 2, 2022 – Meeting Date: June 15, 2022

GENERAL INFORMATION

Brief Description: J&A Investments of Hutchinson are requesting sketch plan approval of a 6-lot proposal located in NE ¼ SW ¼ of Section 30 Hutchinson Township. This proposal is on 8.45 acres adjacent (north) of Northern View Acres Subdivision.

Applicant: J&A Investments of Hutchinson
16982 236th Circle
Hutchinson, MN 55350
P.I.D# 08.051.0370

Requested Action: **Approval of a 6-lot sketch plan**

Lot Size: 8.45 Acres AP S2 30 & N2 31-117-29

Existing Zoning: “A” Agricultural

Location: **NE ¼ SW ¼ Section 30 Hutchinson Twp.**

Existing Land Use: tillable acres

**Adjacent Land Use
And Zoning:** “A” Agricultural, “C-4” Fringe Commercial, “R-1” Rural
Residential

Zoning History: NA

Applicable Ordinance Hutchinson Area Joint Planning Ordinance Section 5
**McLeod County Subdivision Ordinance, McLeod
County SSTS Ordinance**

SPECIAL INFORMATION

Public Utilities: SSTS

Public Services: McLeod Coop Power

Transportation: (New Road) Dedicated ROW from 202nd Cir.

Physical Characteristics: small tillable acreage w/ wetland on the south side

Analysis: The applicant is requesting to plat 6 lots with a cul-de-sac being constructed to serve the new lots. There is considerable wetland/low ground on the south part of this 8.45 acres which may make it difficult to create 6 lots. Soil borings and wetland review will be necessary to determine the actual number of buildable lots to be created.

Recommendations: Staff confirms that this parcel is small and adjacent to an existing R-1 (Rural Residential zoned) subdivision. If approved, staff would recommend that a wetland determination and soil borings be completed prior to preliminary plat application for review. This will determine if there is adequate buildable area for 6 lots.





Hard to Farm Criteria:

- 1) Small and irregular shaped.
- 2) Poor soils.
- 3) 30% wooded.

Cc: Justin Wendlandt- applicant

McLeod County, MN - Map



Disclaimer: McLeod County does not warrant or guarantee the accuracy of the data. The data is meant for reference purposes only and should not be used for official decisions. If you have questions regarding the data presented in this map, please contact the McLeod County GIS Department. This information is to be used for reference purposes only.

Untitled Map

Write a description for your map.

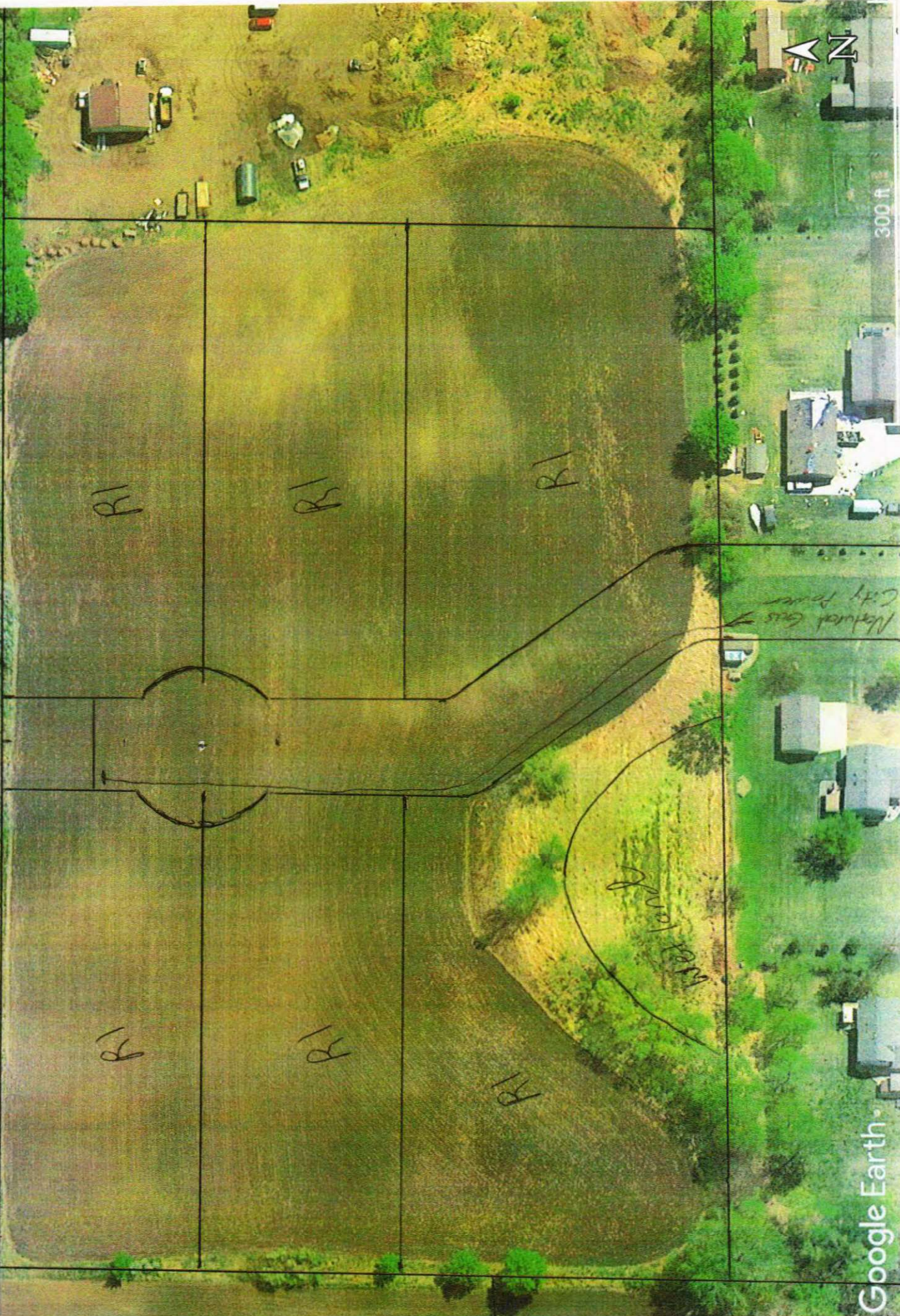
5/11/22

8.45 acres

J+A Investments of Hutchinson
20377 Hwy 15 N
Hutchinson MN 55350

Legend

APR Roofing



Handwritten note: "Handwritten note" (illegible)

Handwritten note: "Natural Gas" and "City Power" with arrows pointing to utility lines.





Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 07/05/2022

(Board meets the 1st and 3rd Tuesday after the first Monday of the Month)

Consent Agenda
[checked] Approve Motion
Regular Agenda - Estimate Time Needed: [] minutes
[] Approve/Deny Motion [] Discussion/Presentation
[] Hold Public Hearing* [] Direction Requested
*provide copy of hearing notice that was published
Requested Agenda Time: Flexible

Submitted By: SYoung Department: Environmental Services

Who will attend the meeting and be able to respond to questions if different from above?
Name and title: N/A: Consent

Summary of Issue (include previous Board or Committee actions, applicable dates and copies of relevant Minutes):
Request reimbursement, for the replacement of safety shoes per section 24.3 of the Teamsters 320 Clerical Union contract. Replacement costs not to exceed \$600.00. Last replacement request was made on December 1st, 2020 yielding a final cost of \$268.64.

Recommended Action/Motion:
Approve

Financial Impact:
Is there a cost associated with this request? [checked] Yes [] No
What is the total cost, with tax and shipping? \$ 0.00
Is this budgeted? [checked] Yes [] No Fund & Department Number: 01-609-6350 ex: 01-031

Additional Information Attached:
[] Contract/Agreement Approved by County Attorney's Office: [] Yes [] No
Legally binding agreements must have County Attorney approval prior to submission.
[] Minutes of Relevant Meeting(s) Number of Signed Documents: []
[] Background Information, Handouts, Contracts, Agreements, Quotes, Bids, Invoices must be Attached

Board Action: (for use by Administrative Assistant)
[] Approved: [] Denied: [] Tabled: [] No Action:
Email Administration Save Print



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 07/05/2022

(Board meets the 1st and 3rd Tuesday after the first Monday of the Month)

Consent Agenda
Regular Agenda - Estimate Time Needed: 2 minutes
Approve/Deny Motion
Hold Public Hearing*
Discussion/Presentation
Direction Requested
Requested Agenda Time: Flexible

Submitted By: Nicole Feltmann, RN
Department: Health and Human Services

Who will attend the meeting and be able to respond to questions if different from above?
Name and title:

Summary of Issue (include previous Board or Committee actions, applicable dates and copies of relevant Minutes):

Minnesota Department of Health awarded McLeod County Jail a grant for ongoing COVID efforts. Total grant award is \$5,670.00.

Recommended Action/Motion:

Approve acceptance of a Minnesota Department of Health grant worth \$5,670.00, to be used for ongoing COVID efforts at McLeod County Jail.

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping? \$ 0.00
Is this budgeted? Yes No
Fund & Department Number: 0 ex: 01-031

Additional Information Attached:
Contract/Agreement
Minutes of Relevant Meeting(s)
Background Information, Handouts, Contracts, Agreements, Quotes, Bids, Invoices must be Attached
Approved by County Attorney's Office: Yes No
Number of Signed Documents: 1

Board Action: (for use by Administrative Assistant)
Approved: Denied:
Tabled: No Action:
Submit Save Print



Minnesota Department of Health Grant Agreement Cover Sheet

You have received a grant agreement from the Minnesota Department of Health (MDH). Information about the grant agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

ATTACHMENT: Grant Agreement

CONTACT FOR MDH: Jennifer Zipprich, 651-201-5087, Jennifer.zipprich@state.mn.us or Beth Gyllstrom, 651-201-4072, beth.gyllstrom@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDH Grantee: McLeod County Sheriff's Department – McLeod County Jail	SWIFT Contract Number: 214443	Total Grant Funds (all funding sources): \$10,492.69
Grantee SWIFT Vendor Number: 197362 SWIFT Vendor Location Code: 002	Period of Performance Start Date: 6/15/2022 Period of Performance End Date: 7/31/2023	Total State Grant Funds: \$0.00 Total Federal Grant Funds: \$10,492.69



Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per [2 CFR § 200.332](#). Please keep a copy of this cover sheet with the grant project agreement.

Grantee Data Universal Numbering System (DUNS) Name and Number/ Unique Entity Identifier (UEI) Name and Number (effective April 2022)	DUNS/UEI Name: McLeod County DUNS/UEI Number: 78693157/LDADUDX2KWM5
Grantee's Approved Indirect Cost Rate for the Grant	NA
Is The Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Description	CDC, in partnership with the Department of Justice, is providing financial assistance to ELC recipients to respond to Coronavirus Disease 2019 (COVID-19) in confinement facilities within their jurisdictions. The purpose of this award is to support correctional facilities in their work to test for COVID-19. In addition, these funds can be used for a variety of costs associated with the work to detect and mitigate COVID-19 risk within their facilities. The required activity is for facilities to establish and implement diagnostic and screening testing programs for residents/detainees/inmates, staff, and visitors.

Name of Federal Awarding Agency	Centers for Disease Control and Prevention (CDC)
Assistance Listing Name and Number (formerly <i>Catalog of Federal Domestic Assistance</i> , "CFDA")	Assistance Listing Name: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Assistance Listing Number: 93.323
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NU50CK000508
Federal Award Date (Date MDH received federal grant)	8/1/2021
Total Amount of Federal Award Received by MDH	\$5,670,000

Minnesota Department of Health

Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health (“MDH”) and McLeod County Sheriff’s Department – McLeod County Jail (“Grantee”). Grantee’s address is 801 E 10th St., Glencoe, MN 55336.

Recitals

1. MDH is empowered to enter into this grant agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#) and MDH, pursuant to Minnesota Statutes section 3.3005, subd. 4 and 5, and section 12.36, is empowered to enter into grant contracts and incur obligations necessary to combat the Coronavirus Disease (COVID-19) disaster by protecting the health and safety of persons through detection and mitigation efforts; and.
2. MDH is in need of COVID-19 detection and mitigation efforts in state and local correctional facilities. The GRANTEE meets the criteria of being a “Confinement Facility” as stipulated in the federal funding award. For the purposes of this guidance, the term ‘confinement facilities’ includes adult prisons and jails; juvenile confinement facilities; police lock-ups; and community confinement facilities as defined by 28 CFR § 115.5.
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the duties described in this grant agreement to the satisfaction of MDH. Grantee agrees to minimize administrative costs as a condition of this grant agreement pursuant to [Minn. Stat. § 16B.98](#), subd 1.

Grant Agreement

1. Term of Agreement

1.1. *Effective Date*

June 15, 2022, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Per [Minn. Stat. § 16B.98](#), subd 7, no payments will be made to the Grantee until this grant agreement is fully executed. Grantee must not begin work until this grant agreement is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence.

1.2. *Expiration Date*

July 31, 2023, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

1.3. *Survival of Terms*

The following clauses survive the expiration or cancellation of this grant agreement: Liability; State Audits; Government Data Practices and Data Disclosure; Ownership of Equipment; Intellectual Property; Publicity and Endorsement; and Governing Law, Jurisdiction, and Venue.

2. *Grantee's Duties*

Grantee, who is not a state employee, shall: perform the duties specified in Exhibit A, which is attached and incorporated into this grant agreement.

3. *Time*

Grantee is required to perform all of the duties stated in this grant agreement, and any incorporated exhibits, within the grant agreement period. MDH is not obligated to extend the grant agreement period. Failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the grant agreement.

4. *Consideration and Payment***4.1. *Consideration***

MDH will compensate for all services performed by Grantee under this grant agreement as follows:

4.1.1. *Compensation.*

Compensation will be in accordance with the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant agreement.

4.1.2. *Travel Expenses*

Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"), or at the Grantee's established rate, whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.1.3. *Budget Modifications*

Modifications greater than 10 percent of any budget line item in the most recently approved budget (incorporated in Exhibit B) requires prior written approval from MDH and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request, loss of funds, or both. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from MDH provided that such modification is indicated on submitted reports and that the total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed in 4.1.4.

4.1.4. Total Obligation

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant agreement will not exceed \$10,492.69.

4.2. Terms of Payment**4.2.1. Invoices**

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and MDH's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Detailed invoices must contain the number(s) of the Required and Optional Activity listing in Exhibit A, and the numbering from the Allowable Equipment, Services, and Supplies listing found in Exhibit B. Invoices must be submitted monthly by the end of the subsequent month that expenditures were incurred, sent to the email box: Health.R-CaseContact@state.mn.us. Invoices will be paid by MDH within 30 days of receipt and approval by MDH. Approved invoice format is contained in Exhibit C, which is attached and incorporated into this Agreement.

4.2.2. Matching Requirements – Not applicable.**4.2.3. Federal Funds**

Payments under this grant agreement will be made from federal funds obtained by MDH through Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) P.L. 117-2, Assistance Listing (formerly known as CFDA) number 93.323 of the American Rescue Plan Act of 2021, including public law and all amendments. The Notice of Grant Award (NGA) number is 6NU50CK000508-03-01. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with federal requirements.

4.3. Contracting and Bidding Requirements**4.3.1. Municipalities**

A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

4.3.2. Non-municipalities

Grantees that are not municipalities must adhere to the following standards in the event that duties assigned to Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process consistent with the standards set forth under [Minn. Stat. ch. 16B](#).

- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:
 - 1) Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (<http://www.mmd.admin.state.mn.us/process/search/>);
 - 2) Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program (<https://mnucp.metc.state.mn.us/>); or
 - 3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central>).
- v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
- vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
 - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant agreement or
 - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.
- viii. Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under [Minn. Stat. §§ 177.41 through 177.44](#).

- ix. Grantee must not contract with vendors who are suspended or debarred in Minnesota. The list of debarred vendors is available at:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>.

5. Conditions of Payment

All services provided by Grantee pursuant to this grant agreement must be performed to the satisfaction of MDH, as determined in the sole discretion of its Authorized Representative. Further, all services provided by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to Grantees, site visits of Grantee, programmatic monitoring of work performed by Grantee, and program evaluation. Grantee will not be paid for work that MDH deems unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Authorized Representatives

6.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant agreement is Jennifer Zipprich, Epidemiologist Supervisor, jennifer.zipprich@state.mn.us, PO Box 64975, St. Paul, MN 55164-0975, 651-201-5087 or Beth Gyllstrom, Assistant Section Manager, beth.gyllstrom@state.mn.us, PO Box 64975, St. Paul, MN 55164-0975, 651-201-4072, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the services provided under this grant agreement. If the services are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Tim Langenfeld, Sheriff, 801 E 10th St., Glencoe, MN 55336, (320) 864-3134, tim.langenfeld@co.mcleod.mn.us, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this grant agreement. If Grantee selects a new Authorized Representative at any time during this grant agreement, Grantee must immediately notify MDH's Authorized Representative in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1. *Assignment*

Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of MDH.

7.2. *Amendments*

If there are any amendments to this grant agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

7.3. *Waiver*

If MDH fails to enforce any provision of this grant agreement, that failure does not waive the provision or MDH's right to enforce it.

7.4. Grant Agreement Complete

This grant agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this grant agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to [Minn. Stat. ch. 466](#), or any other statute or law.

9. State Audits

The relevant books, records, documents, and accounting procedures and practices of Grantee and any other party are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8, by MDH and the Minnesota State Auditor or the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Data Disclosure

10.1. Government Data Practices

Grantee and MDH must comply with the Minnesota Government Data Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

10.2. Data Disclosure

Grantee consents to disclosure of its social security number, federal employee tax identification number, or Minnesota tax identification number--which may have already been provided to MDH--to federal and state tax agencies and state personnel involved in the payment of state obligations pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. Ownership of Equipment

Disposition of all equipment purchased under this grant agreement shall be in accordance with [2 CFR § 200](#). For all equipment having a current per unit fair market value of \$5,000 or more, MDH shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by MDH. This right will normally be exercised by MDH only if the project or program for which the equipment was acquired is transferred from one grantee to another.

12. Ownership of Materials and Intellectual Property Rights

12.1. *Ownership of Materials*

Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of this grant agreement by it, its employees, or subgrantees, either individually or jointly with others. For the purpose of this grant agreement, "Materials" includes any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

12.2. *Intellectual Property Rights*

Grantee represents and warrants that materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

13. Workers' Compensation

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by this grant agreement and its employees, will not

be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way MDH's obligation or responsibility.

14. Publicity and Endorsement

14.1. *Publicity*

Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees shall identify MDH as the sponsoring agency and shall not be released without prior written approval by MDH's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

14.2. *Endorsement*

Grantee must not claim that MDH endorses its products or services.

15. Termination

15.1. *Termination by MDH or Grantee*

MDH or Grantee may cancel this grant agreement at any time, with or without cause, upon 30 days written notice to the other party.

15.2. *Termination for Cause*

If Grantee fails to comply with the provisions of this grant agreement, MDH may terminate this grant agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after MDH mails, by certified mail, return receipt requested, written notice of termination to Grantee at its last known address.

15.3. *Termination for Insufficient Funding*

MDH may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written or facsimile notice to Grantee. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

16. Governing Law, Jurisdiction, and Venue

This grant agreement, amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for

breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Clerical Error

Notwithstanding Clause 7 of this grant agreement, MDH reserves the right to unilaterally fix clerical errors contained in the Grant Agreement without executing an amendment. Grantee will be informed of errors that have been fixed pursuant to this paragraph.

18. Lobbying

- 18.1.** Grantee must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 18.2.** In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.
- 18.3.** Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.
- 18.4.** By signing this grant agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to this grant.

19. Other Provisions

19.1. *Contractor Debarment, Suspension and Responsibility Certification*

Federal regulation [2 CFR § 200.214](#) prohibits MDH from purchasing goods or services with federal money from vendors who have been suspended or debarred by the Federal Government. Similarly, [Minn. Stat. § 16C.03](#), subd. 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with MDH.

Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the Federal Government expects MDH to have a process in place for determining whether a

vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this grant agreement, Grantee certifies that it and its principals:

- a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;
- b) Have not within a three-year period preceding this grant agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state of local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and
- d) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant agreement are in violation of any of the certifications set forth above.

19.2. Audit Requirements

19.2.1. For Grantees that are state or local governments, or non-profit organizations:

- i. If Grantee expends total federal assistance of \$750,000 or more per year, Grantee agrees to: a) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#); and, b) to comply with the Single Audit Act of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#).
- ii. Audits shall be made annually unless Grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

19.2.2. For Grantees that are institutions of higher education or hospitals:

- i. If Grantee expends total direct and indirect federal assistance of \$750,000 or more per year, Grantee agrees to obtain a financial and compliance audit made in accordance with [2 CFR § 200](#). The audit shall cover either the entire organization or all federal funds of the organization.
- ii. The audit must determine whether Grantee spent federal assistance funds in accordance with applicable laws and regulations.

19.2.3. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

19.2.4. The audit report shall state that the audit was performed in accordance with the provisions of [2 CFR § 200](#).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The Federal Government has approved the use of the audit guide.

In addition to the audit report, Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

19.2.5. Grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#).

19.2.6. Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#).

19.2.7. The Statement of Expenditures form can be used for the schedule of federal assistance.

19.2.8. Grantee agrees to retain documentation to support the schedule of federal assistance for at least four (4) years.

19.2.9. Grantee agrees to file required audit reports within nine (9) months of Grantee's fiscal year end.

Recipients of more than \$750,000 in federal funds are required under [2 CFR § 200](#) to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census
Data Preparation Division
1201 East 10th Street
Jeffersonville, Indiana 47132
Attn: Single Audit Clearinghouse

19.3. *Drug-Free Workplace*

Grantee agrees to comply with the Drug-Free Workplace Act of 1988, which is implemented at [34 CFR § 84](#).

19.4. *Equal Employment Opportunity*

Grantee agrees to comply with the Executive Order 11246 “Equal Employment Opportunity” as amended by Executive Order 11375 and supplemented by regulations at [41 CFR § 60](#).

19.5. *Cost Principles*

Grantee agrees to comply with the provisions [2 CFR § 200](#), regarding cost principles for administration of this grant agreement for educational institutions, state and local governments and Indian tribal governments or non-profit organizations.

19.6. *Rights to Inventions – Experimental, Developmental or Research Work*

Grantee agrees to comply with [37 CFR § 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by the awarding agency.

19.7. *Clean Air Act*

Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended ([42 U.S.C. § 7401](#), et seq.) and the Federal Water Pollution Control Act as amended ([33 U.S.C. § 1251](#), et seq.). Violations shall be reported to the Federal Awarding Agency Regional Office of the Environmental Protection Agency (EPA).

19.8. *Telecommunications Certification*

By signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Pub. L. 115-232](#) (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

[Signatures on following page]



Between the Minnesota Department of Health and McLeod County Sheriff's Department – McLeod County Jail

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: Duong Thuy Phan Digitally signed by Duong Thuy Phan
Date: 2022.06.23 16:15:07 -05'00'

SWIFT Contract & Initial PO: 214443/3000094327

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: Tim Langenfeld DocuSigned by:
8811C03DE8E0495... Signature: _____

Title: Sheriff Title: _____

Date: 6/24/2022 | 8:00:04 AM PDT Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: Jeffery Colonna DocuSigned by:
E36E69332D94404...
(with delegated authority)

Title: Purchasing Supervisor

Date: 6/27/2022 | 1:13:52 PM CDT

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Grantee's Duties / Scope of Work

Grantee's Duties and Responsibilities. The GRANTEE shall:

Required Activities:

1. Establish and implement diagnostic and screening testing programs for residents/detainees/inmates, staff and visitors.
 - 1.1 Assign qualified staff to implement COVID-19 testing within their facility.
 - 1.2 Establish and implement diagnostic and screening testing programs for residents/detainees/inmates, staff and visitors.
 - 1.3 Assign qualified staff to implement mitigation strategies, per MDH and CDC guidance.
 - 1.4 Appoint a lead Facility contact for overall oversight and management of this work.
 - 1.5 Report test metrics to MDH (Number of overall tests/month and acknowledge compliance with CDC guidance around correctional facility testing).
2. Conduct COVID-19 testing and contact tracing within confinement facilities.

Optional Activities:

1. Plan and implement recommended isolation and quarantine strategies, including for confirmed and suspected cases, and close contacts.
2. Support staffing strategies that reduce the risk of virus transmission (e.g., organize staff assignments so the same staff are assigned to the same areas of the facility over time).
3. Implement distancing policies and support staff training to maintain distancing practices.
4. Support transportation policies and practices consistent with recommendations to reduce transmission.
5. Implement visitor policies consistent with recommendations to reduce virus risk.
6. Implement infection control practices inside facilities.
7. Develop and implement procedures and systems to improve confinement facility preparedness and response efforts.
8. Coordinate and partner with MDH and other local, tribal and territorial health departments to prevent, prepare for and respond to COVID-19 within confinement facilities.
9. Purchase additional supplies to sanitize and clean confinement facilities. Funding must not supplant existing expenditures on such supplies and can only be used to support enhanced cleaning efforts.
10. Educate and train confinement facility staff and residents/detainees/inmates on sanitation and minimizing the spread of infectious diseases.
11. Implement COVID-19 mitigation practices to minimize potential opportunities for exposure, including video conferencing technology and other measures for attorney/client purposes, court appearances, family visiting and programming.



*In addition, Grantees will support MDH in meeting requirements of the federal grant as required by the CDC.

This includes but is not limited to:

- Participating in technical assistance meetings arranged by CDC.
- Participating in state planning meetings as needed for coordination of the scope of work.
- Providing monthly reporting and progress information to MDH to satisfy CDC financial and programmatic reporting requirements. CDC requirements will be provided by MDH to Grantees.

Exhibit B – Consideration and Payment

(a) Compensation. The GRANTEE will be paid for personnel time required to implement testing and mitigation programs.

- i.* Reimbursable hours include staff time spent on: a. training; b. testing; c. reporting results; and, d. staffing isolation/quarantine spaces.
- ii.* Overtime will not be reimbursed except in special circumstances approved by STATE.
- iii.* Time spent on travel is not reimbursable.

(b) Equipment, Services and Supplies. (Those marked with an * must get approval from MDH prior to spending funds on the item.) The GRANTEE will be reimbursed for supplies, services and/or equipment, including:

- i.* Laboratory equipment needed for COVID-19 testing and needed maintenance contracts.
- ii.* Collection supplies, test kits, reagents, consumables, and other necessary supplies for existing or new screening testing or onboarding new platforms to support testing.
- iii.* Personal Protective Equipment (PPE) (e.g., masks, gloves, gowns) for those collecting samples and/or conducting testing.
- iv.* Courier service contracts (new or expansion of existing agreements) related to testing efforts.
- v.* Service contracts for provision of end-to-end services such as tests, collection and reporting.
- vi.* * Hardware and software necessary for reporting to public health and communication and coordination of follow up on any positive cases detected.
- vii.* * Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, and evaluation of control measures to reduce the spread of COVID-19, that may be translatable to other diseases (e.g., GIS software, visualization dashboards, cloud services).
- viii.* Contracts with academic institutions, private laboratories, other non-commercial healthcare entities, and/or commercial entities that may provide all or part of the testing needs.
- ix.* *Software or systems to assist with quality management, biosafety, or training needs related to testing and mitigation efforts.
- x.* Expenses associated with outreach and assistance related to testing and mitigation efforts (e.g., support provided through education leaders, community-based organizations).



xi. Expenses associated with meeting resident/detainee/inmate needs resulting from COVID-19-related limited/restricted mobility and/or access to the facility. This includes communication access to/by family, legal representation, and service providers, such as educators and mental health professionals (e.g., providing testing costs for visitors, having more room for providing appropriate distancing during visits, etc.).

Total Obligation. The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed \$10,492.69.



Between the Minnesota Department of Health and McLeod County Sheriff's Department – McLeod County Jail

Exhibit C – Invoice

All fields listed must be included on all invoices submitted for payment.



ELC COVID Testing Corrections Invoice

Health.R-CaseContact@state.mn.us
MDH COVID Response Testing

Date: _____ MDH Vendor Number: _____
 Invoice Number: _____
 Facility & Location: _____
 Remit Address (if different than supplier address): _____
 Address: _____
 Person completing form: _____
 Telephone #: _____ E Mail: _____
 Reporting Period: From: _____ To: _____

CATEGORY OF EXPENDITURE			
Designated Allowable Activity number from list	Designated Allowable Expense Letter from list	Detail of location, services provided, dates of services, number of clients served, number of hours for services, allowable expenses detailed, etc.	COVID Expenses
SUBTOTAL			\$0.00
TOTAL			\$0.00

ORIGINAL CERTIFICATION SIGNATURE

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State and Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

Date: _____

Authorized Official Signature: _____

FOR MDH USE ONLY	
Date received by MDH:	Date approved by MDH:
Invoice Total:	Amount approved to pay:
PO#:	Approved by:

3/1/2022

Invoices will be paid by MDH within 30 days of receipt and approval by MDH



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 07/05/2022

(Board meets the 1st and 3rd Tuesday after the first Monday of the Month)

Consent Agenda
Regular Agenda - Estimate Time Needed: 5 minutes
Approve/Deny Motion, Discussion/Presentation, Hold Public Hearing*, Direction Requested
Requested Agenda Time: Flexible

Submitted By: Marc Telecky, Director
Department: Environmental Services

Who will attend the meeting and be able to respond to questions if different from above?
Name and title:

Summary of Issue (include previous Board or Committee actions, applicable dates and copies of relevant Minutes):
Request for approval of Independent Contractor Professional Service Agreement between County of McLeod, through McLeod Environmental Services Department, with Kendell Kubasch, d/b/a Kubasch Excavating, LLC for Subsurface Sewage Treatment Systems services from July 5, 2022 through December 31, 2022. The McLeod County Attorney has been notified.

Recommended Action/Motion:
Consider approving an Independent Contractor Professional Service Agreement between McLeod County, through McLeod County Environmental Services, and Kendell Kubasch, doing business as Kubasch Excavating LLC, 2022 Subsurface Sewage Treatment Systems services from July 5, 2022, through December 31, 2022, with funds from the Environmental Services budget (01-609).

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping? \$ 0.00
Is this budgeted? Yes No
Fund & Department Number: 01-609 ex: 01-031

Additional Information Attached:
Contract/Agreement
Approved by County Attorney's Office: Yes No
Legally binding agreements must have County Attorney approval prior to submission.
Minutes of Relevant Meeting(s)
Number of Signed Documents: 1
Background Information, Handouts, Contracts, Agreements, Quotes, Bids, Invoices must be Attached

Board Action: (for use by Administrative Assistant)
Approved: Denied:
Tabled: No Action:
Email Administration Save Print

INDEPENDENT CONTRACTOR
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of McLeod, State of Minnesota, through McLeod County Planning & Zoning and Environmental Services Department, Hutchinson, MN hereafter referred to as the "Department or County" and Kendell Kubasch, d/b/a Kubasch Excavating Inc., hereafter referred to as the "Contractor".

RECITALS

WHEREAS, the County, through the Department, wishes to purchase the services of Contractor as the secondary inspector of new subsurface sewage treatment systems (septic systems); and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, through the Department, and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

The Contractor agrees to furnish services on behalf of the County during the period commencing July 5, 2022, and terminating December 31, 2022.

The Contractor shall be paid on a "per system" rate as set forth on Exhibit A.

2. SERVICES TO BE PROVIDED

The Contractor agrees to furnish services on behalf of the County as set forth on Exhibit B.

3. PAYMENT FOR SERVICES

Payment for services shall be made directly to the Contractor after completion of services and upon the presentation of a claim in the manner provided by law for payment of claims against the County.

If payment under this contract is dependent upon the availability of State or Federal funds and such funds are reduced or terminated, this contract may be renegotiated or terminated at the sole discretion of the County. In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

4. INDEPENDENT CONTRACTOR

That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of McLeod, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State Tax laws;

Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provides services identified herein;

Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf;

5. INDEMNIFICATION AND INSURANCE

The Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Contract.

Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this contract keep in force:

- a. Commercial General Liability Insurance Policy with minimum limits of \$1,500,000 combined single limit (CSL), with coverage pertaining to premises operations. In the event Combined Single Limits Coverage is not secured by the contractor, the following minimum limits apply:

\$1,500,000 Each Occurrence
\$1,500,000 Aggregate
\$ 5,000 Medical Expense

The policy should be written on an Occurrence basis and not a Claims-made basis.

- b. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.
- c. Professional Liability Insurance (when required) in the minimum amount of \$1,500,000 combined single limit (CSL). In the event Combined Single Limits Coverage is not secured by the contractor, the following minimum limits apply:

\$500,000 per Wrongful Act or Occurrence

\$1,500,000 Aggregate
- d. Excess Umbrella Liability Policy in the amount of \$1,500,000 will be additionally required if any of the above policies have lower limits than stated.
- e. Workers' Compensation Insurance as required by Minnesota statute.
- f. Prior to the effective date of this Contract, and as a condition precedent to this Contract, the Contractor will furnish the County with an original Certificate of Insurance listing the County as an "Additional Insured" in all coverage areas except Workers' Compensation.
- g. The following words must be on the certificate, "Thirty (30) days advance written notice of changes or cancellation of coverage will be given to the certificate holder." Any additional words such as "will endeavor to" or "failure to do so will impose no obligation" must be crossed off.

6. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

7. RECORDS-AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute 16C.05, Subd. 5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. MERGER AND MODIFICATION

It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

9. DEFAULT AND CANCELLATION

- a. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Contractor’s default is excused by the County, through the Department, the Department may, upon written notice to the Contractor’s representative, cancel this agreement in its entirety as indicated below.

- b. This Agreement may be cancelled with or without cause by either party upon thirty days written notice.
- c. Representatives for each of the parties to this contract are as listed below.

Contractor
Kendell Kubasch
d/b/a Kubasch Excavating, Inc.
Kendell Kubasch, President
210 6th Street North
Winsted, MN 55395
Phone: (320)485-2640

County (Department)
McLeod County Planning & Zoning
and Environmental Services
Marc Telecky, Director
1065 5th Avenue SE
Hutchinson, MN 55350
Phone: (320) 484-4342

10. SUBCONTRACTING AND ASSIGNMENT

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the Prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all Subcontractors.

11. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

12. HEALTH AND SAFETY

The contractor shall be solely responsible for the health and safety of its employees and subcontractors' employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all of the Contractor's employees, including those of all subcontractors, have received all of the training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act

(CERCLA), Uniform Fire Code and/or any other applicable health and safety regulations. The Contractor shall provide copies of the training records for staff who perform services in accordance with this Agreement at the request of the Department or County.

13. AUTHORITY

Contractor having signed this contract, and the McLeod County Board of Commissioners having duly approved this contract, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Approved as to form
and execution

County Attorney

Date: _____

COUNTY OF MCLEOD

By: _____
County Board Chair

By: _____
County Administrator

Date: _____

CONTRACTOR

Kendell Kubasch, d/b/a Kubasch
Excavating, Inc.

By: *Kendell Kubasch*
President

Date: June 24, 2022

Exhibit A
Cost

1. As compensation for inspection services of new subsurface sewage treatment systems (septic systems), Contractor shall receive \$225.00 per inspection not to exceed the sum of \$11,250 in the 2022 calendar year.
2. As compensation for soil verification services for the siting of new septic systems, Contractor shall receive \$175.00 per soil verification not to exceed the sum of \$8,750 in the 2022 calendar year.
3. As compensation for reviewing and issuing of new subsurface sewage treatment systems, Contractor shall receive \$150.00 per SSTS permit not to exceed the sum of \$7,500 in the 2022 calendar year.
4. For additional services, Contractor shall receive such compensation as is agreed between County and Contractor.

Exhibit B
Services to be Provided

1. Contractor agrees to provide the inspection services as hereinafter provided. To the extent the county is unable or unwilling to provide the services; the contractor will provide the services.
2. Contractor agrees to provide inspection services of new subsurface sewage treatment systems (SSTS or septic systems) in accordance with Minnesota State Statutes (M.S. §115.55 et. seq), Minnesota State Regulations (Rule 7080 et seq), and applicable county ordinances. (McLeod County SSTS Ordinance et. seq), as presented enacted, or as amended hereafter.
3. Contractor agrees to provide mentorship training services to McLeod County staff who are in the process of obtaining their SSTS licensure of inspection in accordance with Minnesota State Statutes (M.S. §115.55 et. seq), Minnesota State Regulations (Rule 7080 et seq), and applicable county ordinances (Minnesota County SSTS Ordinance et seq) as presented enacted, or as amended hereafter.
4. Contractor agrees only to use personnel who are licensed by the State of Minnesota.
5. Contractor shall provide such additional services as agreed to between County and Contractor.
6. Within the scope of this contract, Contractor shall attend County meetings as requested by the County, without additional compensation.
7. Contractor shall maintain adequate records regarding inspections and applications, together with other information deemed necessary by County and Contractor, and shall provide copies to County as requested.
8. Contractor will provide all necessary equipment and supplies to provide the services, and Contractor will not seek reimbursement from the County for out-of-pocket expenses including mileage.
9. Contractor agrees to abide by conflict of interest guidance set forth by the State of Minnesota, and must not inspect a system he installs and must not verify soils for his own designs.



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 07/05/2022

(Board meets the 1st and 3rd Tuesday after the first Monday of the Month)

Consent Agenda
Regular Agenda - Estimate Time Needed: 5 minutes
Approve/Deny Motion, Discussion/Presentation, Hold Public Hearing*, Direction Requested
Requested Agenda Time: Flexible

Submitted By: Marc Telecky, Director
Department: Environmental Services

Who will attend the meeting and be able to respond to questions if different from above?
Name and title:

Summary of Issue (include previous Board or Committee actions, applicable dates and copies of relevant Minutes):
Request for approval of Independent Contractor Professional Service Agreement between County of McLeod, through McLeod Environmental Services Department, with Kendell Kubasch, d/b/a Kubasch Excavating, LLC for Subsurface Sewage Treatment Systems services from July 5, 2022 through December 31, 2022. The McLeod County Attorney has been notified.

Recommended Action/Motion:
Consider approving an Independent Contractor Professional Service Agreement between McLeod County, through McLeod County Environmental Services, and Kendell Kubasch, doing business as Kubasch Excavating LLC, 2022 Subsurface Sewage Treatment Systems services from July 5, 2022, through December 31, 2022, with funds from the Environmental Services budget (01-609).

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping? \$ 0.00
Is this budgeted? Yes No
Fund & Department Number: 01-609 ex: 01-031

Additional Information Attached:
Contract/Agreement
Approved by County Attorney's Office: Yes No
Legally binding agreements must have County Attorney approval prior to submission.
Minutes of Relevant Meeting(s)
Number of Signed Documents: 1
Background Information, Handouts, Contracts, Agreements, Quotes, Bids, Invoices must be Attached

Board Action: (for use by Administrative Assistant)
Approved: Denied:
Tabled: No Action:
Email Administration Save Print

INDEPENDENT CONTRACTOR
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of McLeod, State of Minnesota, through McLeod County Planning & Zoning and Environmental Services Department, Hutchinson, MN hereafter referred to as the "Department or County" and Kendell Kubasch, d/b/a Kubasch Excavating Inc., hereafter referred to as the "Contractor".

RECITALS

WHEREAS, the County, through the Department, wishes to purchase the services of Contractor as the secondary inspector of new subsurface sewage treatment systems (septic systems); and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, through the Department, and the Contractor agree as follows:

1. **TERM AND COST OF THE AGREEMENT**

The Contractor agrees to furnish services on behalf of the County during the period commencing July 5, 2022, and terminating December 31, 2022.

The Contractor shall be paid on a "per system" rate as set forth on Exhibit A.

2. **SERVICES TO BE PROVIDED**

The Contractor agrees to furnish services on behalf of the County as set forth on Exhibit B.

3. **PAYMENT FOR SERVICES**

Payment for services shall be made directly to the Contractor after completion of services and upon the presentation of a claim in the manner provided by law for payment of claims against the County.

If payment under this contract is dependent upon the availability of State or Federal funds and such funds are reduced or terminated, this contract may be renegotiated or terminated at the sole discretion of the County. In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

4. INDEPENDENT CONTRACTOR

That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of McLeod, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State Tax laws;

Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provides services identified herein;

Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf;

5. INDEMNIFICATION AND INSURANCE

The Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Contract.

Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this contract keep in force:

- a. Commercial General Liability Insurance Policy with minimum limits of \$1,500,000 combined single limit (CSL), with coverage pertaining to premises operations. In the event Combined Single Limits Coverage is not secured by the contractor, the following minimum limits apply:

\$1,500,000 Each Occurrence
\$1,500,000 Aggregate
\$ 5,000 Medical Expense

The policy should be written on an Occurrence basis and not a Claims-made basis.

- b. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.
- c. Professional Liability Insurance (when required) in the minimum amount of \$1,500,000 combined single limit (CSL). In the event Combined Single Limits Coverage is not secured by the contractor, the following minimum limits apply:

\$500,000 per Wrongful Act or Occurrence

\$1,500,000 Aggregate
- d. Excess Umbrella Liability Policy in the amount of \$1,500,000 will be additionally required if any of the above policies have lower limits than stated.
- e. Workers' Compensation Insurance as required by Minnesota statute.
- f. Prior to the effective date of this Contract, and as a condition precedent to this Contract, the Contractor will furnish the County with an original Certificate of Insurance listing the County as an "Additional Insured" in all coverage areas except Workers' Compensation.
- g. The following words must be on the certificate, "Thirty (30) days advance written notice of changes or cancellation of coverage will be given to the certificate holder." Any additional words such as "will endeavor to" or "failure to do so will impose no obligation" must be crossed off.

6. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

7. RECORDS-AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute 16C.05, Subd. 5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. MERGER AND MODIFICATION

It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

9. DEFAULT AND CANCELLATION

- a. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Contractor’s default is excused by the County, through the Department, the Department may, upon written notice to the Contractor’s representative, cancel this agreement in its entirety as indicated below.

- b. This Agreement may be cancelled with or without cause by either party upon thirty days written notice.
- c. Representatives for each of the parties to this contract are as listed below.

Contractor
Kendell Kubasch
d/b/a Kubasch Excavating, Inc.
Kendell Kubasch, President
210 6th Street North
Winsted, MN 55395
Phone: (320)485-2640

County (Department)
McLeod County Planning & Zoning
and Environmental Services
Marc Telecky, Director
1065 5th Avenue SE
Hutchinson, MN 55350
Phone: (320) 484-4342

10. SUBCONTRACTING AND ASSIGNMENT

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the Prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all Subcontractors.

11. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

12. HEALTH AND SAFETY

The contractor shall be solely responsible for the health and safety of its employees and subcontractors' employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all of the Contractor's employees, including those of all subcontractors, have received all of the training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act

(CERCLA), Uniform Fire Code and/or any other applicable health and safety regulations. The Contractor shall provide copies of the training records for staff who perform services in accordance with this Agreement at the request of the Department or County.

13. AUTHORITY

Contractor having signed this contract, and the McLeod County Board of Commissioners having duly approved this contract, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Approved as to form
and execution

County Attorney

Date: _____

COUNTY OF MCLEOD

By: _____
County Board Chair

By: _____
County Administrator

Date: _____

CONTRACTOR

Kendell Kubasch, d/b/a Kubasch
Excavating, Inc.

By: *Kendell Kubasch*
President

Date: June 24, 2022

Exhibit A
Cost

1. As compensation for inspection services of new subsurface sewage treatment systems (septic systems), Contractor shall receive \$225.00 per inspection not to exceed the sum of \$11,250 in the 2022 calendar year.
2. As compensation for soil verification services for the siting of new septic systems, Contractor shall receive \$175.00 per soil verification not to exceed the sum of \$8,750 in the 2022 calendar year.
3. As compensation for reviewing and issuing of new subsurface sewage treatment systems, Contractor shall receive \$150.00 per SSTS permit not to exceed the sum of \$7,500 in the 2022 calendar year.
4. For additional services, Contractor shall receive such compensation as is agreed between County and Contractor.

Exhibit B
Services to be Provided

1. Contractor agrees to provide the inspection services as hereinafter provided. To the extent the county is unable or unwilling to provide the services; the contractor will provide the services.
2. Contractor agrees to provide inspection services of new subsurface sewage treatment systems (SSTS or septic systems) in accordance with Minnesota State Statutes (M.S. §115.55 et. seq), Minnesota State Regulations (Rule 7080 et seq), and applicable county ordinances. (McLeod County SSTS Ordinance et. seq), as presented enacted, or as amended hereafter.
3. Contractor agrees to provide mentorship training services to McLeod County staff who are in the process of obtaining their SSTS licensure of inspection in accordance with Minnesota State Statutes (M.S. §115.55 et. seq), Minnesota State Regulations (Rule 7080 et seq), and applicable county ordinances (Minnesota County SSTS Ordinance et seq) as presented enacted, or as amended hereafter.
4. Contractor agrees only to use personnel who are licensed by the State of Minnesota.
5. Contractor shall provide such additional services as agreed to between County and Contractor.
6. Within the scope of this contract, Contractor shall attend County meetings as requested by the County, without additional compensation.
7. Contractor shall maintain adequate records regarding inspections and applications, together with other information deemed necessary by County and Contractor, and shall provide copies to County as requested.
8. Contractor will provide all necessary equipment and supplies to provide the services, and Contractor will not seek reimbursement from the County for out-of-pocket expenses including mileage.
9. Contractor agrees to abide by conflict of interest guidance set forth by the State of Minnesota, and must not inspect a system he installs and must not verify soils for his own designs.



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 07/05/2022

(Board meets the 1st and 3rd Tuesday after the first Monday of the Month)

Consent Agenda
Regular Agenda - Estimate Time Needed: 5 minutes
Approve/Deny Motion
Hold Public Hearing*
Discussion/Presentation
Direction Requested
Requested Agenda Time: Flexible

Submitted By: John Brunkhorst
Department: Public Works/Parks

Who will attend the meeting and be able to respond to questions if different from above?
Name and title:

Summary of Issue (include previous Board or Committee actions, applicable dates and copies of relevant Minutes):
Consider approval of MnDOT Agreement 1050946 and corresponding Resolution 22-CB-36, which is a Donor and Recipient agreement to exchange federal funds on SP 43-070-023, CSAH 115/25 Roundabout project.
This agreement is for a fund exchange of \$360,000 between McLeod County and Wabasha County. Wabasha County will receive State Aid funds from McLeod County, and Wabasha County will give us Federal funds.
This is being done as a favor to Wabasha so they don't have to follow the federal process on their project, which is a cost savings.

Recommended Action/Motion:
Consider approving Minnesota Department of Transportation Agreement 1050946, a donor recipient agreement to exchange federal funds on State Project 43-070-023, County State Aid Highway 115/25 Roundabout project, and the corresponding Resolution 22-CB-36.

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping?
Is this budgeted? Yes No
Fund & Department Number: ex: 01-031

Additional Information Attached:
Contract/Agreement
Approved by County Attorney's Office: Yes No
Legally binding agreements must have County Attorney approval prior to submission.
Minutes of Relevant Meeting(s)
Background Information, Handouts, Contracts, Agreements, Quotes, Bids, Invoices must be Attached
Number of Signed Documents: 1

Board Action: (for use by Administrative Assistant)
Approved: Denied:
Tabled: No Action:
Email Cindy/Liz
Save
Print



STATE OF MINNESOTA

AGENCY AGREEMENT

for

EXCHANGE OF FEDERAL FUNDS FOR STATE AID FUNDS (RECIPIENT)

This agreement is entered into by and between McLeod County ("Recipient County") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Minnesota Statutes § 471.59, subd. 10, §162.031, §162.091, and Title 23 USC 133 authorizes the parties to enter into this Agreement; and
2. The Federal fund exchange program is a voluntary program which allows State Aid agencies, who have been selected to receive federal funds to trade them with other State Aid agencies for state aid funds; and
3. Recipient County is in need of Federal Funds for State Project Number (SP) 043- 070-023 in Fiscal Year 2023 and Recipient County is willing to transfer \$360,000.00 of State Aid Funds to Wabasha County ("Donor County"). In exchange Donor County under a separate agreement with MnDOT Contract Number 1040947: will make federal funds it received for SP 079-070-024 available to Recipient County. The federal funds for 079-070-024 are available in federal fiscal year 2023, and
4. MnDOT is willing to facilitate these transactions.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This agreement will be effective upon execution by Recipient County and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- 1.2. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 8. Liabilities and Claims; 9. State Audits; 10. Government Data Practices; and 12. Governing Law; Jurisdiction; Venue.

2. Recipient County's Duties

- 2.1. Prior to execution of this agreement, Recipient County filled out a fund exchange application and submitted it to MnDOT.
- 2.2. Recipient County receiving federal funds will complete the federal process to receive federal funds for SP 043-070-023 in accordance with all federal rules and regulations as well as the Delegated Contract Process ("DCP") Process as outlined in agency DCP contract agreement no. dcp(1030043) Payment provisions for federally eligible costs will be as stated herein.
- 2.3. Recipient County will pay any part of the cost or expense of the Project that is not paid by federal funds.

2.4. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1030043), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

- 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1030043), which is incorporated herein by reference.
- 3.2. MnDOT will approve fund exchange application and match Donor and Recipient projects.
- 3.3. MnDOT will complete documentation in for State Transportation Improvement Program ("STIP") modification to facilitate the fund exchange.
- 3.4. MnDOT will do all work necessary to request authorization of federal funds for Recipient County **once all preconstruction requirements are completed per the DCP Process.**
- 3.5. MnDOT will act as an agent to transfer \$360,000.00 in federal funds from Donor County to Recipient County's project 043-070-023. MnDOT will act as an agent to transfer \$360,000.00 in State Aid Funds from Recipient County to Donor County for project 079-070-024. These transfers will occur on or about February 2, 2023 or sooner if 2023 federal fund obligation authority is available.
- 3.6. MnDOT is executing a separate MnDOT Contract Number 1050947 with Donor County to complete the transfer of funds.

4. Time

- 4.1. The Recipient County must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence
- 4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Recipient County must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

5. Payment

- 5.1. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
- 5.2. The Local Government will make requests for reimbursement in accordance with the payment provisions in MnDOT Contract Number dcp(1030043), which is incorporated by reference, and will comply with the requirements of 2 CFR Part 200.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Rachel Broughton, or their successor.

Title: State Aid, Special Projects

Phone: 612-427-3907

Email: rachel.broughton@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Recipient County's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Recipient County's Authorized Representative is:

Name: John Brunkhorst, or their successor.

Title: County Engineer/Public Works Director

Phone: 320-484-4321

Email: john.brunkhorst@co.mcleod.mn.us

If the Recipient County's Authorized Representative changes at any time during this agreement, the Recipient County will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a

minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

- 9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 9.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.
- 10. Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
- 11. Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
- 12. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 13. Termination; Suspension**
- 13.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 13.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
- 13.3.1. Funding is not obtained from the Minnesota Legislature; or
- 13.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 13.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government

shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

- 14. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 15. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 16. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that 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 will contain provisions by which 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, will, 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, will, 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 of Minnesota, or any county, city, town, township, school, school district or any other person authorized to 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 Agreement.
- 17. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 17.1.1. Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 17.1.2. Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 17.1.3. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive

Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 17.1.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 17.1.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 17.1.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 17.1.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards,

orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 17.1.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 17.1.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 17.1.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 17.1.11. **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.
- 17.2. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 17.3. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.
- 17.4. **Federal Funding Accountability and Transparency Act (FFATA).**
- 17.4.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.
- a. Reporting of Total Compensation of the Local Government's Executives.

- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
- i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

17.4.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

17.4.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

17.4.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

17.4.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be

obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

MCLEOD COUNTY

McLeod County certifies that the appropriate person(s) have executed the contract on behalf of McLeod County as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



McLeod County Board of Commissioners

520 Chandler Avenue North, Glencoe, Minnesota 55336 – (320) 864-5551 – Fax (320) 864-1809

COMMISSIONER NATHAN SCHMALZ

1st District
Phone (320) 282-9647
19906 Cable Avenue
Lester Prairie, MN 55354
Nathan.Schmalz@co.mcleod.mn.us

COMMISSIONER DOUG KRUEGER

2nd District
Phone (612) 756-2855
9525 County Road 2
Glencoe, MN 55336
Doug.Krueger@co.mcleod.mn.us

COMMISSIONER PAUL WRIGHT

3rd District
Phone (320) 583-8584
15215 County Road 7
Hutchinson, MN 55350
Paul.Wright@co.mcleod.mn.us

COMMISSIONER DARYL LUTHENS

4th District
Phone (612) 281-4840
18967 Nickel Avenue
Hutchinson, MN 55350
Daryl.Luthens@co.mcleod.mn.us

COMMISSIONER JOE NAGEL

5th District
Phone (320) 587-8693
20849 196th Road
Hutchinson, MN 55350
Joseph.Nagel@co.mcleod.mn.us

COUNTY ADMINISTRATOR

Sheila Murphy
Phone (320) 864-1320
520 Chandler Avenue North
Glencoe, MN 55336
Sheila.Murphy@co.mcleod.mn.us

**RESOLUTION 22-CB-36
EXCHANGE OF FEDERAL FUNDS FOR STATE AID FUNDS WITH WABASHA COUNTY
AGREEMENT 1050946**

WHEREAS, in an effort to increase efficiency and lower costs for Counties, McLeod County and Wabasha County desire to exchange federal funds on upcoming safety projects.

NOW, THEREFORE BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the Recipient McLeod County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Board Chairman and County Administrator are hereby authorized and directed for and on behalf of the Recipient McLeod County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1050946,” a copy of which said agreement was before the County Board and which is made a part hereof by reference.

	Nagel	Krueger	Luthens	Wright	Schmalz
Yes					
No					
Abstain					
Absent					

STATE OF MINNESOTA
OFFICE OF COUNTY ADMINISTRATION
COUNTY OF MCLEOD

I, Sheila Murphy, Administrator of the County of McLeod do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by the County of McLeod at a duly authorized meeting thereof held on the 5th day of July, 2022.

Sheila Murphy, County Administrator



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 07/05/2022

(Board meets the 1st and 3rd Tuesday after the first Monday of the Month)

Consent Agenda
Regular Agenda - Estimate Time Needed: 5 minutes
Approve/Deny Motion
Hold Public Hearing*
Discussion/Presentation
Direction Requested
Requested Agenda Time: Flexible

Submitted By: John Brunkhorst
Department: Public Works/Parks

Who will attend the meeting and be able to respond to questions if different from above?
Name and title:

Summary of Issue (include previous Board or Committee actions, applicable dates and copies of relevant Minutes):
Consider authorizing design and bid solicitation for a new highway maintenance vehicle storage facility in Glencoe, not to exceed \$1,800.00.
Once design is done and bids/quotes have been received the Board will authorize moving forward with construction phase of project.

Recommended Action/Motion:
Consider authorizing design and bid solicitation for a new highway maintenance vehicle storage facility in Glencoe, at a cost not to exceed \$1,800.00, with funds from the Designated for Capital Assets budget (25-807).

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping? \$ 1,800.00
Is this budgeted? Yes No
Fund & Department Number: 25-807 ex: 01-031

Additional Information Attached:
Contract/Agreement
Minutes of Relevant Meeting(s)
Background Information, Handouts, Contracts, Agreements, Quotes, Bids, Invoices must be Attached
Approved by County Attorney's Office: Yes No
Number of Signed Documents: 0

Board Action: (for use by Administrative Assistant)
Approved: Denied:
Tabled: No Action:
Email Cindy/Liz Save Print



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 07/05/2022

(Board meets the 1st and 3rd Tuesday after the first Monday of the Month)

Consent Agenda
Regular Agenda - Estimate Time Needed: 5 minutes
Approve/Deny Motion
Hold Public Hearing*
Requested Agenda Time: Flexible

Submitted By: John Brunkhorst
Department: Public Works/Parks

Who will attend the meeting and be able to respond to questions if different from above?
Name and title:

Summary of Issue (include previous Board or Committee actions, applicable dates and copies of relevant Minutes):
Consider agreement B133 with Rice Companies Inc., Sauk Rapids, Minnesota, for architectural and engineering services for the design of a 9,000-square-foot, pre-engineered metal building for a new highway maintenance vehicle storage facility in Glencoe. Compensation is based on 3% of owner's budget for Cost of Work, not to exceed \$54,000.00.
This contract and the corresponding documents are in draft format and being reviewed by County Attorney Michael Junge. If the Board approves, Public Works and Rice Companies will prepare final documents to be signed.

Recommended Action/Motion:
Consider approving agreement B133 with Rice Companies Inc. (Sauk Rapids, Minnesota) for architectural and engineering services for the design of a 9,000-square-foot, pre-engineered metal building, at a cost based on 3% of the owners budget for cost of work, not to exceed \$54,000.00, with funds from the Designated for Capital Assets budget (25-807).

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping? \$ 54,000.00
Is this budgeted? Yes No
Fund & Department Number: 25-807 ex: 01-031

Additional Information Attached:
Contract/Agreement
Approved by County Attorney's Office: Yes No
Legally binding agreements must have County Attorney approval prior to submission.
Minutes of Relevant Meeting(s)
Number of Signed Documents: 1
Background Information, Handouts, Contracts, Agreements, Quotes, Bids, Invoices must be Attached

Board Action: (for use by Administrative Assistant)
Approved: Denied:
Tabled: No Action:
Email Cindy/Liz
Save
Print

DRAFT AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

«McLeod County»«»
«520 Chandler Ave. N.
Glencoe, MN 55336»
«Telephone Number: 320-864-1320»
«»

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

«Rice Companies, Inc.»«», Subchapter S Corporation»
«1019 Industrial Drive S.
Sauk Rapids, MN 56379»
«Telephone Number: 320-252-0404»
«»

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

«GATS Facility»
«Glencoe, MN»
«9,000 sq. ft. PEMB building for a highway maintenance vehicle storage facility at 303
13th St. West, Glencoe, MN »

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

«Rice Companies, Inc.»«», Subchapter S Corporation»
«1019 Industrial Drive S.
Sauk Rapids, MN 56379»
«Telephone Number: 320-252-0404»
«»

The Owner and Architect agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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- 12 SPECIAL TERMS AND CONDITIONS
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« McLeod County intends to construct a new pre-engineered metal building (PEMB) with an approximate size of 9,000 SF to house highway maintenance vehicles at 303 13th St. West, Glencoe, MN. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« see 1.1.1 »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« TBD »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

«TBD »

- .2 Construction commencement date:

« TBD »

.3 Substantial Completion date or dates:

«TBD »

.4 Other milestone dates:

«TBD »

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- [**«X»**] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- [**« »**] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

« To be determined »

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

«In accordance with applicable laws »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

« John Brunkhorst
McLeod County Engineer/Public Works Director
320.484.4321
John.brunkhorst@co.mcleod.mn.us »

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

«To be determined »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

«Rice Companies »

- .2 Land Surveyor:

«TBD »« »

« »
« »
« »
« »

- .3 Geotechnical Engineer:

«TBD »« »

« »
« »
« »
« »

- .4 Civil Engineer:

«TBD »« »

« »
« »
« »
« »

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

« TBD »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

«Don Larsen»
«1019 Industrial Drive S.
Sauk Rapids, MN 56379»
«Telephone Number: 320-252-0404»
«»
«»
«Email Address: Don.Larsen@RiceCompanies.com»

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

« »« »

« »
« »
« »
« »

<< >>

.2 Mechanical Engineer:

<< >><< >>
<< >>
<< >>
<< >>
<< >>

.3 Electrical Engineer:

<< >><< >>
<< >>
<< >>
<< >>
<< >>

§ 1.1.12.2 Consultants retained under Supplemental Services:

<< >>

§ 1.1.13 Other Initial Information on which the Agreement is based:

<< >>

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than «one million five hundred thousand» (\$ «1,500,000.00 ») for each occurrence and «three million » (\$ «3,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «one million five hundred thousand » (\$ «1,500,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than «one million five hundred thousand » (\$ «1,500,000.00 ») each accident, «one million » (\$ «1,000,000.00 ») each employee, and «one million » (\$ «1,000,000.00 ») policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than «2 million » (\$ «2,000,000.00 ») per claim and «2 million » (\$ «2,000,000.00 ») in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager,

and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means,

methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)



Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Owner
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Owner
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Architect
§ 4.1.1.13 Cost estimating	Owner
§ 4.1.1.14 On-site project representation	Owner
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Architect
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«TBD »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate.

The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and

its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«zero »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«zero »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value)

«three » («3.00 ») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«zero »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«\$155 per hour »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« » %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«ten »	percent («10 »	%)
Design Development Phase	«ten »	percent («10 »	%)
Construction Documents Phase	«sixty »	percent («60 »	%)
Construction Phase	«twenty »	percent («20 »	%)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

«\$155 per hour »

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «three » percent («3.00 » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «ten thousand » (\$ «10,000.00 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «30 » («thirty ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

«18 » % «per annum »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

«TBD »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER (Signature)

«Doug Krueger, County Board Chair»
(Printed name and title)

ARCHITECT (Signature)

«Don Larsen»«, Architect»
(Printed name, title, and license number, if required)



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 07/05/2022

(Board meets the 1st and 3rd Tuesday after the first Monday of the Month)

Consent Agenda
Regular Agenda - Estimate Time Needed: 5 minutes
Approve/Deny Motion
Hold Public Hearing*
Discussion/Presentation
Direction Requested
Requested Agenda Time: Flexible

Submitted By: John Brunkhorst
Department: Public Works/Parks

Who will attend the meeting and be able to respond to questions if different from above?
Name and title:

Summary of Issue (include previous Board or Committee actions, applicable dates and copies of relevant Minutes):
Consider agreement A133 with Rice Companies Inc., Sauk Rapids, Minnesota, for construction management services for the new highway shop in Glencoe. This allows Rice Companies to solicit bids and establish a guaranteed maximum price (GMP). Compensation based on 3.5% of final contract amount, which is determined at a later date when GMP is established.
The contract and corresponding documents are in draft format and being reviewed by County Attorney Michael Junge. If the Board approves, Public Works and Rice Companies will prepare final documents to be signed.

Recommended Action/Motion:
Consider approving agreement A133 with Rice Companies Inc. (Sauk Rapids, Minnesota) for construction management services for the new highway shop, at a cost of 3.5% of the final contract amount, which is determined at a later date when the guaranteed maximum price (GMP) is established, with funds from the Designated for Capital Assets budget (25-807).

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping?
Is this budgeted? Yes No
Fund & Department Number: 25-807 ex: 01-031

Additional Information Attached:
Contract/Agreement
Approved by County Attorney's Office: Yes No
Legally binding agreements must have County Attorney approval prior to submission.
Minutes of Relevant Meeting(s)
Number of Signed Documents: 1
Background Information, Handouts, Contracts, Agreements, Quotes, Bids, Invoices must be Attached

Board Action: (for use by Administrative Assistant)
Approved: Denied:
Tabled: No Action:
Email Cindy/Liz
Save
Print

DRAFT AIA® Document A133™ - 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

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

«McLeod County»«»
«520 Chandler Ave. N.
Glencoe, MN 55336»
«Telephone Number: 320-864-1320»
«»

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

«Rice Companies, Inc.»«», Subchapter S Corporation»
«1019 Industrial Drive S.
Sauk Rapids, MN 56379»
«Telephone Number: 320-252-0404»
«»

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

«McLeod County Highway Maintenance Vehicle Storage Facility»
«Glencoe, MN»
«9,000 sq. ft. PEMB building for a highway maintenance vehicle storage facility at 303
13th St. West, Glencoe, MN »

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

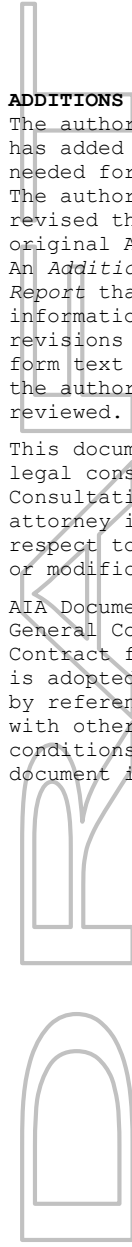
«Rice Companies, Inc.»«», Subchapter S Corporation»
«1019 Industrial Drive S.
Sauk Rapids, MN 56379»
«Telephone Number: 320-252-0404»
«»

The Owner and Construction Manager agree as follows.

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

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

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«9,000 sq. ft. PEMB building to house 3-4 snow plows, mowers, pickups and/or other misc. equipment. Building will include restrooms, small locker room space and a crew room. HVAC will include heating, cooling and any ventilation and make up air per code. Site work will include utilities, parking, driveways and landscaping. »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

« »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

«John Brunkhorst, McLeod County Engineer/PW Director»
«1400 Adams Street SE
Hutchinson, MN 55350
«Telephone Number: 320-484-4321»
«email: john.brunkhorst@co.mcleod.mn.us»
«»
«»

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

« »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:

« »

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

«Don Larsen»
«1019 Industrial Drive S.
Sauk Rapids, MN 56379»
«Telephone Number: 320-252-0404»
«»
«»
«Email Address: Don.Larsen@RiceCompanies.com»

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

«Chris Schuver»
«3301 11th St. E.
Glencoe, MN 55336»
«Telephone Number: 320-252-0404»
«»
«»
«»

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

« »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« »

§ 1.1.15 Other Initial Information on which this Agreement is based:

<< >>

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of

services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any

insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Exhibit C attached »

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «30 » («thirty ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

«18 » % «per annum »

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«3.5% of the final contract amount »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«Any change orders will incur the 3.5% construction managers fee »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

«To Be Determined »

§ 6.1.7 Other:

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

« »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

«See Exhibit C attached »

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction

Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

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

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «5th » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «25th » day of the «same month » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «40 » («forty ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, receipted invoices or invoices and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«5% (five percent) »

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

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§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

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§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

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§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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

«18 » % «per annum »

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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

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§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[] Arbitration pursuant to Article 15 of AIA Document A201–2017

[] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3** Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

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

« »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than «one million five hundred thousand » (\$ «1,500,000.00 ») for each occurrence and «three million » (\$ «3,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than «one million five hundred thousand » (\$ «1,500,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than «one million five hundred thousand » (\$ «1,500,000.00 ») each accident, «five hundred thousand » (\$ «500,000.00 ») each employee, and «one million five hundred thousand » (\$ «1,500,000.00 ») policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than «2 million » (\$ «2,000,000.00 ») per claim and «4 million » (\$ «4,000,000.00 ») in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

« »

§ 14.5 Other provisions:

« »

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction

« »

- .6 Other Exhibits:
(Check all boxes that apply.)

[« »]

«Exhibit C »

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

Document	Title	Date	Pages

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

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

OWNER (Signature)

«Doug Krueger, County Board Chair»

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Chris Schuver»«, CFO»

(Printed name and title)

DRAFT AIA® Document A133™ - 2019

Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

«McLeod County Highway Maintenance Vehicle Storage Facility»
«Glencoe, MN»
«9,000 sq. ft. PEMB building for a highway maintenance vehicle storage facility at 303
13th St. West, Glencoe, MN »

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

«McLeod County»«»
«520 Chandler Ave. N.
Glencoe, MN 55336»

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«Rice Companies, Inc.»«», Subchapter S Corporation»
«1019 Industrial Drive S.
Sauk Rapids, MN 56379»

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- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

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

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

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

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

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§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ B.2.3 Required Property Insurance

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

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

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

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

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

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

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure

against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

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

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

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

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

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

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

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

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

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

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

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

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

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

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

§ B.3.2 Construction Manager's Required Insurance Coverage

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

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «one million five hundred thousand » (\$ «1,500,000.00 ») each occurrence, «three million » (\$ «3,000,000.00 ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

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

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

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

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than «one million five hundred thousand » (\$ «1,500,000.00 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than «one million five hundred thousand » (\$ «1,500,000.00 ») each accident, «one million » (\$ «1,000,000.00 ») each employee, and «one million » (\$ «1,000,000.00 ») policy limit.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional

services, with policy limits of not less than «2 million » (\$ «2,000,000.00 ») per claim and «2 million » (\$ «2,000,000.00 ») in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [« »] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

- [« »] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

- [« »] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [« »] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- [«X »] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by

the Construction Manager and used on the Project, including scaffolding and other equipment.

[« »] **§ B.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	TBD
Performance Bond	TBD

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »



ARCHITECTURAL
 CONSTRUCTION
 MANAGEMENT
 FIELD SERVICES
 REAL ESTATE
 MAINTENANCE
 DEVELOPMENT

June 29, 2022

A133 - Exhibit C

John Brunkhorst
 County Engineer / Public Works Director
 McLeod County Public Works
 1400 Adams Street SE
 Hutchinson, MN 55350

RE: McLeod County Highway Maintenance Vehicle Storage Facility
 General conditions and hourly rates for assigned staff

General Conditions

Item	Cost
Telephone	\$150/mnth
Vehicles	\$750 / mnth
Procore (web-based PM software)	\$400 / mnth
Web Cam	\$575 / mnth
Rough Terrain Forklift	\$2,900 / mnth
Construction Field Office	\$350 / mnth
Temp Fencing	\$7.50 / lnft
Skid Loader	\$1,500 / mnth
Dumpsters	\$485 / each
Temporary Toilets	\$150 / mnth (each)
Temporary Sanitization Station	\$150 / mnth (each)

Hourly Rates

Item	Cost
Project Manager	\$95/ hr
Estimator	Inc. in Fee
Superintendent	\$95 / hr
Contract Administrator	\$65 / hr
Safety Manager	\$75 / hr
Foreman	\$72 / hr
Carpenter II	\$67 / hr
Carpenter I	\$30/ hr
Carpenter Assistant	\$55/ hr



320.252.0404 | RICECOMPANIES.COM
 1019 Industrial Drive S | Sauk Rapids, MN 56379
 3301 11th St E | Glencoe, MN 55336
 150 St. Andrews Ct Suite 510 | Mankato, MN 56001
 4141 38th St SW Suite 1-E | Fargo, ND 58104

DRAFT AIA® Document A201® - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«McLeod County Highway Maintenance Vehicle Storage Facility»
«Glencoe, MN»

THE OWNER:

(Name, legal status and address)

«McLeod County»«»
«520 Chandler Ave. N.
Glencoe, MN 55336»

THE ARCHITECT:

(Name, legal status and address)

«Rice Companies, Inc.»«», Subchapter S Corporation»
«1019 Industrial Drive S.
Sauk Rapids, MN 56379»

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 damage to the Owner or a Separate Contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.





Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 07/05/2022

(Board meets the 1st and 3rd Tuesday after the first Monday of the Month)

Consent Agenda
Regular Agenda - Estimate Time Needed: 5 minutes
Approve/Deny Motion
Hold Public Hearing*
Requested Agenda Time: Flexible

Submitted By: John Brunkhorst
Department: Public Works/Parks

Who will attend the meeting and be able to respond to questions if different from above?
Name and title:

Summary of Issue (include previous Board or Committee actions, applicable dates and copies of relevant Minutes):
Consider authorizing Public Works to solicit quotes to obtain soil borings for Glencoe highway shop.

Recommended Action/Motion:
Consider authorizing Public Works to solicit quotes to obtain soil borings for the Glencoe highway shop, at a cost not to exceed \$20,000.00, with funds from the Designated for Capital Assets budget (25-807).

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping? \$ 20,000.00
Is this budgeted? Yes No
Fund & Department Number: 25-807 ex: 01-031

Additional Information Attached:
Contract/Agreement
Minutes of Relevant Meeting(s)
Background Information, Handouts, Contracts, Agreements, Quotes, Bids, Invoices must be Attached
Approved by County Attorney's Office: Yes No
Number of Signed Documents: 0

Board Action: (for use by Administrative Assistant)
Approved: Denied:
Tabled: No Action:
Email Cindy/Liz
Save
Print