

# FAIRMONT CITY COUNCIL AGENDA

Monday, September 25, 2023, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
  - 4.1 Quarterly Employee Years of Service Recognition (03)
  - 4.2 Fairmont Hockey Association Presentation (04)
5. **Mayor's Update** (05)
6. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (06)
7. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
  - A. **Minutes**
    - 7.A.1 Regular Meeting, September 11, 2023 (07)
  - B. **Check Registers**
    - 7.B.1 September Accounts Payable (10)
  - C. **Other**
    - 7.C.1 Event Permit – Fairmont Jr.-Sr. High School, FHS Homecoming Parade, September 30, 2023 (11)
    - 7.C.2 Event Permit – Indulge, Adventure Bowls, October 27, 2023 (14)
8. **Public Hearings**
9. **Old Business**

<b>10.</b>	<b>New Business</b>	
10.1	2023 Improvement Project-Declaring Costs for the 2023 Improvement Project and Ordering the Assessment Roll to be Prepared	(17)
10.2	2023 Improvement Project-Calling for Public Hearing on Proposed Assessments	(20)
10.3	ARPA Funds Received	(26)
10.4	Approval of the Contract for the Bandshell Roof Replacement	(29)
10.5	Approve Employment Agreement with Jeff O’Neil	(93)
<b>11.</b>	<b>Council Discussion</b>	
11.1	City Administrator, Interim City Administrator Search Update	(104)
<b>12.</b>	<b>Staff/Liaison Reports</b>	
A.	<b>Public Works</b>	
B.	<b>Finance</b>	
C.	<b>City Administrator</b>	
D.	<b>Mayor/Council</b>	
	Hasek – PUC	
	Kawecki – Library	
	Lubenow – HRA, Park Board	
	Maynard – Airport	
	Miller – CER	
<b>13.</b>	<b>Adjournment</b>	



Fairmont City Council  
September 25, 2023

Agenda Item: 4.1

**From:** Patricia J. Monsen, City Clerk  
**To:** Mayor and City Council

**Subject:** Quarterly Employee Years of Service Recognition

**Policy/Action Requested:** Recognition of employees for years of service.

**Vote Required:** \_\_\_ Simple Majority      \_\_\_ Roll Call

**Recommendation:**

**Overview:** The City would like to recognize the following employees for their years of service:

- Randall Martin, Street Department – 15 years
- Michael Hunter, Police Department – 25 years

**Budget Impact:** N/A

**Attachments:**

\*\*\*\*\*

Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



Fairmont City Council  
September 25, 2023

Agenda Item: 4.2

**From:** Mayor Lee C. Baarts  
**To:** Mayor and City Council

**Subject:** Presentation by Fairmont Hockey Association

**Policy/Action Requested:** Information Only

**Vote Required:** \_\_\_\_ Simple Majority      \_\_\_\_ Roll Call

**Recommendation:**

**Overview:** Members of the Fairmont Hockey Association will be giving a presentation.

**Budget Impact:** N/A

**Attachments:** N/A

\*\*\*\*\*  
Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



---

Fairmont City Council  
September 25, 2023

Agenda Item: 5

---

**From:** Mayor Baarts  
**To:** Mayor and City Council  
**Subject:** Mayor's Update

---

**Budget Impact:** N/A

**Attachments:** N/A

\*\*\*\*\*

Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

---

**C I T Y O F L A K E S**

---



Fairmont City Council  
September 25, 2023

Agenda Item: 6

**From:** City Administration  
**To:** Mayor and City Council

**Subject:** Public Discussion/Comment

**INDIVIDUAL COMMENTS ARE LIMITED TO 3 MINUTES**

**Overview:** Prior to regular business, is there any public discussion/comment?

**Budget Impact:** N/A

**Attachments:** N/A

\*\*\*\*\*

Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



Fairmont City Council  
September 25, 2023

Agenda Item: 7.A.1

**From:** Patricia J. Monsen, City Clerk  
**To:** Mayor and City Council

**Subject:** Council Minutes from Regular Meeting on September 11, 2023

**Policy/Action Requested:** To Approve City Council Minutes from September 11, 2023

**Vote Required:**  Simple Majority       Roll Call

**Recommendation:** Approval

**Overview:**

**Budget Impact:** N/A

**Attachments:** City Council Minutes Regular Meeting, September 11, 2023

\*\*\*\*\*

Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

The minutes of the Fairmont City Council meeting held on Monday, September 11, 2023, at the City Hall Council Chambers.

Mayor Lee Baarts called the meeting to order at 5:30 p.m.

Council Members Wayne Hasek, Britney Kawecki, Randy Lubenow, Jay Maynard and Michele Miller were present. Also in attendance: Finance Director Paul Hoye, Director of Public Works/Utilities Matthew York, City Clerk Patricia J. Monsen, Police Chief Mike Hunter, Economic Development Coordinator Ned Koppen, Airport Manager Lee Steinkamp and City Attorney Cara Brown.

Council Member Maynard made a motion to approve the agenda as presented. Council Member Miller seconded the motion and the motion carried.

Mayor Baarts shared events happening in the next two weeks in Fairmont. He also shared that he received a letter from the Minnesota Board of Peace Officer Standards and Training that the Fairmont Police Department passed the POST training and policy compliance audit. Mayor Baarts thanked Chief Hunter and the Police Department.

During Open Discussion, Brian Meade requested an opt out program concerning the new water and electric meter installation project. Rin Porter asked the council to fund a Human Rights Commission in the 2024 budget. Garth Carlson from Carlson Walters Group spoke of the economic loss the city has suffered due to delaying his project to build a campground.

Council Member Maynard made a motion to approve the consent agenda. Council Member Miller seconded the motion and the motion carried. Items on the consent agenda were: Minutes from the August 28, 2023, City Council meeting; Event Permit for Fairmont Christian Church to hold Harvest Hustle 5K on September 17, 2023; Event Permit for Rann and Wecoverly to hold Mobilize Recovery Day of Service on September 30, 2023; Event Permit for Woodland Witches to hold Woodland Halloween Event on October 31, 2023; Authorize the purchase of a Jeep Wrangler for the Park Department; and Public Comment Rules and Procedures for Commission and Board Meetings.

Council Member Lubenow made a motion to approve the 2024 Joint Powers Agreement with Minnesota River Valley Dug Task Force. Council Member Hasek seconded the motion and the motion carried.

Council Member Maynard made a motion to approve an Airport Layout Plan/Master Plan Update Project and granting permission for the Mayor and City Clerk to sign the agreement with KLJ Engineering Services in an amount not to exceed \$436,723.55. Council Member Miller seconded the motion and the motion carried.

Council Member Miller made a motion to approve the Development Agreement with Midwest Shop Condos, LLC. Council Member Maynard seconded the motion and the motion carried.

Hoye presented the 2024 proposed budget and tax levy. Council Member Miller made a motion to approve **Resolution 2023-29**, adopting the proposed budget for 2024. Council Member Hasek seconded the motion. After discussion, Council Member Lubenow made a motion to amend the budget to include \$2,500 for a Human Rights Commission. Council Member Kawecki seconded the motion. On roll call

vote: Council Members Kawecki and Lubenow voted aye. Council Members Hasek, Maynard and Miller voted no. Mayor Baarts declared said motion failed. For the original motion by Council Member Miller to approve **Resolution 2023-29**, adopting the proposed budget for 2024 , on roll call vote: Council Members Hasek, Maynard and Miller voted aye. Council Members Kawecki and Lubenow voted nay. Mayor Baarts declared said motion passed. Council Member Maynard made a motion to approve **Resolution 2023-28**, adopting the proposed tax levy for 2024. Council Member Miller seconded the motion and the motion passed.

Mayor Baarts reported that he has been talking with a potential Interim City Administrator and that he will hopefully be bringing back a contract soon for council approval. The search for a City Administrator has been put on hold by GovHR to see if the city can hire an interim.

York reported that the street projects are finishing up. City Wide cleanup will be tomorrow and Saturday. He also reminded citizens that if they have not got their water and electric meters changed out yet, they need to call the city immediately to make arrangements to do so.

Council Member Hasek reported that the Board of Zoning Appeals heard variance requests from two residents, and both were granted. Council Member Miller reported that FEDA approved a resolution to purchase the property on County Road 39. They discussed the Development Agreement with Midwest Shop Condos, LLC, the new Tire Service Center and Whitetail Ridge Development.

A motion was made by Council Member Maynard, seconded by Council Member Miller and carried to adjourn the meeting at 7:08 p.m.

---

Lee C. Baarts, Mayor

ATTEST:

---

Patricia J. Monsen, City Clerk



Fairmont City Council  
September 25, 2023

Agenda Item: 7.B.1

**From:** Paul Hoyer, Finance Director  
**To:** Mayor and City Council

**Subject:** Accounts Payable September 2023

**Policy/Action Requested:** To approve accounts payable for September 2023.

**Vote Required:**  Simple Majority       Roll Call

**Recommendation:** Approval of the payment of the September 2023 bills.

**Overview:**

**Budget Impact:** N/A

**Attachments:** September 2023 Bills – Attached at the end of the Council Agenda

\*\*\*\*\*  
Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



Fairmont City Council  
September 25, 2023

Agenda Item: 7.C.1

**From:** Patricia J. Monsen, City Clerk  
**To:** Mayor and City Council

**Subject:** Event Permit – FHS Homecoming Parade, September 30, 2023

**Policy/Action Requested:** Motion to approve the Event Permit for the Fairmont Jr.-Sr. High School to hold the FHS Homecoming Parade on September 30, 2023

**Vote Required:**  Simple Majority       Roll Call

**Recommendation:** Approval

**Overview:** The Fairmont Jr. Sr. High School has made an application for an Event Permit to hold the FHS Homecoming Parade on September 30, 2023.

**Budget Impact:** N/A

**Attachments:** Event Permit Application

\*\*\*\*\*  
Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



# EVENT APPLICATION/PERMIT

This form must be filed with the City at least thirty (30) days in advance of the event. The City will review the application in accordance with the permitting process outlined in the City Code, Chapter 18. Attach additional sheets, maps, etc. if necessary. For events which include overnight camping a separate addendum must be included with the event application.

Date: 8/30/23

Permit Fee: \$15.00

Event: FHS Homecoming Parade

Sponsoring entity: Fairmont Jr.-Sr. High School

Address: 900 Johnson Street

Maximum estimated number of persons expected to attend at any one time: \_\_\_\_\_

Event coordinator(s): Melinda Chambers

Contact Info: (507) 235-4221 Phone #

Chambers.melinda@ops.fairmont.k12.mn.us E-mail

Primary contacts (during event):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Cell#: \_\_\_\_\_

Cell#: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Event Start: Day/Date Friday, Sept. 30, 2023 Time: \_\_\_\_\_

Event End: Day/Date Friday, Sept. 30, 2023 Time: \_\_\_\_\_

Setup: Day/Date \_\_\_\_\_ Start time: \_\_\_\_\_ End Time: \_\_\_\_\_

Teardown: Day/Date \_\_\_\_\_ Start time: \_\_\_\_\_ End Time: \_\_\_\_\_

1. Type and description of the event and a list of all activities to take place at the event.

FHS Homecoming Parade - All school sports & activities  
will be marching in the parade  
along w/ the Homecoming Court

2. Proposed location of event, including a site plan or diagram of the proposed area to be used showing the location of any barricades, perimeter/security fencing, fire extinguishers, safety or first aid stations, entertainment, stages, restrooms or portable toilets, parking areas, ingress and egress routes, signs, special lighting, trash containers and any other items related to the event.

Downtown Fairmont  
Starting point begins at Ward Park and ends corner of  
5th Downtown Plaza.

3. Will outside drinking water or waste collection systems be supplied?  Yes;  No  
 If yes, supply public health plans, including the number of toilet facilities that will be available.

4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter.  Yes;  No  
 If yes, provide the written plans.

*Police Dept. will manage traffic control*

5. Will organizers allow outside food wagon/vendors at the event?  Yes;  No  
 If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.

6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex):  Yes;  No  
 If yes, event coordinator must complete temporary overnight camping permit and submit payment.

7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments?  Yes;  No  
 If yes, please describe: FHS marching band

8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns?  Yes;  No  
 If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).

9. Will you be providing shuttle service?  Yes;  No  
 If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

I affirm that I am authorized to execute this application on behalf of the applicant and that the statements contained therein are true and correct to the best of my knowledge. If the special event requires special services provided by the City of Fairmont, the applicant agrees to indemnify, defend and hold the City of Fairmont, its officials, employees, and agents harmless from any claim that arises in whole or in part out of the special event, except any claims arising solely out of the negligent acts or omissions of the City of Fairmont, its officials, employees and agents. The applicant agrees to pay all fees and meet all City Code requirements.

Signature [Signature] Title Student Council Advisor Date 9/10/23

If you would like your event published on the City's website/Community Calendar, please indicate:  Yes;  No

Office Use Only			
\$15.00 Fee Paid	Date: <u>9/15/23</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

- Permit distribution:
- City
  - Applicant
  - Police
  - Parks/Streets
  - Other



Fairmont City Council  
September 25, 2023

Agenda Item: 7.C.2

**From:** Patricia J. Monsen, City Clerk  
**To:** Mayor and City Council

**Subject:** Event Permit – Indulge, Adventure Bowls with Indulge, October 27, 2023

**Policy/Action Requested:** Motion to approve the Event Permit for Indulge to have Adventure Bowls at Indulge on October 27, 2023

**Vote Required:**  Simple Majority  Roll Call

**Recommendation:** Approval

**Overview:** Indulge has made application for an Event Permit to have Adventure Bowls food truck at 83 Downtown Plaza on October 27, 2023.

**Budget Impact:** N/A

**Attachments:** Event Permit Application

\*\*\*\*\*  
Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



# EVENT APPLICATION/PERMIT

This form must be filed with the City at least thirty (30) days in advance of the event. The City will review the application in accordance with the permitting process outlined in the City Code, Chapter 18. Attach additional sheets, maps, etc. if necessary. For events which include overnight camping a separate addendum must be included with the event application.

Date: 9-20-23 Permit Fee: \$15.00

Event: Adventure Bowls @ Inouye

Sponsoring entity: Inouye

Address: 83 Downtown Plaza, Fairmont, MN 560031

Maximum estimated number of persons expected to attend at any one time: 25

Event coordinator(s): Laura Spitzer  
Contact Info: \_\_\_\_\_ Phone # 507-236-5354

E-mail laura.spitzer@outlook.com

Primary contacts (during event):

Name: Laura Spitzer Name \_\_\_\_\_  
Cell#: 507-236-5354 Cell# \_\_\_\_\_  
E-mail: laura.spitzer@outlook.com E-mail: \_\_\_\_\_

Event Start: Day/Date October 27<sup>th</sup> Time: 10:30  
Event End: Day/Date October 27<sup>th</sup> Time: 4:00  
Setup: Day/Date \_\_\_\_\_ Start time: 8:00 End Time: 8:00  
Teardown: Day/Date \_\_\_\_\_ Start time: \_\_\_\_\_ End Time: 5:00

1. Type and description of the event and a list of all activities to take place at the event.

Adventure Bowls, last one this year!

2. Proposed location of event, including a site plan or diagram of the proposed area to be used showing the location of any barricades, perimeter/security fencing, fire extinguishers, safety or first aid stations, entertainment, stages, restrooms or portable toilets, parking areas, ingress and egress routes, signs, special lighting, trash containers and any other items related to the event.

in front of co! two-picnic tables 3 barricades

3. Will outside drinking water or waste collection systems be supplied?  Yes;  No  
If yes, supply public health plans, including the number of toilet facilities that will be available.
4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter.  Yes;  No  
If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event?  Yes;  No  
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.
6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex):  Yes;  No  
If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments?  Yes;  No  
If yes, please describe: \_\_\_\_\_
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns?  Yes;  No  
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
9. Will you be providing shuttle service?  Yes;  No  
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

I affirm that I am authorized to execute this application on behalf of the applicant and that the statements contained therein are true and correct to the best of my knowledge. If the special event requires special services provided by the City of Fairmont, the applicant agrees to indemnify, defend and hold the City of Fairmont, its officials, employees, and agents harmless from any claim that arises in whole or in part out of the special event, except any claims arising solely out of the negligent acts or omissions of the City of Fairmont, its officials, employees and agents. The applicant agrees to pay all fees and meet all City Code requirements.

Signature: [Signature] Title: Mayor Date: 9-20-23

If you would like your event published on the City's website/Community Calendar, please indicate:  Yes;  No

Office Use Only			
\$15.00 Fee Paid	Date: <u>9/29/23</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>9/25/23</u>	Action:
City Administrator Approval	Yes	No	Date

- Permit distribution:
- \_\_\_ City
  - \_\_\_ Applicant
  - \_\_\_ Police
  - \_\_\_ Parks/Streets
  - \_\_\_ Other



Fairmont City Council  
September 25, 2023

Agenda Item: 10.1

**From:** Matthew R. York, Public Works/Utilities Director  
**To:** Mayor and City Council

**Subject:** 2023 Improvement Program

**Policy/Action Requested:** Motion to adopt Resolution No. 2023-30, a resolution declaring costs for the 2023 Improvement Program and ordering the assessment roll to be prepared.

**Vote Required:**  Simple Majority       Roll Call

**Recommendation:** Approval

**Overview:**

To meet timelines for the assessments of the 2023 Improvement Program, the Council must adopt a resolution declaring the costs to be assessed for the 2023 Improvement Program and order the preparation of the assessment roll.

**Budget Impact:** N/A

**Attachments:** Resolution No. 2023-30

\*\*\*\*\*

Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

# RESOLUTION NO. 2023-30

STATE OF MINNESOTA }  
COUNTY OF MARTIN } SS  
CITY OF FAIRMONT }

## RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENTS FOR THE 2023 IMPROVEMENT PROGRAM

WHEREAS, estimated costs have been determined for the improvement of:

<u>Project No.</u>	<u>Description</u>
	<b><u>OVERLAY (assessed at \$32/front footage)</u></b>
8723001	Birch Street: Spruce Street to State Street
8723002	W. Christina Street: Lucia Avenue to North Avenue
8723003	Ida Street: Anna Street to Christina Street
8723004	Knollwood Drive: Deadend to Knollwood Intersection & Concrete Pavement to Lair Road
8723005	Southport Drive: Prairie Avenue to Deadend
8723006	Torgerson Drive: TH 15 to Deadend
8723007	TH 15 Service Road E: 8 <sup>th</sup> Street to Winnebago Avenue
	<b><u>SEAL COAT (assessed at \$2.50/front footage)</u></b>
7523001	Albion Avenue: State Street to Day Street
7523002	S. Elm Street: Deadend to Webster Street
7523003	Fairlakes Avenue: Lake Avenue to Gravel
7523004	Fairlakes Avenue: Deadend to Woodland Avenue
7523005	Holland Street: Lucia Avenue to Anna Street
7523006	Lair Road: CSAH 39 to Shoreacres Drive
7523007	Lake Avenue: Fairlakes Avenue to Bridge
7523008	Maple Street: Albion Avenue to Prairie Avenue
7523009	Margaret Street: Prairie Avenue to TH 15
7523010	S. Prairie Avenue: E. Belle Vue Road to Cardinal Street
7523011	TH 15 Service Road W: Deadend to Spruce Street
7523012	TH 15 Service Road W: 10 <sup>th</sup> Street to Winnebago Avenue
7523013	Victoria Street: Hampton Street to Prairie Avenue
7523014	Heritage Acres Margaret Street Trail I-90 Trail
8523001	<b><u>MISCELLANEOUS (charges vary)</u></b>

**RESOLUTION NO. 2023-30, continued**

And the estimated contract price for such improvements is \$883,461.30 and the expenses incurred or to be incurred in the making of such improvements are estimated at \$88,346.13 so that the total cost of the improvement is estimated at \$971,807.43.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRMONT, MINNESOTA:**

1. The portion of the cost to be assessed against benefiting property owners for the 2023 projects shall be, per assessable foot, \$32.00 for overlay projects and \$2.50 for seal coat projects.
2. Assessments shall be payable in equal annual installments for projects as follows:  
Overlay projects - 10 years  
Sealcoat and Miscellaneous projects - 3 years  
Assessments for other miscellaneous projects shall be payable in equal annual installments over the time period outlined in the project's assessment agreement. The first installment is payable on or before the first Monday in January 2024, and shall bear interest at the rate of five percent (5%) per year from the date of adoption of the assessment resolution. Interest and payment term may vary for mowing and miscellaneous assessments.
3. The City Clerk, with the assistance of the City Engineer, shall calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and the Clerk shall file a copy of such proposed assessments in the Clerk's office for public inspection.
4. The City Clerk shall upon completion of such proposed assessment, notify the Council thereof.

Passed, approved and adopted by the Council this 25<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Lee C. Baarts, Mayor

ATTEST:

\_\_\_\_\_  
Patricia J. Monsen, City Clerk  
(SEAL)



Fairmont City Council
September 25, 2023

Agenda Item: 10.2

From: Matthew R. York, Public Works/Utilities Director
To: Mayor and City Council

Subject: 2023 Improvement Program

Policy/Action Requested: Motion to adopt Resolution No. 2023-31, a resolution calling for a hearing on the proposed assessments of the 2023 improvement program

Vote Required: [X] Simple Majority [ ] Roll Call

Recommendation: Approval

Overview:

The assessment rolls for the 2023 Improvement Program have been completed. A public hearing needs to be held on the proposed assessments. Staff recommend holding a public hearing on Monday, October 23, 2023 at 5:30 pm in the Fairmont City Hall Council Chambers.

Budget Impact: N/A

Attachments: Resolution No. 2023-31 & Public Hearing Notice

\*\*\*\*\*

Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

# RESOLUTION NO. 2023-31

STATE OF MINNESOTA }  
COUNTY OF MARTIN } SS  
CITY OF FAIRMONT }

## RESOLUTION CALLING FOR THE HEARING ON PROPOSED ASSESSMENTS OF THE 2023 IMPROVEMENT PROGRAM

WHEREAS, by a resolution of the City Council passed on the 25<sup>th</sup> day of September, 2023, the City Clerk was directed to prepare a proposed assessment of the cost of improving:

<u>Project No.</u>	<u>Description</u>
	<b><u>OVERLAY (assessed at \$32/front footage)</u></b>
8723001	Birch Street: Spruce Street to State Street
8723002	W. Christina Street: Lucia Avenue to North Avenue
8723003	Ida Street: Anna Street to Christina Street
8723004	Knollwood Drive: Deadend to Knollwood Intersection & Concrete Pavement to Lair Road
8723005	Southport Drive: Prairie Avenue to Deadend
8723006	Torgerson Drive: TH 15 to Deadend
8723007	TH 15 Service Road E: 8 <sup>th</sup> Street to Winnebago Avenue
	<b><u>SEAL COAT (assessed at \$2.50/front footage)</u></b>
7523001	Albion Avenue: State Street to Day Street
7523002	S. Elm Street: Deadend to Webster Street
7523003	Fairlakes Avenue: Lake Avenue to Gravel
7523004	Fairlakes Avenue: Deadend to Woodland Avenue
7523005	Holland Street: Lucia Avenue to Anna Street
7523006	Lair Road: CSAH 39 to Shoreacres Drive
7523007	Lake Avenue: Fairlakes Avenue to Bridge
7523008	Maple Street: Albion Avenue to Prairie Avenue
7523009	Margaret Street: Prairie Avenue to TH 15
7523010	S. Prairie Avenue: E. Belle Vue Road to Cardinal Street
7523011	TH 15 Service Road W: Deadend to Spruce Street
7523012	TH 15 Service Road W: 10 <sup>th</sup> Street to Winnebago Avenue
7523013	Victoria Street: Hampton Street to Prairie Avenue
7523014	Heritage Acres Margaret Street Trail I-90 Trail

**RESOLUTION NO. 2023-31, continued**

8523001

**MISCELLANEOUS (charges vary)**

**AND WHEREAS**, the City Clerk has notified the City Council that such proposed assessment has been completed and filed in the City Clerk's office for public inspection.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRMONT, MINNESOTA:**

1. A hearing shall be held on October 23, 2023, in the Fairmont City Hall Council Chambers, 100 Downtown Plaza, at 5:30 p.m. to pass upon such proposed assessments and all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to publish a notice of the hearing on the proposed assessment once in the official newspaper at least two weeks prior to the hearing and the City Clerk shall state in the notice the total cost of the services. The City Clerk shall also mail notices to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Passed, approved and adopted by the Council this 25<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Lee C. Baarts, Mayor

ATTEST:

\_\_\_\_\_  
Patricia J. Monsen, City Clerk  
(SEAL)



**City of Fairmont**  
**Notice of Hearing on Proposed Assessment**

**TO WHOM IT MAY CONCERN:**

Notice is hereby given that the City Council will meet at 5:30 p.m. on the 23<sup>rd</sup> day of October 2023, at City Hall, 100 Downtown Plaza, to pass upon the proposed assessment against benefiting property for the improvement of:

<u>Project No.</u>	<u>Description</u>
	<b><u>OVERLAY (assessed at \$32/front footage)</u></b>
8723001	Birch Street: Spruce Street to State Street
8723002	W. Christina Street: Lucia Avenue to North Avenue
8723003	Ida Street: Anna Street to Christina Street
8723004	Knollwood Drive: Deadend to Knollwood Intersection & Concrete Pavement to Lair Road
8723005	Southport Drive: Prairie Avenue to Deadend
8723006	Torgerson Drive: TH 15 to Deadend
8723007	TH 15 Service Road E: 8 <sup>th</sup> Street to Winnebago Avenue
	<b><u>SEAL COAT (assessed at \$2.50/front footage)</u></b>
7523001	Albion Avenue: State Street to Day Street
7523002	S. Elm Street: Deadend to Webster Street
7523003	Fairlakes Avenue: Lake Avenue to Gravel
7523004	Fairlakes Avenue: Deadend to Woodland Avenue
7523005	Holland Street: Lucia Avenue to Anna Street
7523006	Lair Road: CSAH 39 to Shoreacres Drive
7523007	Lake Avenue: Fairlakes Avenue to Bridge
7523008	Maple Street: Albion Avenue to Prairie Avenue
7523009	Margaret Street: Prairie Avenue to TH 15
7523010	S. Prairie Avenue: E. Belle Vue Road to Cardinal Street
7523011	TH 15 Service Road W: Deadend to Spruce Street
7523012	TH 15 Service Road W: 10 <sup>th</sup> Street to Winnebago Avenue
7523013	Victoria Street: Hampton Street to Prairie Avenue
7523014	Heritage Acres Margaret Street Trail I-90 Trail
8523001	<b><u>MISCELLANEOUS (charges vary)</u></b>

Benefiting property includes property abutting or property near to said improvements which utilize the improvements for access or for utility service.

The proposed assessment is on file for public inspection at the City Clerk's office. The total amount of the proposed improvements for all projects is \$971,807.43.

Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a signed, written objection is filed with the Clerk prior to the hearing or presented to the presiding officer at the hearing. The Council may, upon such notice, consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case by calling witnesses who may testify by narrative or by examination, and by the introduction of exhibits. After each witness has testified, the contesting procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its' evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for questioning of the City's witnesses will be followed with the objection's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the Council as to the weight of items, evidence or testimony presented to the Council.
5. The entire proceedings will be tape recorded.
  
6. At the close of the presentation of evidence, the objector may make a final presentation to the Council based on the evidence and the law. No new evidence may be presented at this point.

An owner may appeal an assessment to district court pursuant to Minnesota Statute Section 429.081 by serving notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or City Clerk; however, no appeal may be taken as to the amount of any individual assessment unless a written objection signed by the affected property owner is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the hearing.

Under Minnesota Statutes, Sections 435.193 to 435.195, the Council may, in its discretion, defer the payment of this special assessment based on one of the following:

- 1) any homestead property owned by a person 65 years of age or older for whom it would be a hardship to make payments.
- 2) persons retired as a result of a permanent and total disability.
- 3) undeveloped property.

When deferment of the special assessment has been granted and is terminated for any reason provided in the law, all amounts accumulated plus applicable interest becomes due. Any assessed property owner meeting the requirements of this law and the resolution adopted under it may, within thirty days of the confirmation of the assessment, apply to the City Clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

BY ORDER OF THE FAIRMONT CITY COUNCIL  
September 25, 2023

Patricia J. Monsen  
City Clerk

To Be Published in the Fairmont Sentinel:  
Wednesday, October 4, 2023



Fairmont City Council  
September 25, 2023

Agenda Item: 10.3

**From:** Paul Hoyer, Finance Director  
**To:** Mayor and City Council

**Subject:** ARPA Funds Received

**Policy/Action Requested:** Motion to adopt Resolution Number 2023-34 electing the standard allowance under the American Rescue Plan Act.

**Vote Required:**  Simple Majority  Roll Call

**Recommendation:** Adopt Resolution Number 2023-34

**Overview:**

The City has received \$1,096,100.84 in ARPA funds and we are required to identify how the City will use these funds. The US Treasury has issued their final rule describing eligible and ineligible uses of funds as well as other program provisions. The final rule delivers broader flexibility and greater simplicity in the program. It was recommended by the City’s auditor to elect the standard allowance under ARPA that will allow greater flexibility in compliance and reporting requirements.

**Budget Impact:** NA

**Attachments:**

Resolution 2023-34

\*\*\*\*\*  
Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

## RESOLUTION 2023-34

### RESOLUTION TO ELECT THE STANDARD ALLOWANCE AVAILABLE UNDER THE REVENUE LOSS PROVISION OF THE CORONA VIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country; and,

WHEREAS, ARPA funds are intended to provide support to state, local and tribal governments in responding to the impact of COVID-19 in their communities, residents and businesses; and,

WHEREAS, the Fiscal Recovery Funds provides for \$19.53 billion in payments to be made to States and Territories which will distribute the funds to non-entitlement units of local government (NEUs); and,

WHEREAS, the ARPA requires that States and Territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or Territory; and,

WHEREAS, \$1,096,100.84 has been allocated to the City of Fairmont (“City”) pursuant to the ARPA; and,

WHEREAS, the Coronavirus State and Local Fiscal Recovery Funds ensures that governments have the resources needed to fight the pandemic and support families and businesses struggling with its public health and economic impacts, maintain vital public services, even amid declines in revenue, and build a strong, resilient, and equitable recovery by making investments that support long term growth and opportunity; and,

WHEREAS, in May 2021, the US Department of Treasury (“Treasury”) published the Interim Final Rule describing eligible and ineligible uses of funds as well as other program provisions, sought feedback from the public on these program rules, and began to distribute funds; and,

WHEREAS, on January 6, 2022, Treasury issued the Final Rule. The Final Rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process; and,

WHEREAS, the Final Rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation; and,

WHEREAS, recipients that select the standard allowance may use that amount, in many cases their full award, for government services, with streamlined reporting requirements.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Fairmont, Minnesota, that the City elects the standard allowance available under the Revenue Loss Provisions of the American Rescue Plan Act in the amount of \$1,096,100.84 to be used for the general provisions of government services.

---

Lee C. Baarts, Mayor

ATTEST:

---

Patricia J. Monsen, City Clerk



Fairmont City Council  
September 25, 2023

Agenda Item: 10.4

**From:** Matthew R York – Director of Public Works and Utilities  
**To:** Mayor and City Council

**Subject:** Approval of the Contract for the Bandshell Roof Replacement

**Policy/Action Requested:** Approval of the Contract for the Bandshell Roof Replacement between the City of Fairmont and Gag Sheet Metal of New Ulm, MN

**Vote Required:** X Simple Majority \_\_\_\_\_ Roll Call

**Recommendation:** Approval

**Overview:**

At the meeting on August 28, 2023, the City awarded the Bid for the Sylvania Park Bandshell Roof Replacement to Gag Sheet Metal of New Ulm.

The Contract before you tonight is the AIA Contract prepared by Wold Engineering for this project.

This project is still scheduled to be done in Fall 2023.

**Budget Impact:** Project is under budget

**Attachments:** AIA 101 and AIA 201 Contracts

\*\*\*\*\*  
Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

 **AIA**® Document A101® – 2017**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Twenty-Eighth day of August in the year Two Thousand and Twenty-Three  
*(In words, indicate day, month and year.)*

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

City of Fairmont  
100 Downtown Plaza  
Fairmont, Minnesota 56031

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

Gag Sheet Metal, Inc  
1500 North Front Street  
New Ulm, Minnesota 56073

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

Sylvania Park Bandshell Roof Replacement  
401 Lake Avenue  
Fairmont, Minnesota 56031

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

Wold Architects and Engineers  
332 Minnesota Street, Suite W2000  
Saint Paul, Minnesota 55101  
Telephone Number: 651-227-7773  
Fax Number: 651-223-5646

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. 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.

Init.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

*(Paragraph Deleted)*

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

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

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

### § 3.3 Substantial Completion

Init.

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: November 3, 2023

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

Portion of Work	Substantial Completion Date
N/A	

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Six Thousand Four Hundred Fifty Dollars and Zero Cents (\$ 106,450.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

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

Item	Price	Conditions for Acceptance
N/A		

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

Item	Price
N/A	

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

**§ 4.5** Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

N/A

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

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

Twenty-Fifth Day of the Month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30 day of the same 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 thirty-five ( 35 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

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

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

§ 5.1.6.2 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 Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 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%

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

N/A

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 Final Payment**

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

## **§ 5.3 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.)

1 ½% per month (MN Statute 471.425)

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Init.

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

### **§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction if demanded by Owner.

Other *(Specify)*

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

### **ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

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

In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** 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.

**§ 8.2** The Owner’s representative:

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

Matt York, Director of Public Works / Utilities  
City of Fairmont  
100 Downtown Plaza  
Fairmont, Minnesota 56031

Init.

/

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

John Gag  
Gag Sheet Metal, Inc  
1500 North Front Street  
New Ulm, Minnesota 56073

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

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201™-2017, General Conditions of the Contract for Construction where the basis of payment is a Stipulated Sum, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A201™-2017 General Conditions of the Contract for Construction, and elsewhere in the Contract Documents.

*(Paragraphs Deleted)*

**§ 8.7** Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

*(Paragraphs Deleted)*

- .3 Drawings : As listed in the Drawings Cover Sheet.

*(Table Deleted)*

*(Paragraph Deleted)*

- .4 Specifications: As listed on the Project Manual Table of Contents.

*(Table Deleted)*

Init.

.5 Addenda, if any:

Number	Date	Pages
Addendum No. 1	July 26, 2023	1 sheet with attachments
Addendum No. 2	August 7, 2023	2 sheets with attachments

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

.6 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

*(Paragraph Deleted)*

*(Table Deleted)*

*(Table Deleted)*

.8 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 Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
Jon Monson - Project Manager  
(Printed name and title)



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

Sylvania Bandshell Roof Replacement  
401 Lake Avenue  
Fairmont, Minnesota 56031

**THE OWNER:**

*(Name, legal status and address)*

City of Fairmont  
100 Downtown Plaza  
Fairmont, Minnesota 56031

**THE ARCHITECT:**

*(Name, legal status and address)*

Wold Architects and Engineers  
332 Minnesota Street  
Suite W2000  
Saint Paul, Minnesota 55101

**TABLE OF ARTICLES**

- 1      **GENERAL PROVISIONS**
- 2      **OWNER**
- 3      **CONTRACTOR**
- 4      **ARCHITECT**
- 5      **SUBCONTRACTORS**
- 6      **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7      **CHANGES IN THE WORK**
- 8      **TIME**
- 9      **PAYMENTS AND COMPLETION**
- 10     **PROTECTION OF PERSONS AND PROPERTY**
- 11     **INSURANCE AND BONDS**
- 12     **UNCOVERING AND CORRECTION OF WORK**
- 13     **MISCELLANEOUS PROVISIONS**

**ADDITIONS AND DELETIONS:**

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

/

User Notes:

(727864171)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



Init.

/

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 12:46:51 ET on 07/05/2023 under Order No.2114397598 which expires on 01/11/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [docinfo@aiacontracts.com](mailto:docinfo@aiacontracts.com).

User Notes:

## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### Arbitration

8.3.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

### 4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

### Basic Definitions

**1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

### Building Information Models Use and Reliance

**1.8**

Building Permit

3.7.1

### Capitalization

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

/

## **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance  
9.10.2

## **Change Orders**

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

**Change Orders**, Definition of

### **7.2.1**

## **CHANGES IN THE WORK**

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

**Claims**, Definition of

### **15.1.1**

Claims, Notice of  
1.6.2, 15.1.3

## **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4  
Claims and Timely Assertion of Claims  
15.4.1

### **Claims for Additional Cost**

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

### **Claims for Additional Time**

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

### **Concealed or Unknown Conditions, Claims for**

**3.7.4**

Claims for Damages  
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration  
15.4.1

## **Cleaning Up**

**3.15**, 6.3

Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

### **Commencement of the Work**, Definition of

**8.1.2**

## **Communications**

3.9.1, **4.2.4**

Completion, Conditions Relating to  
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

## **COMPLETION, PAYMENTS AND**

**9**

Completion, Substantial  
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2  
Compliance with Laws  
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

## **Consolidation or Joinder**

### **15.4.4**

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

**Construction Change Directive**, Definition of  
**7.3.1**

### **Construction Change Directives**

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

### **Contingent Assignment of Subcontracts**

**5.4**, 14.2.2.2

### **Continuing Contract Performance**

#### **15.1.4**

**Contract**, Definition of

#### **1.1.2**

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.3.6, 5.3

**Contract Documents**, Definition of

#### **1.1.1**

### **Contract Sum**

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

**Contract Sum**, Definition of

#### **9.1**

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

**Contract Time**, Definition of

8.1.1

## **CONTRACTOR**

**3**

Contractor, Definition of

### **3.1**, **6.1.2**

### **Contractor's Construction and Submittal Schedules**

**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees  
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3, 11.3, 14.1, 14.2.1.1

### **Contractor's Liability Insurance**

#### **11.1**

Contractor's Relationship with Separate Contractors  
and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,  
9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,  
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,  
11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the  
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,  
9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,  
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,  
15.1.3.1, 15.1.3.2, 15.2.1

**Correlation and Intent of the Contract Documents**

**1.2**

**Cost**, Definition of

**7.3.4**

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,  
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,  
12.1.2, 12.2.1, 12.2.4, 13.4, 14

**Cutting and Patching**

**3.14**, 6.2.5

Damage to Construction of Owner or Separate  
Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,  
11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

**Date of Commencement of the Work**, Definition of

**8.1.2**

**Date of Substantial Completion**, Definition of

**8.1.3**

**Day**, Definition of

**8.1.4**

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,  
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,  
14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,  
Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,  
9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,  
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time**

**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,  
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

**Digital Data Use and Transmission**

**1.7**

Disputes

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

**3.11**

**Drawings**, Definition of

**1.1.5**

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

**Emergencies**

**10.4**, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,  
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,  
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
10.4, 14.3, 15.1.6, **15.2.5**

#### **Failure of Payment**

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

#### **Final Completion and Final Payment**

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

### **GENERAL PROVISIONS**

#### **1**

#### **Governing Law**

##### **13.1**

Guarantees (See Warranty)

#### **Hazardous Materials and Substances**

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

#### **Indemnification**

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

#### **Information and Services Required of the Owner**

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

#### **Initial Decision**

##### **15.2**

#### **Initial Decision Maker, Definition of**

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

#### **Injury or Damage to Person or Property**

**10.2.8**, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

#### **Instruments of Service, Definition of**

##### **1.1.7**

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

#### **Insurance, Contractor's Liability**

##### **11.1**

Insurance, Effective Date of

8.2.2, 14.4.2

#### **Insurance, Owner's Liability**

##### **11.2**

#### **Insurance, Property**

**10.2.5**, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

### **INSURANCE AND BONDS**

#### **11**

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

#### **Interest**

##### **13.5**

#### **Interpretation**

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

#### **Labor and Materials, Equipment**

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

#### **Materials, Hazardous**

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

#### **Mediation**

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

#### **Minor Changes in the Work**

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

Init.

/

## MISCELLANEOUS PROVISIONS

### 13

#### Modifications, Definition of

##### 1.1.1

#### Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

#### Mutual Responsibility

### 6.2

#### Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

#### Notice

**1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

#### Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

#### Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

#### Notice of Testing and Inspections

13.4.1, 13.4.2

#### Observations, Contractor's

3.2, 3.7.4

#### Occupancy

2.3.1, 9.6.6, 9.8

#### Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

## OWNER

### 2

#### Owner, Definition of

##### 2.1.1

#### Owner, Evidence of Financial Arrangements

**2.2**, 13.2.2, 14.1.1.4

#### Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

#### Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

#### Owner's Insurance

### 11.2

#### Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

#### Owner's Right to Carry Out the Work

**2.5**, 14.2.2

#### Owner's Right to Clean Up

### 6.3

#### Owner's Right to Perform Construction and to Award Separate Contracts

### 6.1

#### Owner's Right to Stop the Work

### 2.4

#### Owner's Right to Suspend the Work

14.3

#### Owner's Right to Terminate the Contract

14.2, 14.4

#### Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

#### Partial Occupancy or Use

9.6.6, **9.9**

#### Patching, Cutting and

**3.14**, 6.2.5

#### Patents

3.17

#### Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

#### Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

#### Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

#### Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## PAYMENTS AND COMPLETION

### 9

#### Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

#### PCB

10.3.1

#### Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

## PERSONS AND PROPERTY, PROTECTION OF

### 10

#### Polychlorinated Biphenyl

10.3.1

#### Product Data, Definition of

**3.12.2**

#### Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

#### Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

#### Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

**Project, Definition of**  
**1.1.4**  
Project Representatives  
4.2.10  
**Property Insurance**  
10.2.5, **11.2**  
**Proposal Requirements**  
1.1.1  
**PROTECTION OF PERSONS AND PROPERTY**  
**10**  
Regulations and Laws  
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,  
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4  
Rejection of Work  
4.2.6, 12.2.1  
Releases and Waivers of Liens  
9.3.1, 9.10.2  
Representations  
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1  
Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1  
Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field**  
**Conditions by Contractor**  
**3.2**, 3.12.7, 6.1.3  
Review of Contractor's Submittals by Owner and  
Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
Review of Shop Drawings, Product Data and Samples  
by Contractor  
3.12  
**Rights and Remedies**  
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,  
12.2.4, **13.3**, 14, 15.4  
**Royalties, Patents and Copyrights**  
**3.17**  
Rules and Notices for Arbitration  
15.4.1  
**Safety of Persons and Property**  
**10.2**, 10.4  
**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4  
**Samples, Definition of**  
**3.12.3**  
**Samples, Shop Drawings, Product Data and**  
3.11, **3.12**, 4.2.7  
**Samples at the Site, Documents and**  
**3.11**  
**Schedule of Values**  
**9.2**, 9.3.1  
Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
**Separate Contractors, Definition of**  
**6.1.1**  
**Shop Drawings, Definition of**  
**3.12.1**  
**Shop Drawings, Product Data and Samples**  
3.11, **3.12**, 4.2.7  
**Site, Use of**  
**3.13**, 6.1.1, 6.2.1  
Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4  
Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4  
Special Inspections and Testing  
4.2.6, 12.2.1, 13.4  
**Specifications, Definition of**  
**1.1.6**  
**Specifications**  
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14  
Statute of Limitations  
15.1.2, 15.4.1.1  
Stopping the Work  
2.2.2, 2.4, 9.7, 10.3, 14.1  
Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
**Subcontractor, Definition of**  
**5.1.1**  
**SUBCONTRACTORS**  
**5**  
Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,  
9.6.7  
**Subcontractual Relations**  
**5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1  
Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,  
9.9.1, 9.10.2, 9.10.3  
Submittal Schedule  
3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
6.1.1, **11.3**  
**Substances, Hazardous**  
**10.3**  
**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,  
15.1.2  
**Substantial Completion, Definition of**  
**9.8.1**  
Substitution of Subcontractors  
5.2.3, 5.2.4  
Substitution of Architect  
2.3.3  
Substitutions of Materials  
3.4.2, 3.5, 7.3.8  
**Sub-subcontractor, Definition of**  
**5.1.2**

Init.

/

Subsurface Conditions  
3.7.4

**Successors and Assigns**  
**13.2**

**Superintendent**  
**3.9, 10.2.6**

**Supervision and Construction Procedures**  
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,  
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,  
9.10.5, 14.2.1

Surety  
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,  
15.2.7

Surety, Consent of  
9.8.5, 9.10.2, 9.10.3

Surveys  
1.1.7, 2.3.4

**Suspension by the Owner for Convenience**  
**14.3**

Suspension of the Work  
3.7.5, 5.4.2, 14.3  
Suspension or Termination of the Contract  
5.4.1.1, 14

**Taxes**  
3.6, 3.8.2.1, 7.3.4.4

**Termination by the Contractor**  
**14.1, 15.1.7**

**Termination by the Owner for Cause**  
5.4.1.1, **14.2**, 15.1.7

**Termination by the Owner for Convenience**  
**14.4**

Termination of the Architect  
2.3.3  
Termination of the Contractor Employment  
14.2.2

**TERMINATION OR SUSPENSION OF THE  
CONTRACT**

**14**

**Tests and Inspections**  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

**TIME**  
**8**

**Time, Delays and Extensions of**  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,  
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

**Time Limits**

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,  
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,  
15.1.3, 15.4

**Time Limits on Claims**  
3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work  
9.3.2, 9.3.3

**UNCOVERING AND CORRECTION OF WORK**  
**12**

**Uncovering of Work**  
**12.1**

Unforeseen Conditions, Concealed or Unknown  
3.7.4, 8.3.1, 10.3

Unit Prices  
7.3.3.2, 9.1.2

Use of Documents  
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

**Use of Site**  
**3.13, 6.1.1, 6.2.1**

**Values, Schedule of**  
**9.2, 9.3.1**

Waiver of Claims by the Architect  
13.3.2

Waiver of Claims by the Contractor  
9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner  
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages  
14.2.4, 15.1.7

Waiver of Liens  
9.3, 9.10.2, 9.10.4

**Waivers of Subrogation**  
6.1.1, **11.3**

**Warranty**  
**3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,**  
15.1.2

Weather Delays  
8.3, 15.1.6.2

**Work, Definition of**  
**1.1.3**

Written Consent  
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,  
13.2, 13.3.2, 15.4.4.2

Written Interpretations  
4.2.11, 4.2.12

Written Orders  
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## **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.

*(Paragraphs deleted)*

#### **§ 1.1.8 Architect/Initial Decision Maker**

The Architect/Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Architect/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.

Init.

/

§ 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. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement
2. Change Orders and Supplemental Instructions.
3. Addenda, with those of later date having precedence over those of earlier date.
4. The Supplementary Conditions.
5. The General Conditions of the Contract for Construction.
6. Drawings and Specifications.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or great quantity of Work shall be provided in accordance with the Architect's interpretations.

### § 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, material, equipment suppliers 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, material, equipment suppliers 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,

Init.

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 with the exception of utilities to be field verified by the Contractor. The Contractor shall be responsible to have public and private utilities located within the areas being disturbed to implement the work on site.

**§ 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 Contractor will be furnished free of charge, such copies of the Contract Documents as are reasonably necessary for execution of the Work. Following the initial issue of Drawings and Project Manuals, additional copies requested by the Contractor will be furnished at the cost of reproduction, postage and handling.

### **§ 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**

**§ 2.5.1** Prior to substantial completion, 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.

**§ 2.5.2** After substantial completion, if the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails to correct such deficiencies within 3 days of receipt of written notice from the Architect

Init.

or Owner, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

### **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 unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

#### **§ 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. After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in Section 01 25 00 – Substitutions and Product Options.

**§ 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 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 as required by Section 01 32 00 Construction Scheduling. 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 as required by Section 01 32 00 Construction Scheduling, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of Architect reviewed Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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. Shop drawings submitted prior to issuance of the building permit are at the Contractors risk.

§ 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

Init.

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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed 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 review 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 review 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 review 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. The Contractor shall accept the site as it exists. The care, custody and control of the project site shall be vested in the Contractor, subject to the rights of the Owner.

### **§ 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.

### **§ 3.19 PROJECT MANAGER**

**§ 3.19.1** The Contractor shall employ a competent project manager who shall be present and run all construction progress meetings. The project manager shall be responsible for providing accurate and up-to-date construction and submittal schedules at each construction progress meeting.

**§ 3.19.2** When requested by the Owner or Architect, the project manager shall:

Init.

- a. Assist in resolving scope conflicts between sub-contractors in a timely fashion to ensure project progress matches published construction schedule.
- b. Have sub-contractors attend construction progress meetings.
- c. Manage the resolution of issues that arise during the punchlist/closeout/warranty period when the job superintendent is no longer on site.

§ 3.19.3 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed project manager. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed project manager or (2) that the Architect required additional time to review. Failure of the Architect to reply within the 14 days period shall constitute notice of no reasonable objection.

§ 3.19.4 The Contractor shall not employ a proposed project manager to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the project manager without the Owner's consent, which shall not unreasonably be withheld or delayed.

## 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. The term "Architect" means the Architect or the Architect's authorized representative.

§ 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.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### § 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 end of the warranty period which ends one year from 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 take one of the following actions Reviewed; Rejected; Review Comments; Revise and Resubmit 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, the Architect will determine review timelines. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, coordinating the work, 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 20 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 Owner or Architect to provide notice within the 20-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.

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

### § 5.3 Subcontractual Relations

By appropriate written agreement, written where legally required for validity, 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. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15

§ 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 and overhead as provided in Section 7.5;
- .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 permit fees, and sales, use, or similar taxes, directly related to the work; and

§ 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.

#### § 7.5 CHANGES IN CONTRACT SUM

§ 7.5.1 For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to charge and accept payment for his overhead, bond, insurance, office project management and supervision estimating time/costs, field management and supervision including the field superintendent, foreman and all other management staff onsite, as-built modification, use or replacement of tools, shop

Init.

burden, equipment rental (other than specifically required additional hoisting equipment, required excavating equipment or similar equipment necessary solely as a result of the change), engineering costs, cost of safety measures (including those imposed by OSHA), parking charges, general jobsite clean-up, testing, permits (unless a new permit is required) or any other costs not associated with the change at the following percentages of the cost attributable to the change in the Work:

1. Ten percent (10%) for Work (labor, labor insurance and materials) by the Contractor not involving subcontractors;
2. Five percent (5%) for Work (labor, labor insurance and materials) by subcontractors;
3. When both additions and credits are involved in any one proposal request, the allowance for overhead, bond, insurance, office project management, estimating time, field supervision, as-built modification and profit shall be figured on the basis of the net increase, if any;
4. For additional Work ordered as described above which will be executed by Subcontractors of the Contractor, it is agreed Subcontractors will be permitted to charge ten percent (10%) for work not involving sub-subcontractors and five percent (5%) for Work by sub subcontractors. to the net subcontract amount the Contractor may add five percent (5%).

§ 7.5.2 A breakdown of material and an hourly breakdown of labor must be submitted with each request for additional compensation.

## 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 by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 employed by the Owner; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, encountering Hazardous Materials, transportation delays not reasonably foreseeable, general labor disputes impacting the Project, but not specifically related to the Worksite, Terrorism, epidemics, adverse governmental actions, 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 arbitration or litigation as provide for herein; or (5) by other causes that 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. NOTICE OF DELAYS: If delays to the Work are encountered for any reason, the Contractor shall provide prompt written notice to

the Architect of the cause of such delays after the Contractor first recognizes and can substantiate the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

§ 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 four (4) copies of the 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.

§ 9.2.2 Projects with multiple sites or multiple phased projects, provide separate schedule of values for each building, phase or site.

§ 9.2.3 The schedule of values shall include the following line items with values calculated as follows:

Operations and maintenance manuals	.125% of contract value
As-built drawings	.0625% of contract value
Training	.125% of contract value
Attic stock materials	.0625% of contract value
Mechanical/Electrical Coordination Drawings	.0625% of contract value

§ 9.2.4 The schedule of values shall be broken down with separate line items for labor and materials corresponding to each specification section.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit four (4) copies to the Architect an itemized Application for Payment (AIA Document G702 and G703) 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, 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until Substantial Completion, the Owner shall make progress payments in the amount of ninety-five percent (95%) of the amount due the Contractor.

Init.

**§ 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.
- .8 schedules are not updated in accordance with the Contract Documents.
- .9 MN Responsible Contractor Compliance Affidavits have not been submitted.

§ 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 ten days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. **Per 471.425 Minnesota Statutes, the prime contractor must pay any subcontractor within ten days of the prime contractor's receipt of payment from the Public Body/Owner for undisputed services provided by the subcontractor. The prime contractor must pay the subcontractor interest of 1 ½ percent per month on any disputed amounts not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.** The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 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' written 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. **If the Work is to be followed by construction by the Owner or by the separate contractors, Substantial Completion shall be defined as the readiness of the Work for the commencement of such construction.**

§ 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 which the Contractor shall complete all items on the list accompanying the Certificate **to sixty (60) calendar days. The Contractor will submit a punchlist completion schedule within ten (10) days of receipt of Certificate of Substantial Completion. Any cost incurred by the Architect or Architect's consultants (after 60 calendar days of substantial completion) to close out the project will be deducted from the Contractor's contract by change order.** Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Warranties on punchlist items will commence on the date of final payment.

§ 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. **The payment shall be sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Owner and Architect shall determine for incomplete work and unsettled claims. The Owner has no obligation to make incremental retainage reductions after the initial determination for the incomplete work and unsettled claims.**

## **§ 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 as required under Section 11.3.1.5 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 terms and conditions of 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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, and (5) 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. If such lien 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 such lien, 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;

Init.

- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 Before final payment is made, a certification of satisfaction, Minnesota Tax Form 134, from the State Commissioner of Taxation must be furnished by the Contractor and all Subcontractors in accordance with Minnesota State Law (re: certification of satisfaction of state withholding taxes paid).

## 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 written 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 from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage; **which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;**
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- .9 **Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:**
  - a. Premises Operations (including X, C, and U coverages as applicable).
  - b. **Independent Contractors' Protective.**
  - c. **Products and Completed Operations.**
  - d. **Personal Injury Liability with Employment Exclusion deleted, or Employment Practices Liability.**
  - e. **Contractual – including specified provision for Contractor's obligations under Paragraph 3.18.**
  - f. **Owned, non-owned and hired motor vehicles.**
  - g. **Broad Form Property Damage including Completion Operations.**
  - h. **Umbrella Excess Liability.**
- .10 **A General Liability or Umbrella Liability Policy on a claims-made basis will not be accepted.**

**§ 11.1.2** The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

- a. **Workers' Compensation:**
  - 1) **Minnesota Statutory**
  - 2) **Employer's Liability:** **\$100,000 per accident**  
**\$500,000 disease, policy limit**  
**\$100,000 disease, each employee**
- b. **Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):**
  - 1) **Bodily Injury:** **\$500,000 each occurrence**  
**\$1,000,000 aggregate**
  - 2) **Property Damage:** **\$500,000 each occurrence**



§ 11.1.6 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.

§ 11.1.7 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.

§ 11.1.8 **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 PROPERTY INSURANCE

§ 11.2.1 **The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance (Special Form) in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire work at the site on a replacement cost basis. The Contractor shall be responsible for payment of all deductibles resulting from losses under the coverage provided herein. Such insurance will cover damage to work completed, materials installed and awaiting installation, and all materials in transit for the Project. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until all phases are substantially complete or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.4 to be covered, whichever is earlier. This insurance shall include interests of the Owner, Architects, Engineers, Architect's consultants, Contractor, Subcontractors and Sub-subcontractors in the Work. The form of policy for this coverage shall be completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto.**

§ 11.2.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.2.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.2.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

## § 11.2.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds. The testing exclusion shall be removed from this policy.

## § 11.2.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action

Init.

against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**§ 11.2.5** 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.2.6** Before an exposure to loss may occur, the Contractor shall file with the Owner through the Architect, two certified copies of the policy or policies providing this Property Insurance Coverage, each containing those endorsements specifically related to the Project.

**§ 11.2.7 Owner's Insurance**

**§ 11.2.7.1** 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.

**§ 11.3 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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

*(Paragraph deleted)*

**§ 11.3.2** A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.3** If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**§ 11.3.4** The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, arbitrators shall be chosen as provided in Paragraph 15.4. The Contractor as fiduciary shall in that case make settlement with insurers or, in accordance with the directions of the arbitrators.

§ 11.3.5 In the event of partial occupancy or use in accordance with Paragraph 9.9, the Contractor shall notify the insurance company and obtain a "Use and Occupancy Waiver" such that the policy will not be invalidated by occupancy.

§ 11.3.6 All insurance policies shall contain a provision stating that coverages afforded under any of the aforesaid insurance policies shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the Owner. On all Certificate forms, the words "endeavor to" and the remaining words beginning with "but failure to" shall be stricken from the cancellation notice provision.

§ 11.3.7 All insurance policies shall be underwritten with responsible insurance carriers with Best's Rating of not less than A and X and otherwise satisfactory to the Owner and licensed to provide insurance in the state in which the project is located. Non-admitted carriers may be considered on an individual basis.

#### § 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 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Contractor shall furnish bond or bonds as described below, covering the faithful performance of the Contract and the payments of all obligations arising thereunder. The Contract will not be signed until the Owner has received the proper bond specified under this Article, issued by a bonding company licensed to do business in the State where the construction will take place, and on the current list of Company's Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

§ 11.5.1.1 Furnish both AIA A312 Performance Bond and AIA A312 Payment Bond in the amount of 100% of the Contract Price.

§ 11.5.1.2 The Performance Bond and Payment Bond shall be submitted in the exact form specified in Section 11.4.1.1, above, and with the certificates specified in Section 11.4.1.3, below, and no other modifications or addendum whatsoever shall be allowed.

§ 11.5.1.3 Duly executed, notarized and updated Acknowledgements of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

§ 11.5.1.4 Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

§ 11.5.2 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.

### 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, costs of uncovering and replacement shall, by appropriate

Init.

Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

## **§ 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 written notice from the Owner or Architect to do so, unless the Owner or Architect has previously given the Contractor a written acceptance of such condition. The Owner or Architect shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner or Architect 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 incomplete or defective Work noted on the Certificate of Substantial Completion shall commence at final payment.

**§ 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 except that, 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

Init.

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.

§ 13.2.3 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 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 (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 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.

### **§ 13.7 EQUAL OPPORTUNITY**

**§ 13.7.1 The Contractor shall maintain policies of employment as follows:**

**§ 13.7.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.**

**§ 13.7.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.**

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

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

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

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

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

### **§ 13.9 FIREARMS PROHIBITED**

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

### **§ 13.10 RESPONSIBLE CONTRACTOR REQUIREMENTS**

**§ 13.10.1 Pursuant to Minnesota Statutes 16C.285 "A Contractor must meet the minimum criteria in sub-division 3 to be eligible to be awarded a construction contract as the lowest bidder or the vendor or contractor offering the best value".**

**§ 13.10.2 The provision applies to publicly owned or financed projects where the contracting authority's construction contract with the prime contractor is estimated to exceed \$50,000 and is awarded pursuant to a lowest responsible bidder selection method or a best value selection method. A subcontractor must meet the minimum criteria in subdivision 3 to be eligible to be awarded a subcontract on a project regardless of the value of the subcontract.**

**§ 13.10.3 If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.**

**§ 13.10.4 Subd. 3 Minimum criteria "Responsible Contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:**

1. The contractor:
  - i. Is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

**§ 13.10.5 Subd. 4** Verification of compliance. A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document. A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted. A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

**§ 13.10.6 Subd. 5** Subcontractor verification. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**§ 13.10.7 Subd. 6** Additional criteria. Nothing in this section shall restrict the discretion of a contracting authority to establish additional criteria for defining a responsible contractor.

## **§ 13.11 WAGE DETERMINATION**

**§ 13.11.1** This is a prevailing wage project. All contractors and subcontractors shall pay at least the minimum prevailing wage as published by the State of Minnesota and conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

**§ 13.11.2** Pursuant to Minnesota Statutes 177.43, "No laborer or mechanic employed directly upon the project worksite by the contractor or any subcontractor, agent or other person doing or contracting to do all or a part of the work of the project, shall be permitted or required to work more hours than the prevailing hours of labor unless such laborer or mechanic is paid for all hours in excess of the prevailing hours at a rate of at least 1½ times his hourly basic rate of pay; nor shall he be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation area." Nothing in this contract shall be construed as prohibiting the contractor or subcontractor from paying the negotiated wage rate.

**§ 13.11.3** Any project with an estimated total cost of more than \$25,000 must comply with Minnesota Statute 177.41.44 which is commonly known as The Little Davis Bacon Act. To facilitate compliance pursuant to the Statute, wage determinations were prepared for different trades for each county from which labor for said project would be secured. It is the stated public policy of M.S. 177.41 as follows; "It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonable available, and that persons working on public works be compensated according to the real value of the services they perform. It is therefore declared to be the public policy of this State that wages of

laborers, workmen, and mechanics engaged in State projects would be comparable to wages paid for similar work in the community as a whole." Any wage determinations which are found not to be so promulgated to not relieve the contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inferences may be drawn from the omission of a classification which has local usage. Further, the Owner will not be liable for increased labor cost, errors in the rates of classifications, or changes to same prior to the awarding of contracts.

§ 13.11.4 Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basis rates may be obtained from the Minnesota Department of Labor and Industry. Said wage rates must be posted in at least one conspicuous place for the employees working on the project. Failure to do so, by any Contractor, subcontractor, or agent, who, after executing a contract in compliance with this section, pays to any laborer, workman, or mechanic employed directly on the project, a lesser wage for work done on the project than the prevailing wage rate, shall be fined \$300 or imprisoned for not more than 90 days or both. Each day any violation of this section continues shall be a separate offense. Prevailing wage rates for this project are attached at the end of this section.

§ 13.11.5 Section 00 73 43 PREVAILING WAGES contain the Minnesota Department of Labor and Industry prevailing wages for this project.

§ 13.11.6 Any violation of Minnesota Statute 177.42.44 shall be reported to the Minnesota Department of Labor and Industry.

## § 13.12 WAGE DETERMINATION

### § 13.12.1 Davis-Bacon Act

(a) Definition.—"Site of the work"—

(1) Means—

- (i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and
- (ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—
  - (A) Located in the United States; and
  - (B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes an fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

- (i) They are dedicated exclusively, or nearly so, to performance of the award or project; and
- (ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier or materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a award.

(b)

(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of

Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

- (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c)

- (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
  - (ii) The classification is utilized in the area by the construction industry.
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (3) In the event that the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer

Init.

the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer of will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.
- (d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### **§ 13.12.2 Rate of Wages**

The minimum wages to be paid laborers and mechanics under this award involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to this award. These wage rates are minimum rates and are not intended to represent the actual wage rates that the Contractor may have to pay.

### **§ 13.12.3 Payrolls and Basic Records**

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the article entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b)(1) The Contractor shall submit weekly for each week in which any award work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this article. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the –

Superintendent of Documents U.S. Government Printing Office Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the award and shall certify—
  - (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this article and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the award during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the award.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this article.
- (4) The falsification of any of the certifications in this article may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this article available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer of the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **§ 13.12.4 Withholding of Funds**

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this award or any other Federal award with the same Prime Contractor, or any other federally assisted award subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the award. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the award, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### **§ 13.12.5 Apprentices and Trainees**

- (a) Apprentices.
  - (1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—
    - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
    - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

- (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
- (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this article, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
- (2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.
- (3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (4) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this article shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

### § 13.12.6 Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this award.

### § 13.12.7 Subcontracts (Labor Standards)

- (a) Definition. "Construction, alteration or repair," as used in this article means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
  - (2) Painting and decorating;
  - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
  - (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the article entitled Davis Bacon Act of this award, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
  - (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the Davis-Bacon Act article, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the Davis-Bacon Act article, in the "site of the work" definition).
- (b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the articles entitled—
- (1) Davis-Bacon Act;
  - (2) Contract Work Hours and Safety Standards Act – Overtime Compensation (if the article is included in this award);
  - (3) Apprentices and Trainees;
  - (4) Payrolls and Basic Records;
  - (5) Compliance with Copeland Act Requirements;
  - (6) Withholding of Funds;
  - (7) Subcontracts (Labor Standards);
  - (8) Contract Termination – Debarment;
  - (9) Disputes Concerning Labor Standards;
  - (10) Compliance with Davis-Bacon and Related Act Regulations; and
  - (11) Certification of Eligibility.

- (c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the award articles cited in paragraph (b).
- (d) (1) Within 14 days after issuance of the award, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgement, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgement that the articles set forth in paragraph (b) of this article have been included in the subcontract.

Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

- (e) The Contractor shall insert the substance of this article, including paragraph (e) in all subcontracts for construction within the United States.

### **§ 13.12.8 Contract Termination – Debarment**

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act – Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

### **§ 13.12.9 Compliance with Davis-Bacon and Related Act Regulations**

All ruling and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this award.

### **§ 13.12.10 Disputes Concerning Labor Standards**

The United State Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes and Appeals as defined in 10 CFR 600.22. Disputes within the meaning of this article include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### **§ 13.12.11 Certification of Eligibility**

- (a) By entering into this award, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this award shall be subcontracted to any person or firm ineligible for award of a Government award by virtue of section 39a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### **§ 13.12.12 Approval of Wage Rates**

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this award must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the award. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

§ 13.12.13 Section 00 73 43 PREVAILING WAGES contain the Davis-Bacon Act prevailing wages for this project.

#### § 13.12.14 HISTORIC PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link:

<http://www.neshpo.org/find/index.htm>. THPO contact information is available at the following link:  
<http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider compliance with Section 106 of NHPA complete only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

### 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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 above reasons exist, and upon certification by the Architect/Initial Decision Maker 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 Architect/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 Contractor shall be entitled to receive payment for Work executed, and for proven out-of-pocket loss with respect to materials, equipment, tools, and construction equipment and machinery incurred by reason of such termination, but excluding any fee or profit on any unperformed Work.

## 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, 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.

#### § 15.1.2 Time Limits on Claims

**Accrual dates for Statutes of Limitations are controlled by Minnesota Law.**

#### § 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 Architect/Initial Decision Maker with a copy. 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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Architect/Initial Decision Maker.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Architect/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 Architect/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 arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Architect/Initial Decision Maker for initial decision. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to arbitration 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 Architect/Initial Decision Maker and all affected parties agree, the Architect/Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Architect/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 Architect/Initial Decision Maker is unable to resolve the Claim if the Architect/Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Architect/Initial Decision Maker concludes that, in the Architect/Initial Decision Maker's sole discretion, it would be inappropriate for the Architect/Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Architect/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 Architect/Initial Decision Maker in rendering a decision. The Architect/Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Architect/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 Architect/Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Architect/Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect/Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Architect/Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Architect/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 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 arbitration.

§ 15.2.6 Either party may file for arbitration of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 When a written decision of the Architect/Initial Decision Maker states that (1) the decision is final but subject to arbitration, **as provided for herein**, and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect/Initial Decision Maker renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

§ 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.

*(Paragraphs deleted)*

Init.

## § 15.4 Arbitration

NOTE: All references to "Arbitration" in Section 15.4 shall be considered permissive and not mandatory. The Owner shall, in its sole discretion, have the right and option to enforce any claim it may have against the Contractor, or against any of the Subcontractors, Sub-subcontractors, Suppliers or Vendors of Contractor, through litigation. The Owner shall, in its sole discretion, also have the right and option to refuse to arbitrate any claim brought against Owner by the Contractor, either on Contractor's own behalf, or on behalf of any of the Subcontractors, Sub-subcontractors, Suppliers or Vendors of Contractor, and demand that such claim be pursued through litigation. In the event the Owner exercises its right and option to refuse to arbitrate a claim brought against the Owner, written notice of such refusal shall be given by Owner to the party making the claim and to any tribunal administering the claim at any time up to and including the date when Owner is required by any applicable statute, rule or order to respond to such claim.

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim shall be subject to arbitration unless the Owner decides to pursue the claim through litigation 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 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 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. 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.

*(Paragraph deleted)*



Fairmont City Council  
September 25, 2023

Agenda Item: 10.5

**From:** Paul Hoye, Finance Director  
**To:** Mayor and City Council

**Subject:** Employment agreement for interim City Administrator

**Policy/Action Requested:** Motion to approve employment agreement with Jeff O’Neill.

**Vote Required:**  Simple Majority  Roll Call

**Recommendation:** Approve employment agreement with Jeff O’Neill

**Overview:**

At the April 24, 2023 council meeting, the Council created a hiring committee to begin the search for the City’s next City Administrator and they were also tasked with looking for an interim City Administrator that would be able to fill the gap until the next City Administrator is hired. The hiring committee has had several discussions with Mr. O’Neill and feels like he would be a great fit to fill the interim City Administrator position. Mr. O’Neill would like to meet with each council member prior to the meeting on the 25<sup>th</sup> and he will also be present at the meeting on the 25<sup>th</sup> to introduce himself and be available to answer questions.

**Budget Impact:** Funds already included in the 2023 budget for the City Administrator will be used for the interim City Administrator.

**Attachments:**  
Employment Agreement

\*\*\*\*\*  
Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

**INTERIM EMPLOYMENT AGREEMENT  
BETWEEN  
CITY OF FAIRMONT AND JEFF O'NEILL**

**THIS AGREEMENT** is made by and between the City of Fairmont, Minnesota, a municipal corporation (the "Employer" or "City"), and Jeff O'Neill (the "Employee").

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree as follows:

**1. POSITION.** Employer agrees to employ Employee as City Administrator on an interim basis. Employee will be exempt under the federal and state Fair Labor Standards Acts. Employee agrees to serve as City Administrator in accordance with the position description attached hereto and incorporated herein in its entirety as Appendix A, as may be amended from time to time, and state statutes, City charter, ordinances, resolutions, policies, procedures, and practices, and perform such other legally permissible and proper duties and functions as are contained herein or as the City Council or its designees will from time to time assign to Employee.

**2. TERM OF EMPLOYMENT.** Employee will begin employment with Employer under the terms of this Agreement on a date arranged between the City Council designee(s) and the Employee and will continue until such employment is terminated in accordance with this Agreement.

**3. SALARY AND ADDITIONAL PAY.** Employer will pay Employee a gross annualized salary of \$41,600. This salary will be prorated weekly. In addition, Employer will pay Employee \$100 per hour for each hour he works in excess of 8 hours per week. The salary and additional pay will be payable consistent with the Employer's normal payroll practices and subject to any authorized withholdings. Deductions from Employee's salary or additional pay may be made as permitted by law.

**4. HOLIDAYS.** Employer shall provide Employee the same holidays as enjoyed by other non-union employees.

**5. FRINGE BENEFITS.** Employer and Employee agree that providing Employee all fringe benefits available to regular employees is not consistent with the interim, short-term, and

part-time nature of this position. Accordingly, Employee is not eligible for any fringe benefits provided to other City employees, except as specified in this Agreement.

**6. MOBILE PHONE.** Employee reasonably expects to utilize his personal mobile communications device for job-related purposes. Employee will be paid a monthly mobile communications device allowance of \$50.00 per month.

**7. TRAVEL EXPENSES.** Employer will provide Employee payment or reimbursement for job-related travel expenses as follows: (i) \$275.00 per week for Employee's travel time plus mileage based on Internal Revenue Service's standard mileage rate for Employee's use of his personal automobile for travel that Employer completes between Employer's City Hall and the Employee's place of residence for at least one trip per week; and (ii) travel time at a rate of \$50.00 per hour for any travel and mileage based on Internal Revenue Service's standard mileage rate for Employee's use of his personal automobile for travel that Employer specifically requires of Employee in any given week beyond what is explicitly specified in this Agreement. Employer will also provide Employee payment or reimbursement for job-related travel expenses related to: (i) lodging; and (ii) necessary expenses incurred, which will exclude food or drink expenses incurred for travel within the City or to and from Employee's personal residence and City.

**8. JOB-RELATED EXPENSES.** Employer will reimburse Employee for other job-related expenses, which are incurred by Employee and are submitted by Employee in accordance with Employer's policies for reimbursement.

**9. ELECTRONIC DEVICE.** Employee will be authorized to utilize an Employer-issued electronic device for Employer and personal business subject to applicable electronic use policies established all employees.

**10. HOURS OF WORK.** Employee will perform the duties specified in this Agreement at the times and locations as arranged by the City Council or its designees. Employee shall be present at City Hall during regular business hours for a minimum of two calendar days per work week and will work from home three days per week, unless otherwise specified or authorized by the City Council or its designee(s). It is understood that the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings. Evening meetings will be scheduled to coincide with a regular scheduled workday as much as practical. It is understood by Employee that additional compensation and compensatory time

shall not be allowed for extraordinary expenditures of time, unless otherwise specified in this Agreement or as required by law. It is further understood, however, because employee is not receiving fringe benefits as specified in paragraph 5, he may adjust his scheduled hours of work in this paragraph as appropriate with approval of the City Council or its designee(s) in consideration of extraordinary time spent in evening and weekend meetings.

**11. TERMINATION BENEFITS.** Due to the interim, short-term, and part-time nature of Employee's employment with Employer, the parties agree that termination benefits are not appropriate. Accordingly, Employee is not eligible for any termination benefits provided to other City employees, except as specified in this Agreement.

**12. TERMINATION OF EMPLOYMENT.** Employee's employment with the Employer will terminate and his or her last date of employment with the Employer will be the earliest of the following: (i) at the discretion of the Employer, on the date that is 14 calendar days after Employer submits written notice to Employee that Employee is to separate from employment or date that is Employee's last date of employment as stated in a writing by Employer, whichever is later; (ii) at the discretion of the Employee, on the date that is 14 calendar days after Employer receives written notice from Employee that Employee is voluntarily resigning or date that is Employee's last date of employment as stated in Employee's written voluntary resignation, whichever is later; or (iii) date that is 14 calendar days after the date that the City Council's appointed regular, full-time City Administrator begins employment with the City.

**13. GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and applicable law. Furthermore, nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his or her position with Employer, subject only to the provisions of this Agreement.

**14. INDEMNIFICATION.** Employer will defend and indemnify Employee pursuant to Minn. Stat. § 466.07 and § 465.76. In addition, Employer will defend, hold harmless, and indemnify Employee from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances and rules, provided Employee was acting in good faith in the performance of the duties of his or her position at the time in question.

**15. VOLUNTARY AND KNOWING ACTION.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

**16. AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the parties represented; and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement. Each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

**17. GOVERNING LAW.** This Agreement will be deemed to have been made and accepted in Martin County, Minnesota, and the laws of the State of Minnesota will govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

**18. BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of Employer, its successors and assigns, and Employee, and Employee's heirs and legal representatives.

**19. ASSIGNMENT.** The rights of Employee hereunder are personal and may not be assigned or transferred unless consented thereto in writing by Employer.

**20. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and any Employer policies, procedures, and practices addressing the specific subject matters addressed in this Agreement.

**21. MODIFICATIONS AND AMENDMENTS.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement will only be valid when they have been reduced to writing, and signed by Employee and authorized representative(s) of Employer.

**22. SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Any invalid or

unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement will be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

**23. WAIVER.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred will not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving party.

**24. DISPUTE RESOLUTION.** The Employer and Employee agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations will first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Any claims of disputes unresolved after mediation may be pursued as established by law.

**25. HEADINGS.** Headings are provided solely for the convenience of the parties and will not affect the interpretation of this Agreement.

**26. NOTICE.** All notices required under this Agreement will be in writing and will be deemed to have been duly given if sent via electronic mail, certified mail, first class mail-postage prepaid, hand delivery, or overnight courier, and properly addressed to the party at the party's last known email or mailing address or any other address that any party may designate by written notice to the other. Mailed notices will be deemed to have been given at the time posted plus three business days.

**27. EXECUTION.** This Agreement may be executed simultaneously in two or more counterparts that, when taken together, will be deemed an original and constitute one and the same document. The signature of any party to the counterpart will be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages will be deemed as originals and sufficient to bind the executing party.

**28. EXPIRATION OF AGREEMENT.** This Agreement will expire and no longer be in force or effect on the calendar day after Employee's termination of employment specified in paragraph 13 of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the latest date affixed to the signatures below upon which date it will be effective.

**EMPLOYER CITY OF FAIRMONT**

By: \_\_\_\_\_  
Lee C. Baarts, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Patricia J. Monsen, City Clerk

**EMPLOYEE JEFF O'NEILL**

By: \_\_\_\_\_  
Jeff O'Neill

Date: \_\_\_\_\_

**APPENDIX A**

**CITY OF FAIRMONT  
POSITION DESCRIPTION**

**CITY ADMINISTRATOR**

**DEPARTMENT:** Administration  
**FLSA CLASSIFICATION:** Exempt  
**REPORTS TO:** City Council  
**SUPERVISES:** All City Employees

**DEFINITION:**

The City Administrator is the chief administrative officer of the City and is responsible for the proper administration of all affairs and operations of the City. The City Administrator oversees and directs the operation of all departments and offices of the City except as otherwise provided by law. This position performs responsible managerial and supervisory work coordinating and directing City government operations under the direction of the City Council. The Administrator is the Chief Executive Officer who performs highly responsible administrative and managerial tasks.

*To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position. The Essential functions listed below are intended as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them if the work is similar, related or a logical assignment to the position.*

**ESSENTIAL FUNCTIONS OF THE JOB:**

- Performs high-level administrative, technical and professional work in accordance with policy established by the City Council, City, state and Federal laws, regulations and guidelines. This includes directing and supervising the administration and day-to-day management of the City.
- Plans, organizes, and administers all City affairs to ensure a coordinated and efficient effort to meet the goals and objectives of the City Council.
- Oversees the preparation of City Council, Board, and Commission agendas and public meetings.
- Provides professional support to the City Council by attending meetings to report on City affairs. Presents recommendations and specific actions concerning policies and objectives, participates in discussion, and implements council decisions.
- Attends all City Council meetings and other public meetings as needed; ensures council decisions are implemented.
- Ensures proper public relations by following up with all departments to ensure public services are efficiently provided and that all complaints, concerns, and public contacts are effectively handled.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and directs the implementation of changes.
- Represents the City and meets and confers with citizens, business entities, elected officials and outside agencies to discuss City policies and procedures. Remedies problems and resolves inquires and complaints from both internal and external sources. Negotiates and resolves sensitive, significant, and controversial issues.
- Manages the development and implementation of City and departmental goals, objectives, policies and priorities within City policy, ensuring appropriate service and staffing levels and allocating resources accordingly.
- Manages the development and administration of the City budget, revenue, and expenditure forecasts of funds needed for staffing, equipment, materials and supplies; directs and approves expenditures in accordance with City policy; directs the preparation and implementation of budgetary adjustments as necessary.

- Stays abreast of new trends and innovation in the field of public management and administration.
- Advises the City Council on matters of policy and maintains regular written and verbal communication with Council.
- Reviews and analyzes reports, legislation, court cases, and related matters. Directs or personally conducts studies, research, and investigation on a wide variety of administrative and technical areas.
- Prepares and recommends long-range plans for City service programs and develops specific proposals for action on current and future City needs.
- Supervises all City staff directly or indirectly through department supervisors. Interviews and recommends hiring, conducts performance reviews, salaries, and rewards and discipline as provided in the personnel policy. Determines staffing needs, subject to City Council approval. Oversees the preparation and maintaining of position descriptions.
- Performs other duties and activities as apparent or assigned by the City Council.

**EQUIPMENT USED:**

- Computer
- Mobile devices

**REQUIRED KNOWLEDGE AND ABILITIES:**

- Knowledge of operational characteristics, services, and activities of municipal administration and organization.
- Knowledge of modern policies and practices of public administration; working knowledge of municipal finance, public works, public safety, community development, human resources, economic development, and municipal airports.
- Knowledge of and skill in advanced principles and practices used in municipal budget preparation and administration.
- Knowledge of pertinent Federal, State and local laws, ordinances, statutes and regulations.
- Skill in preparing and administering municipal budgets and programs.
- Ability to develop, implement, and administer goals, objectives, and procedures for providing effective and efficient services for the City.
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of established goals.
- Ability to identify and respond to community and City Council issues, concerns, and needs.
- Ability to communicate effectively with diverse groups of individuals using tact and diplomacy.

**MINIMUM QUALIFICATIONS:**

- Bachelor's Degree in public or business administration or a related field.
- Five years of responsible local government experience.
- Five years of supervisory experience.
- Strong and effective communication and writing skills; proficient in Microsoft software programs; leadership and ethics training; management and problem solving.

**PREFERRED QUALIFICATIONS:**

- Master's degree in Public Administration .
- Previous experience in city administration.

**CONDITIONS OF EMPLOYMENT:**

- Possession of a MN Class D Driver License or the ability to obtain one within thirty (30) days of employment
- Must comply with organizational and departmental policies.

**WORK SCHEDULE:**

The typical work hours for this position are 8:00 a.m. to 4:30 p.m., Monday-Friday. Additional hours will be required, as this position is responsible to attend City Council meetings and other meetings as necessary.

**WORK ENVIRONMENT/PHYSICAL DEMANDS:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This position requires the employee to work alone, with others, around others and have contact with the public. This position will work indoors.

Activities that will **occur continuously**, sitting, verbal communication, hearing, repetitive motions with hands, wrists and fingers.

Activities that will **occur frequently**, problem solving, written communication, interpersonal skills, standing.

Activities that **occur occasionally**, walking, lifting, carrying, reaching, hand/eye/foot coordination.

Activities that **occur infrequently**, bending; stooping; kneeling; reaching at, above, and below shoulder level with the right, left, and both shoulders; and lifting and carrying up to 24 pounds.

*The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

**ACKNOWLEDGEMENT:**

I have read this job description and fully understand the requirements set forth herein. I understand that this is to be used as a guide and that I will be responsible for performing other duties as assigned. I further understand this job description does not constitute an employment contract with the City of Fairmont.

Employee Signature	Printed Name	Date



Council Member Agenda Request  
September 25, 2023

Agenda Item: 11.1

**From:** Mayor Baarts and Council Member Miller

**Subject:** City Administrator, Interim City Administrator Search Update

**Staff Action Requested:** None

**Overview:** Mayor Baarts and Council Member Miller will give a bi-weekly update on the City Administrator, Interim City Administrator Search.

**Attachments:**

\*\*\*\*\*

Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

**Accounts Payable**  
**Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b><u>A.H. Hermel Company</u></b>					
A.H. Hermel Company	Liquor Store	Supplies-Liquor Store	384.77	161724	09/05/2023 1
A.H. Hermel Company	Liquor Store	Supplies-Liquor Store	345.35	161724	09/05/2023 1
A.H. Hermel Company	Liquor - Mdse for Resale	Freight	8.95	161724	09/05/2023 1
A.H. Hermel Company	Liquor - Mdse for Resale	Freight	8.95	161724	09/05/2023 1
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	166.60	161724	09/05/2023 1
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	224.64	161724	09/05/2023 1
		<b>Total for A.H. Hermel Company</b>	<b>1,139.26</b>		
<b><u>A1 Concrete Grinding &amp; Mudjacking</u></b>					
A1 Concrete Grinding & Mudjacking	Liquor Store	Raise Concrete Pad Main Door & Seal Liquor Store	1,000.00	161854	09/18/2023 1
A1 Concrete Grinding & Mudjacking	Paved Streets	Concrete 207 Webster Remove Approach & Sidewalk Grade& Pour &Pir	3,526.60	161854	09/18/2023 1
		<b>Total for A1 Concrete Grinding &amp; Mudjacking</b>	<b>4,526.60</b>		
<b><u>Alex Air Apparatus 2 LLC</u></b>					
Alex Air Apparatus 2 LLC	Fire Fighting	Compressor Service & Air Quality Check 2023	1,009.88	161743	09/07/2023 1
		<b>Total for Alex Air Apparatus 2 LLC</b>	<b>1,009.88</b>		
<b><u>Amazon Capital Services</u></b>					
Amazon Capital Services	Director of Finance	Office Supplies	4.45	161744	09/07/2023 1
Amazon Capital Services	Fire Fighting	Office Supplies	3.56	161744	09/07/2023 1
Amazon Capital Services	Fire Fighting	Multipurpose Leverage Tool (2 pack) Fire Dept	24.99	161906	09/21/2023 1
Amazon Capital Services	Fire Fighting	Crowbar W Heat-Treated Steel, Handheld Fire Extinguisher Fire D	207.94	161906	09/21/2023 1
Amazon Capital Services	Central Garage	Gas Pedals City Shop	74.98	161933	09/26/2023 1
Amazon Capital Services	Parks	Loppers Park Dept	83.98	161744	09/07/2023 1
Amazon Capital Services	Parks	Office Supplies	3.56	161744	09/07/2023 1
Amazon Capital Services	Planning & Zoning	Office Supplies	4.45	161744	09/07/2023 1
Amazon Capital Services	Police Administration	Office Supplies	1.78	161744	09/07/2023 1
Amazon Capital Services	Crime Control & Investigation	Office Supplies	2.67	161744	09/07/2023 1
Amazon Capital Services	Recording & Reporting	Office Supplies	4.45	161744	09/07/2023 1
Amazon Capital Services	Lake Restoration	Office Supplies	1.78	161744	09/07/2023 1
Amazon Capital Services	Paved Streets	Office Supplies	1.78	161744	09/07/2023 1
Amazon Capital Services	City Manager	Office Supplies	4.45	161744	09/07/2023 1
Amazon Capital Services	Economic Development	Office Supplies	2.67	161744	09/07/2023 1
Amazon Capital Services	Engineering	Office Supplies	9.79	161744	09/07/2023 1
Amazon Capital Services	Engineering	2 Pack All Weather Pens Engineering Dept	36.84	161906	09/21/2023 1
Amazon Capital Services	Liquor Store	Office Supplies	1.78	161744	09/07/2023 1
Amazon Capital Services	Data Processing	Office Supplies	2.67	161744	09/07/2023 1
Amazon Capital Services	Building Inspection	Office Supplies	4.45	161744	09/07/2023 1
Amazon Capital Services	Airport	Office Supplies	4.45	161744	09/07/2023 1
Amazon Capital Services	Parking Lots	Office Supplies	1.78	161744	09/07/2023 1
Amazon Capital Services	Animal Control	Filters Humane Society	654.35	161855	09/18/2023 1
		<b>Total for Amazon Capital Services</b>	<b>1,143.60</b>		
<b><u>American Welding &amp; Gas, Inc.</u></b>					
American Welding & Gas, Inc.	Central Garage	Welding Gas & Oxygen	71.70	161643	08/30/2023 1

**Accounts Payable**  
**Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
American Welding & Gas, Inc.	Central Garage	Welding Blanket City Shop	45.00	161745	09/07/2023 1
<b>Total for American Welding &amp; Gas, Inc.</b>			<b>116.70</b>		
<b>Andersen</b>					
Andersen	Non-departmental	Refund Check 018514-000, 1511 Falcon Dr #205	0.62	161712	09/01/2023 1
Andersen	Non-departmental	Refund Check 018514-000, 1511 Falcon Dr #205	0.05	161712	09/01/2023 1
Andersen	Non-departmental	Refund Check 018514-000, 1511 Falcon Dr #205	0.62	161712	09/01/2023 1
Andersen	Non-departmental	Refund Check 018514-000, 1511 Falcon Dr #205	0.41	161712	09/01/2023 1
<b>Total for Andersen</b>			<b>1.70</b>		
<b>Aramark Uniform Services</b>					
Aramark Uniform Services	Parks	Cleaning Supplies Park Dept	25.03	161907	09/21/2023 1
Aramark Uniform Services	Parks	Cleaning Supplies Park Dept	25.03	161644	08/30/2023 1
Aramark Uniform Services	Parks	Cleaning Supplies Park Dept	25.04	161746	09/07/2023 1
Aramark Uniform Services	Parks	Cleaning Supplies Park Dept	25.03	161856	09/18/2023 1
Aramark Uniform Services	Central Garage	Launder Uniforms for Mechanics	52.49	161856	09/18/2023 1
Aramark Uniform Services	Central Garage	Launder uniforms for mechanics	49.49	161907	09/21/2023 1
Aramark Uniform Services	Central Garage	Launder Uniforms for Mechanics	49.01	161644	08/30/2023 1
Aramark Uniform Services	Central Garage	Launder Uniforms for Mechanics	49.01	161746	09/07/2023 1
Aramark Uniform Services	Paved Streets	Cleaning Supplies Street Dept	25.04	161644	08/30/2023 1
Aramark Uniform Services	Paved Streets	Cleaning Supplies Street Dept	25.03	161746	09/07/2023 1
Aramark Uniform Services	Paved Streets	Cleaning Supplies Street Dept	25.04	161856	09/18/2023 1
Aramark Uniform Services	Paved Streets	Cleaning Supplies Street Dept	25.04	161907	09/21/2023 1
<b>Total for Aramark Uniform Services</b>			<b>400.28</b>		
<b>Arnold Motor Supply</b>					
Arnold Motor Supply	Central Garage	24 1G-20 Blue Washer Fluid	98.40	161857	09/18/2023 1
Arnold Motor Supply	Central Garage	Q-Bond Adhesive Kit	12.99	161857	09/18/2023 1
Arnold Motor Supply	Parks	Powered FHP MED HP V-Belt Park 550	32.98	161747	09/07/2023 1
Arnold Motor Supply	Parks	6 1G RV Antifreeze	46.68	161908	09/21/2023 1
<b>Total for Arnold Motor Supply</b>			<b>191.05</b>		
<b>Atlantic Coca-Cola Bottling Company</b>					
Atlantic Coca-Cola Bottling Company	Liquor - Mdse for Resale	Pop/Mix	95.28	161725	09/05/2023 1
Atlantic Coca-Cola Bottling Company	Liquor - Mdse for Resale	Pop/Mix	146.36	161725	09/05/2023 1
Atlantic Coca-Cola Bottling Company	Liquor - Mdse for Resale	Pop/Mix	119.96	161725	09/05/2023 1
<b>Total for Atlantic Coca-Cola Bottling Company</b>			<b>361.60</b>		
<b>Bauer Built Tire</b>					
Bauer Built Tire	Parks	Tow Max Tire Park 563	49.00	161645	08/30/2023 1
<b>Total for Bauer Built Tire</b>			<b>49.00</b>		
<b>Bellboy Corporation</b>					
Bellboy Corporation	Liquor - Mdse for Resale	Freight	9.58	161726	09/05/2023 1
Bellboy Corporation	Liquor - Mdse for Resale	Freight	50.00	161726	09/05/2023 1
Bellboy Corporation	Liquor - Mdse for Resale	Liquor	2,351.92	161726	09/05/2023 1
Bellboy Corporation	Liquor - Mdse for Resale	Misc Merchandise For Resale Liquor Store	439.05	161726	09/05/2023 1
Bellboy Corporation	Liquor Store	Supplies Liquor Store	21.00	161726	09/05/2023 1
<b>Total for Bellboy Corporation</b>			<b>2,871.55</b>		

**Accounts Payable**  
**Check Approval List - City Council**



From: 08/30/2023

To: 09/26/2023

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b><u>Bevcomm Inc</u></b>					
Bevcomm Inc	Data Processing	Sept 2023 Rocketfailover Fusion	39.95	161748	09/07/2023 1
Bevcomm Inc	Data Processing	Aug 2023 Computer Related Support Services, Choicescan, Backup D	6,594.75	161748	09/07/2023 1
Bevcomm Inc	Data Processing	Microsoft Office 365 Apps, Licenses, Visio Plan 2 Sept 2023	2,582.10	161748	09/07/2023 1
Bevcomm Inc	Data Processing	24 pt Managed Switches	2,749.96	161748	09/07/2023 1
		<b>Total for Bevcomm Inc</b>	<b>11,966.76</b>		
<b><u>Bierschbach Equipment &amp; Supply</u></b>					
Bierschbach Equipment & Supply	Road & Bridge Equipment	Cut-N Break Blade & Belt	435.55	161909	09/21/2023 1
		<b>Total for Bierschbach Equipment &amp; Supply</b>	<b>435.55</b>		
<b><u>Boekett Building Supply</u></b>					
Boekett Building Supply	Parks	Split Rail Fence. Park Fence Repair	365.76	161749	09/07/2023 1
Boekett Building Supply	Parks	Re-Rod & Rebar Tie Wire Shade Structure Park Dept	75.75	161858	09/18/2023 1
Boekett Building Supply	Parks	Shade Structure Supplies Park Dept	125.62	161858	09/18/2023 1
Boekett Building Supply	Parks	Shop Supplies Park Dept	23.70	161858	09/18/2023 1
		<b>Total for Boekett Building Supply</b>	<b>590.83</b>		
<b><u>Breakthru Beverage MN Wine &amp; Spirits</u></b>					
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	11.10	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	11.10	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	44.00	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	70.30	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	-3.70	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	4,410.71	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	11.10	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	7.40	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Pop/Mix	237.98	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Pop/Mix	72.00	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	-240.00	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	276.00	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	748.00	161727	09/05/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Pop/Mix	240.30	161727	09/05/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	640.00	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	88.80	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	-72.00	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	4,040.91	161940	09/21/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	172.82	161727	09/05/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	9,014.31	161727	09/05/2023 1
		<b>Total for Breakthru Beverage MN Wine &amp; Spirits</b>	<b>19,781.13</b>		
<b><u>Brudelie</u></b>					
Brudelie	Crime Control & Investigation	Alcohol Compliance Check	75.00	161859	09/18/2023 1
		<b>Total for Brudelie</b>	<b>75.00</b>		
<b><u>Capital One Trade Credit</u></b>					
Capital One Trade Credit	Central Garage	20,000 lb Tow Straps #131	28.00	161750	09/07/2023 1
		<b>Total for Capital One Trade Credit</b>	<b>28.00</b>		

**Accounts Payable**  
**Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b><u>Carlos Creek Winery</u></b>					
Carlos Creek Winery	Liquor - Mdse for Resale	Wine	285.00	161941	09/21/2023 1
		<b>Total for Carlos Creek Winery</b>	<b>285.00</b>		
<b><u>Carquest Auto Parts</u></b>					
Carquest Auto Parts	Road & Bridge Equipment	Trico Ice Wiper Blades Street #137	26.78	161751	09/07/2023 1
Carquest Auto Parts	Road & Bridge Equipment	Turn Signal Flasher Street #137	16.24	161751	09/07/2023 1
		<b>Total for Carquest Auto Parts</b>	<b>43.02</b>		
<b><u>Carquest Auto Parts Stores</u></b>					
Carquest Auto Parts Stores	Road & Bridge Equipment	Core Return Street #132	-22.00	161752	09/07/2023 1
Carquest Auto Parts Stores	Road & Bridge Equipment	Battery Street #132	169.39	161752	09/07/2023 1
Carquest Auto Parts Stores	Road & Bridge Equipment	A/C Hoses, Accumulator, Fixed Orifice Street 135	96.02	161752	09/07/2023 1
Carquest Auto Parts Stores	Road & Bridge Equipment	LED Lights Street 112	52.12	161860	09/18/2023 1
Carquest Auto Parts Stores	Road & Bridge Equipment	Hydraulic Hose Made #110	252.91	161910	09/21/2023 1
Carquest Auto Parts Stores	Crime Control & Investigation	Bulbs Police #2	6.64	161752	09/07/2023 1
Carquest Auto Parts Stores	Parks	Hose End Park 501	17.99	161860	09/18/2023 1
Carquest Auto Parts Stores	Parks	Battery Park 500 Warranty 09/12/23 to 09/12/2026	147.39	161910	09/21/2023 1
Carquest Auto Parts Stores	Parks	Spark Plugs Park 500	30.88	161910	09/21/2023 1
Carquest Auto Parts Stores	Central Garage	Gasket Marker City Shop	33.11	161860	09/18/2023 1
Carquest Auto Parts Stores	Central Garage	TKO Hand Cleaner City Shop	40.00	161910	09/21/2023 1
Carquest Auto Parts Stores	Engineering	Battery Engineering 730 Warranty 09/14/23 to 09/14/26	147.39	161910	09/21/2023 1
		<b>Total for Carquest Auto Parts Stores</b>	<b>971.84</b>		
<b><u>Cemstone Concrete Materials LLC</u></b>					
Cemstone Concrete Materials LLC	Parks	Concrete Hengen St Playground	465.50	161861	09/18/2023 1
		<b>Total for Cemstone Concrete Materials LLC</b>	<b>465.50</b>		
<b><u>Central Farm Service</u></b>					
Central Farm Service	Central Garage	DEF-Bulk	281.00	161862	09/18/2023 1
		<b>Total for Central Farm Service</b>	<b>281.00</b>		
<b><u>Chaplin</u></b>					
Chaplin	Non-departmental	Refund Check 018600-000, 123 1/2 Downtown Plaza #2	1.44	161713	09/01/2023 1
Chaplin	Non-departmental	Refund Check 018600-000, 123 1/2 Downtown Plaza #2	0.13	161713	09/01/2023 1
Chaplin	Non-departmental	Refund Check 018600-000, 123 1/2 Downtown Plaza #2	1.45	161713	09/01/2023 1
Chaplin	Non-departmental	Refund Check 018600-000, 123 1/2 Downtown Plaza #2	0.97	161713	09/01/2023 1
		<b>Total for Chaplin</b>	<b>3.99</b>		
<b><u>Cintas Corporation</u></b>					
Cintas Corporation	Parks	First Aid Supplies	31.85	161753	09/07/2023 1
Cintas Corporation	Paved Streets	First Aid Supplies	46.64	161753	09/07/2023 1
		<b>Total for Cintas Corporation</b>	<b>78.49</b>		
<b><u>Civic Plus LLC</u></b>					
Civic Plus LLC	Recording & Reporting	Online Hosting Subscription 08/01/23 to 07/31/2024	1,083.00	161934	09/26/2023 1
		<b>Total for Civic Plus LLC</b>	<b>1,083.00</b>		
<b><u>Cleanrite/Chem Dry</u></b>					
Cleanrite/Chem Dry	Fire Fighting	Cleaned Carpets in Fire Hall Bldg 07/06/2023	150.00	161754	09/07/2023 1
		<b>Total for Cleanrite/Chem Dry</b>	<b>150.00</b>		

**Accounts Payable**  
**Check Approval List - City Council**



From: 08/30/2023

To: 09/26/2023

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b><u>Cromwell</u></b>					
Cromwell	Crime Control & Investigation	EVOC Training 09/05 to 09/06/2023 St Cloud, MN	186.29	0	09/18/2023 1
		<b>Total for Cromwell</b>	<b>186.29</b>		
<b><u>Culligan Water of Fairmont</u></b>					
Culligan Water of Fairmont	Fire Fighting	Cooler Rental & Bottled Water Fire Dept	45.30	161863	09/18/2023 1
		<b>Total for Culligan Water of Fairmont</b>	<b>45.30</b>		
<b><u>Dahlheimer Beverage</u></b>					
Dahlheimer Beverage	Liquor - Mdse for Resale	Liquor	1,823.68	161728	09/05/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Liquor	1,492.25	161942	09/21/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	23,730.35	161942	09/21/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Pop/Mix	6.25	161728	09/05/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	38,224.72	161728	09/05/2023 1
		<b>Total for Dahlheimer Beverage</b>	<b>65,277.25</b>		
<b><u>Dakota Riggers &amp; Tool Supply, Inc.</u></b>					
Dakota Riggers & Tool Supply, Inc.	Parks	Sling 4" x 30' Park Dept	139.92	161755	09/07/2023 1
Dakota Riggers & Tool Supply, Inc.	Road & Bridge Equipment	Sling 4" x 20' Street Dept	121.59	161755	09/07/2023 1
Dakota Riggers & Tool Supply, Inc.	Road & Bridge Equipment	Latch Kit 3/8"	93.04	161755	09/07/2023 1
		<b>Total for Dakota Riggers &amp; Tool Supply, Inc.</b>	<b>354.55</b>		
<b><u>Dan's Appliance, Inc.</u></b>					
Dan's Appliance, Inc.	Fire Fighting	Dishwasher Fire Dept	495.99	161911	09/21/2023 1
		<b>Total for Dan's Appliance, Inc.</b>	<b>495.99</b>		
<b><u>Day Plumbing Heating &amp; Cooling, Inc.</u></b>					
Day Plumbing Heating & Cooling, Inc.	Animal Control	Condensate was plugged. Fixed Humane Society	105.00	161646	08/30/2023 1
		<b>Total for Day Plumbing Heating &amp; Cooling, Inc.</b>	<b>105.00</b>		
<b><u>DeBoer</u></b>					
DeBoer	SMEC Building	CER Window Sign	75.00	161864	09/18/2023 1
		<b>Total for DeBoer</b>	<b>75.00</b>		
<b><u>Dee's Floral &amp; Design</u></b>					
Dee's Floral & Design	Director of Finance	Memorial Flowers Don Diekmann	40.27	161756	09/07/2023 1
		<b>Total for Dee's Floral &amp; Design</b>	<b>40.27</b>		
<b><u>Drever, Mark</u></b>					
Drever, Mark	Paved Streets	Safety Boots Reimbursement	219.99	161757	09/07/2023 1
		<b>Total for Drever, Mark</b>	<b>219.99</b>		
<b><u>Duderstadt, Jr.</u></b>					
Duderstadt, Jr.	Local Access	Aug 2023 Council Meetings	112.50	161758	09/07/2023 1
		<b>Total for Duderstadt, Jr.</b>	<b>112.50</b>		
<b><u>Dulcimer Medical Center</u></b>					
Dulcimer Medical Center	Paved Streets	Drug/Alcohol Random Testing	74.30	161647	08/30/2023 1
Dulcimer Medical Center	Fire Fighting	Fireman Physical J Miller	533.14	161759	09/07/2023 1
Dulcimer Medical Center	Parks	Drug/Alcohol Random Testing	29.00	161647	08/30/2023 1
Dulcimer Medical Center	Parks	Drug/Alcohol Random Testing	74.30	161647	08/30/2023 1
		<b>Total for Dulcimer Medical Center</b>	<b>710.74</b>		
<b><u>Eisenbacher</u></b>					

**Accounts Payable**  
**Check Approval List - City Council**



From: 08/30/2023

To: 09/26/2023

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Eisenbacher	Non-departmental	Refund Check 018296-001, 856 Redwood Dr	2.95	161714	09/01/2023 1
Eisenbacher	Non-departmental	Refund Check 018296-001, 856 Redwood Dr	1.97	161714	09/01/2023 1
Eisenbacher	Non-departmental	Refund Check 018296-001, 856 Redwood Dr	0.29	161714	09/01/2023 1
Eisenbacher	Non-departmental	Refund Check 018296-001, 856 Redwood Dr	7.76	161714	09/01/2023 1
Eisenbacher	Non-departmental	Refund Check 018296-001, 856 Redwood Dr	2.95	161714	09/01/2023 1
		<b>Total for Eisenbacher</b>	<b>15.92</b>		
<b><u>Elan Financial Services</u></b>					
Elan Financial Services	Aquatic Park	Cleaning Supplies Aquatic Park	91.98	161830	09/14/2023 1
Elan Financial Services	Aquatic Park	Equipment for Concessions Aquatic Park	75.50	161830	09/14/2023 1
Elan Financial Services	Aquatic Park	Birthday Party Supplies Aquatic Park	57.72	161830	09/14/2023 1
Elan Financial Services	Aquatic Park	Finger Print Membership Monthly Software & CC Test Aquatic Park	120.17	161830	09/14/2023 1
Elan Financial Services	Aquatic Park	Food for Resale Aquatic Park	45.70	161830	09/14/2023 1
Elan Financial Services	Aquatic Park	Misc Op Supplies Aquatic Park	178.26	161830	09/14/2023 1
Elan Financial Services	Aquatic Park	Beverages for Resale Aquatic Park	7.99	161830	09/14/2023 1
Elan Financial Services	Aquatic Park	Training Aquatic Park	383.54	161830	09/14/2023 1
Elan Financial Services	Recording & Reporting	City Clerk Training LMC	250.00	161830	09/14/2023 1
Elan Financial Services	Crime Control & Investigation	V48 Radio Mic Replacement	149.99	161830	09/14/2023 1
Elan Financial Services	Crime Control & Investigation	Gun Lube & Cleaner, Trigger Housing Pin Police Dept	95.34	161830	09/14/2023 1
Elan Financial Services	Crime Control & Investigation	Jumbo Tote for Squad 11 Equipment	26.82	161830	09/14/2023 1
Elan Financial Services	Crime Control & Investigation	Gloves & Evidence Storage Bags	287.25	161830	09/14/2023 1
Elan Financial Services	Aquatic Park	Supplies Aquatic Park	18.07	161830	09/14/2023 1
Elan Financial Services	Parks	Dr Field & Brush Mower Pro 26 15.5 HP, Maintenance Meter, Brush B	2,901.37	161830	09/14/2023 1
Elan Financial Services	Parks	Equipment Parks Dept	50.85	161830	09/14/2023 1
Elan Financial Services	Parks	Hunter PRO-Spray Spray Head Park Dept	45.64	161830	09/14/2023 1
Elan Financial Services	Airport	Breaker-Airport	214.70	161830	09/14/2023 1
Elan Financial Services	Mayor & Council	2023 Mayors Meetup: Marshall, MN 08/18/23	25.00	161830	09/14/2023 1
Elan Financial Services	Data Processing	Renewal of Facebook Feed to Website 07/22/23 to 07/22/24	98.00	161830	09/14/2023 1
		<b>Total for Elan Financial Services</b>	<b>5,123.89</b>		
<b><u>Equifax Information Services, LLC</u></b>					
Equifax Information Services, LLC	General Government Buildings	Aug 2023 Monthly Invoice & Subscription Fee & Minimum Charge	57.50	161760	09/07/2023 1
		<b>Total for Equifax Information Services, LLC</b>	<b>57.50</b>		
<b><u>Erickson Engineering</u></b>					
Erickson Engineering	Paved Streets	DNR Permit Appl, Corps Permit Appl Memorial Park Dr Bridge	315.00	161865	09/18/2023 1
		<b>Total for Erickson Engineering</b>	<b>315.00</b>		
<b><u>Fairmont Sentinel</u></b>					
Fairmont Sentinel	Fire Fighting	Job Opening Firefighter Ads	249.75	161866	09/18/2023 1
Fairmont Sentinel	Planning & Zoning	Fmt Planning Commission S Petrowiak, Car Parts Direct	97.88	161761	09/07/2023 1
Fairmont Sentinel	Planning & Zoning	Fmt Planning Commission T Kramer, D Klous	108.75	161761	09/07/2023 1
Fairmont Sentinel	Director of Finance	Annual Disclosure TIF	445.50	161866	09/18/2023 1
Fairmont Sentinel	Parks	Advertisement for Bids Gomsrud Channel Wall Repairs	621.25	161761	09/07/2023 1
		<b>Total for Fairmont Sentinel</b>	<b>1,523.13</b>		
<b><u>Fairmont Sentinel Subscriptions</u></b>					
Fairmont Sentinel Subscriptions	City Manager	1 year subscription through 09/19/2024 City Hall	278.40	161762	09/07/2023 1

**Accounts Payable**  
**Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b>Total for Fairmont Sentinel Subscriptions</b>			<b>278.40</b>		
<b><u>Federated Rural Electric Association</u></b>					
Federated Rural Electric Association	Airport	Electric Utilities 07/31 to 08/31/2023 Airport	11.64	161912	09/21/2023 1
<b>Total for Federated Rural Electric Association</b>			<b>11.64</b>		
<b><u>Flaherty &amp; Hood P.A.</u></b>					
Flaherty & Hood P.A.	Other General Gov't	Aug 2023 Labor & Employment Consultation Services	1,836.25	161867	09/18/2023 1
Flaherty & Hood P.A.	Other General Gov't	Aug 2023 General, Litigation & Real Estate Matters	18,666.25	161867	09/18/2023 1
<b>Total for Flaherty &amp; Hood P.A.</b>			<b>20,502.50</b>		
<b><u>Fleet &amp; Farm Supply</u></b>					
Fleet & Farm Supply	Fire Fighting	Battery for Far West Overhead Door (E-6) Fire Dept	4.99	161763	09/07/2023 1
Fleet & Farm Supply	Parks	Cleaning Supplies Park Dept	35.57	161763	09/07/2023 1
Fleet & Farm Supply	Parks	Shims 12" Park Dept	6.99	161763	09/07/2023 1
Fleet & Farm Supply	Parks	Shop Supplies Park Dept	29.50	161763	09/07/2023 1
Fleet & Farm Supply	Parks	Shop Supplies Park Dept	38.47	161763	09/07/2023 1
Fleet & Farm Supply	Parks	Plummer Putty Park Repairs	2.59	161763	09/07/2023 1
Fleet & Farm Supply	Parks	Light Cover, Silicone Park Dept	8.58	161763	09/07/2023 1
Fleet & Farm Supply	Crime Control & Investigation	Equipment Parts Police Dept	2.99	161763	09/07/2023 1
Fleet & Farm Supply	Crime Control & Investigation	Key Kwikset (4) Cmd Trailer Keys	7.96	161763	09/07/2023 1
Fleet & Farm Supply	Aquatic Park	Aquatic Park Concession Stand Repairs	50.07	161763	09/07/2023 1
Fleet & Farm Supply	Aquatic Park	Pool Chemicals Aquatic Park	66.95	161763	09/07/2023 1
Fleet & Farm Supply	Aquatic Park	Faucet Handle Repair Aquatic Park	15.99	161763	09/07/2023 1
Fleet & Farm Supply	Airport	Equipment Parts Airport	63.95	161763	09/07/2023 1
Fleet & Farm Supply	Paved Streets	Wet Seal Pioneer Bridge Street Dept	185.90	161763	09/07/2023 1
Fleet & Farm Supply	Paved Streets	Sprayer Parts Street Dept	31.97	161763	09/07/2023 1
Fleet & Farm Supply	Paved Streets	2 Gallon Sprayer Street Dept	24.99	161763	09/07/2023 1
<b>Total for Fleet &amp; Farm Supply</b>			<b>577.46</b>		
<b><u>Fleming</u></b>					
Fleming	Non-departmental	Refund Check 017552-001, 214 Winnebago Ave	0.17	161715	09/01/2023 1
Fleming	Non-departmental	Refund Check 017552-001, 214 Winnebago Ave	0.01	161715	09/01/2023 1
Fleming	Non-departmental	Refund Check 017552-001, 214 Winnebago Ave	0.11	161715	09/01/2023 1
Fleming	Non-departmental	Refund Check 017552-001, 214 Winnebago Ave	0.17	161715	09/01/2023 1
Fleming	Non-departmental	Refund Check 017552-001, 214 Winnebago Ave	0.45	161715	09/01/2023 1
<b>Total for Fleming</b>			<b>0.91</b>		
<b><u>Frontier Communications</u></b>					
Frontier Communications	Airport	Sept 2023 Airport Card Reader	46.43	161913	09/21/2023 1
<b>Total for Frontier Communications</b>			<b>46.43</b>		
<b><u>Frontier Precision, Inc.</u></b>					
Frontier Precision, Inc.	Engineering	Anntena Handle Mount Plate, PowerCore 5000 Power Bank	68.00	161764	09/07/2023 1
<b>Total for Frontier Precision, Inc.</b>			<b>68.00</b>		
<b><u>FullStack</u></b>					
FullStack	Crime Control & Investigation	Quarterly hosting of http://fairmontpolice.org Sept, Oct, Nov23	87.00	161868	09/18/2023 1
<b>Total for FullStack</b>			<b>87.00</b>		
<b><u>Gemini Studios</u></b>					

**Accounts Payable**  
**Check Approval List - City Council**



From: 08/30/2023

To: 09/26/2023

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Gemini Studios	Local Access	Sept 2023 Operation of Audio & Video Broadcast Equipment	450.00	161765	09/07/2023 1
Gemini Studios	Local Access	Sept 2023 Local Access Channel & Boxcast Membership	600.00	161765	09/07/2023 1
<b>Total for Gemini Studios</b>			<b>1,050.00</b>		
<b><u>Gillette Pepsi Companies Inc.</u></b>					
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale	Pop/Mix	326.75	161729	09/05/2023 1
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale	Pop/Mix	340.85	161729	09/05/2023 1
<b>Total for Gillette Pepsi Companies Inc.</b>			<b>667.60</b>		
<b><u>GMS Industrial Supplies, Inc.</u></b>					
GMS Industrial Supplies, Inc.	Central Garage	Split Point Bits	62.22	161914	09/21/2023 1
GMS Industrial Supplies, Inc.	Central Garage	Permaseal Connectors 22-18 to 16-14 & 16-14 to 12-10	55.00	161914	09/21/2023 1
GMS Industrial Supplies, Inc.	Central Garage	5/8-11 Grade 8 Hex Nut (25)	12.50	161914	09/21/2023 1
<b>Total for GMS Industrial Supplies, Inc.</b>			<b>129.72</b>		
<b><u>GMS, Inc.</u></b>					
GMS, Inc.	Urban Redevelopment & Housing	May 2023 Monthly License & Warranty	80.00	161648	08/30/2023 1
GMS, Inc.	Urban Redevelopment & Housing	June 2023 Monthly License & Warranty	80.00	161648	08/30/2023 1
GMS, Inc.	Urban Redevelopment & Housing	July 2023 Monthly License & Warranty	80.00	161648	08/30/2023 1
GMS, Inc.	Urban Redevelopment & Housing	Aug 2023 Fin Fee	3.60	161766	09/07/2023 1
GMS, Inc.	Urban Redevelopment & Housing	Aug 2023 Monthly License & Warranty	80.00	161766	09/07/2023 1
<b>Total for GMS, Inc.</b>			<b>323.60</b>		
<b><u>Greene</u></b>					
Greene	Non-departmental	Refund Check 018484-000, 1001 Pheasant Av 310	0.42	161716	09/01/2023 1
Greene	Non-departmental	Refund Check 018484-000, 1001 Pheasant Av 310	0.05	161716	09/01/2023 1
Greene	Non-departmental	Refund Check 018484-000, 1001 Pheasant Av 310	0.28	161716	09/01/2023 1
Greene	Non-departmental	Refund Check 018484-000, 1001 Pheasant Av 310	0.42	161716	09/01/2023 1
<b>Total for Greene</b>			<b>1.17</b>		
<b><u>Guaranteed Electric Services, Inc</u></b>					
Guaranteed Electric Services, Inc	Parks	8/10 Trouble Shoot Range Not Working Public Works Bldg	286.38	161649	08/30/2023 1
Guaranteed Electric Services, Inc	Central Garage	8/10 Trouble Shoot Range Not Working Public Works Bldg	93.24	161649	08/30/2023 1
Guaranteed Electric Services, Inc	Paved Streets	8/10 Trouble Shoot Range Not Working Public Works Bldg	286.38	161649	08/30/2023 1
<b>Total for Guaranteed Electric Services, Inc</b>			<b>666.00</b>		
<b><u>Hertzke Construction &amp; Millwork, Inc.</u></b>					
Hertzke Construction & Millwork, Inc.	General Government Buildings	2x2 Ceiling Tiles City Hall	222.27	161767	09/07/2023 1
Hertzke Construction & Millwork, Inc.	Parks	2 x 12's Treated Lumber Park Dept	125.96	161869	09/18/2023 1
<b>Total for Hertzke Construction &amp; Millwork, Inc.</b>			<b>348.23</b>		
<b><u>Home City Ice Co.</u></b>					
Home City Ice Co.	Liquor - Mdse for Resale	Ice	254.60	161730	09/05/2023 1
Home City Ice Co.	Liquor - Mdse for Resale	Ice	366.15	161730	09/05/2023 1
Home City Ice Co.	Liquor - Mdse for Resale	Ice	297.20	161730	09/05/2023 1
Home City Ice Co.	Liquor - Mdse for Resale	Ice	117.00	161730	09/05/2023 1
<b>Total for Home City Ice Co.</b>			<b>1,034.95</b>		
<b><u>Hometown Sanitation Services, LLC</u></b>					
Hometown Sanitation Services, LLC	Liquor Store	Sept 2023 Cardboard Pickup Liquor Store	87.99	161870	09/18/2023 1
Hometown Sanitation Services, LLC	SMEC Building	Sept 2023 Refuse Removal SMEC	142.00	161768	09/07/2023 1

**Accounts Payable**  
**Check Approval List - City Council**



From: 08/30/2023

To: 09/26/2023

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b>Total for Hometown Sanitation Services, LLC</b>			<b>229.99</b>		
<b>Humana</b>					
Humana	Health Insurance	Life Insurance Premiums Aug 2023	269.70	0	09/21/2023 1
<b>Total for Humana</b>			<b>269.70</b>		
<b>Hy Vee Food Store</b>					
Hy Vee Food Store	Aquatic Park	Operating Supplies Aquatic Park	89.81	161915	09/21/2023 1
Hy Vee Food Store	Aquatic Park	Cleaning Supplies Aquatic Park	5.98	161915	09/21/2023 1
Hy Vee Food Store	Aquatic Park	Merchandise for Resale Aquatic Park	65.14	161915	09/21/2023 1
Hy Vee Food Store	Aquatic Park	Food for Resale-Aquatic Park	24.11	161915	09/21/2023 1
<b>Total for Hy Vee Food Store</b>			<b>185.04</b>		
<b>Ind School District #2752</b>					
Ind School District #2752	Parks	23/24 Community Activity Scheduler & Marketing of Community Cal	500.00	161916	09/21/2023 1
<b>Total for Ind School District #2752</b>			<b>500.00</b>		
<b>Independent Pest Control</b>					
Independent Pest Control	General Government Buildings	Sept 2023 Pest Control City Hall	56.00	161917	09/21/2023 1
Independent Pest Control	Aquatic Park	Sept 2023 Pest Control Aquatic Park	65.00	161871	09/18/2023 1
Independent Pest Control	Airport	Sept 2023 Pest Control Airport	110.00	161917	09/21/2023 1
<b>Total for Independent Pest Control</b>			<b>231.00</b>		
<b>J. H. Larson</b>					
J. H. Larson	Liquor Store	6" LED Tuneable Trim White Finish Liquor Store	-28.75	161769	09/07/2023 1
J. H. Larson	Liquor Store	6" LED Tuneable Trim White Finish Liquor Store	43.12	161769	09/07/2023 1
J. H. Larson	Library	32W 48IN T8 Flourescent Lamps Library	146.32	161872	09/18/2023 1
J. H. Larson	Library	Battery Replacement 6V 4.5AH Library	105.42	161872	09/18/2023 1
J. H. Larson	Aquatic Park	100A 3PH Fusible 4W 240V GD N1 Disconnect Aquatic Park	151.47	161650	08/30/2023 1
<b>Total for J. H. Larson</b>			<b>417.58</b>		
<b>Jackson &amp; Associates LLC</b>					
Jackson & Associates LLC	Library	Martin County Library Re-Roof	201,945.86	161651	08/30/2023 1
<b>Total for Jackson &amp; Associates LLC</b>			<b>201,945.86</b>		
<b>Jackson County Sheriff's Office</b>					
Jackson County Sheriff's Office	Fiscal Sponsor	Aug 2023 Fuel for HEAT Team Bus	22.00	161770	09/07/2023 1
<b>Total for Jackson County Sheriff's Office</b>			<b>22.00</b>		
<b>Jefferson Fire &amp; Safety, Inc.</b>					
Jefferson Fire & Safety, Inc.	Fire Fighting	Equipment Maint & Repairs Fire Dept	252.12	161873	09/18/2023 1
<b>Total for Jefferson Fire &amp; Safety, Inc.</b>			<b>252.12</b>		
<b>JLG Architects +292 Design Group</b>					
JLG Architects +292 Design Group	Community Center	Fmt Comm Center Ice Arena Schematic Design Services Thru 7/31/23	113,683.50	161874	09/18/2023 1
JLG Architects +292 Design Group	Community Center	Fmt Comm Center Ice Arena Schematic Design Services Thru 6/30/23	37,894.50	161874	09/18/2023 1
<b>Total for JLG Architects +292 Design Group</b>			<b>151,578.00</b>		
<b>Johnson Brothers Liquor Company</b>					
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	5,057.60	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	3.96	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	4,398.75	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	7,294.28	161731	09/05/2023 1

**Accounts Payable  
Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	137.28	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	10,310.36	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	106.92	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	63.36	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	77.00	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	74.00	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	135.00	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	3.96	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	156.92	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	72.00	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	3.96	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	174.24	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	100.98	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	1,480.00	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	3,762.18	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	1.98	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	2,778.27	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	-0.50	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	-80.00	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	3.96	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	63.36	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	118.47	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	89.10	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	2,039.54	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	-11.72	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	-3.75	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	109.89	161731	09/05/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	5,017.23	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	6,417.99	161943	09/21/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	77.00	161943	09/21/2023 1
		<b>Total for Johnson Brothers Liquor Company</b>	<b>50,033.57</b>		
<b><u>Koppen</u></b>					
Koppen	Economic Development	Sept 2023 Cell Phone Reimbursement	46.44	0	09/07/2023 1
		<b>Total for Koppen</b>	<b>46.44</b>		
<b><u>Landsteiner</u></b>					
Landsteiner	Non-departmental	Refund Check 017878-001, 218 1/2 S Grant St #2	0.44	161717	09/01/2023 1
Landsteiner	Non-departmental	Refund Check 017878-001, 218 1/2 S Grant St #2	0.05	161717	09/01/2023 1
Landsteiner	Non-departmental	Refund Check 017878-001, 218 1/2 S Grant St #2	0.44	161717	09/01/2023 1
Landsteiner	Non-departmental	Refund Check 017878-001, 218 1/2 S Grant St #2	0.29	161717	09/01/2023 1
		<b>Total for Landsteiner</b>	<b>1.22</b>		
<b><u>Lawn Solutions, Inc</u></b>					
Lawn Solutions, Inc	Aquatic Park	Landscaping Cleanup Aquatic Park	5,760.00	161935	09/26/2023 1
Lawn Solutions, Inc	SMEC Building	Sept 2023 Mow & Trim Invoice 5 of 7 per contract SMEC	510.00	161652	08/30/2023 1

**Accounts Payable**  
**Check Approval List - City Council**



From: 08/30/2023

To: 09/26/2023

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Lawn Solutions, Inc	Weed Control	Mow & Trim 08/24/2023 321 Lake Ave	93.60	161918	09/21/2023 1
Lawn Solutions, Inc	Weed Control	Mow & Trim 08/04 & 08/24 713 E 4th St	120.00	161918	09/21/2023 1
Lawn Solutions, Inc	Weed Control	Mow & Trim 08/24/2023 332 Lake Ave	93.60	161918	09/21/2023 1
Lawn Solutions, Inc	Weed Control	Mow & Trim 08/04 & 08/24 403 E 5th St	92.80	161918	09/21/2023 1
Lawn Solutions, Inc	Weed Control	Mow & Trim 08/04 & 08/24 724 E 1st St	133.60	161918	09/21/2023 1
Lawn Solutions, Inc	Weed Control	Mow & Trim 08/24/2023 410 N Prairie Ave	53.60	161918	09/21/2023 1
Lawn Solutions, Inc	Weed Control	Mow & Trim 08/24/2023 614 E 1st St	66.40	161918	09/21/2023 1
Lawn Solutions, Inc	Weed Control	Mow & Trim 08/10 & 08/24/2023 425 E 3rd St	107.20	161918	09/21/2023 1
Lawn Solutions, Inc	Weed Control	Mow & Trim 08/24/2023 112 S Orient St	53.60	161918	09/21/2023 1
<b>Total for Lawn Solutions, Inc</b>			<b>7,084.40</b>		
<b><u>League Of Mn Cities</u></b>					
League Of Mn Cities	Mayor & Council	Minnesota Mayors Association Membership Annual Dues 2023	30.00	161771	09/07/2023 1
League Of Mn Cities	Other General Gov't	Membership Dues Effective During 2023-2024	11,381.00	161771	09/07/2023 1
<b>Total for League Of Mn Cities</b>			<b>11,411.00</b>		
<b><u>League Of Mn Cities Ins Trust</u></b>					
League Of Mn Cities Ins Trust	Workers Comp	Comissions Work Comp	672.04	161772	09/07/2023 1
League Of Mn Cities Ins Trust	Workers Comp	Workers Compensation Coverage Premium	104,755.00	161875	09/18/2023 1
League Of Mn Cities Ins Trust	Property/Liability Insurance	Property/Casualty Coverage Premium	75,143.00	161772	09/07/2023 1
<b>Total for League Of Mn Cities Ins Trust</b>			<b>180,570.04</b>		
<b><u>Lebbi</u></b>					
Lebbi	Non-departmental	Refund Check 018263-000, 1012 N North Ave	0.02	161718	09/01/2023 1
Lebbi	Non-departmental	Refund Check 018263-000, 1012 N North Ave	0.05	161718	09/01/2023 1
Lebbi	Non-departmental	Refund Check 018263-000, 1012 N North Ave	0.02	161718	09/01/2023 1
Lebbi	Non-departmental	Refund Check 018263-000, 1012 N North Ave	0.02	161718	09/01/2023 1
<b>Total for Lebbi</b>			<b>0.11</b>		
<b><u>Lexis Nexis Risk Data Management, LL</u></b>					
Lexis Nexis Risk Data Management, LLC	Other General Gov't	Aug 2023 Monthly Subscription Fee	109.27	161773	09/07/2023 1
<b>Total for Lexis Nexis Risk Data Management, LL</b>			<b>109.27</b>		
<b><u>License Bureau</u></b>					
License Bureau	Fire Fighting	Registration for New Fire Engine #6	27.00	161653	08/30/2023 1
<b>Total for License Bureau</b>			<b>27.00</b>		
<b><u>Locators &amp; Supplies, Inc</u></b>					
Locators & Supplies, Inc	Engineering	Marking Paint Engineering Dept	202.40	161936	09/26/2023 1
Locators & Supplies, Inc	Paved Streets	Marking Paint Street Dept	202.40	161936	09/26/2023 1
<b>Total for Locators &amp; Supplies, Inc</b>			<b>404.80</b>		
<b><u>Lockridge Grindal Nauen P.L.L.P.</u></b>					
Lockridge Grindal Nauen P.L.L.P.	Other General Gov't	September 2023 Government Relations	3,333.33	161876	09/18/2023 1
<b>Total for Lockridge Grindal Nauen P.L.L.P.</b>			<b>3,333.33</b>		
<b><u>Lost Sanity Brewing LLC</u></b>					
Lost Sanity Brewing LLC	Liquor - Mdse for Resale	Beer	284.00	161732	09/05/2023 1
<b>Total for Lost Sanity Brewing LLC</b>			<b>284.00</b>		
<b><u>Mankato Service Center</u></b>					
Mankato Service Center	Airport	Check & Straighten PTO Shaft Airport #323	1,132.60	161937	09/26/2023 1

**Accounts Payable  
Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
		<b>Total for Mankato Service Center</b>	<b>1,132.60</b>		
<b><u>Marco Technologies, LLC</u></b>					
Marco Technologies, LLC	Airport	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	1.53	161877	09/18/2023 1
Marco Technologies, LLC	Data Processing	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	2.30	161877	09/18/2023 1
Marco Technologies, LLC	Building Inspection	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	3.83	161877	09/18/2023 1
Marco Technologies, LLC	Liquor Store	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	1.53	161877	09/18/2023 1
Marco Technologies, LLC	Liquor Store	Contract Base Rate 09/14 to 10/13/2023 & Supply Freight Fee	26.14	161919	09/21/2023 1
Marco Technologies, LLC	Paved Streets	Contract Base Rate 09/14 to 10/13/2023 & Supply Freight Fee	13.05	161919	09/21/2023 1
Marco Technologies, LLC	Paved Streets	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	1.53	161877	09/18/2023 1
Marco Technologies, LLC	Engineering	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	11.49	161877	09/18/2023 1
Marco Technologies, LLC	Engineering	Contract Base Rate 09/14 to 10/13/2023 & Supply Freight Fee	13.07	161919	09/21/2023 1
Marco Technologies, LLC	City Manager	Contract Base Rate 09/14 to 10/13/2023 & Supply Freight Fee	13.07	161919	09/21/2023 1
Marco Technologies, LLC	City Manager	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	2.30	161877	09/18/2023 1
Marco Technologies, LLC	Economic Development	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	7.66	161877	09/18/2023 1
Marco Technologies, LLC	Parking Lots	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	1.53	161877	09/18/2023 1
Marco Technologies, LLC	Fire Fighting	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	2.30	161877	09/18/2023 1
Marco Technologies, LLC	Parks	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	2.30	161877	09/18/2023 1
Marco Technologies, LLC	Planning & Zoning	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	3.83	161877	09/18/2023 1
Marco Technologies, LLC	Planning & Zoning	Contract Base Rate 09/14 to 10/13/2023 & Supply Freight Fee	13.05	161919	09/21/2023 1
Marco Technologies, LLC	Police Administration	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	1.53	161877	09/18/2023 1
Marco Technologies, LLC	Director of Finance	Contract Base Rate 09/14 to 10/13/2023 & Supply Freight Fee	39.21	161919	09/21/2023 1
Marco Technologies, LLC	Director of Finance	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	2.30	161877	09/18/2023 1
Marco Technologies, LLC	Lake Restoration	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	1.53	161877	09/18/2023 1
Marco Technologies, LLC	Crime Control & Investigation	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	1.53	161877	09/18/2023 1
Marco Technologies, LLC	Recording & Reporting	Contract Base Rate 09/14 to 10/13/2023 & Supply Freight Fee	13.07	161919	09/21/2023 1
Marco Technologies, LLC	Recording & Reporting	Printer Contract Base Rate 09/02/23 to 10/1/23. Usage 8/2 to 9/1	2.30	161877	09/18/2023 1
		<b>Total for Marco Technologies, LLC</b>	<b>181.98</b>		
<b><u>Martin County Attorney's</u></b>					
Martin County Attorney's	Other General Gov't	Aug 2023 Prosecutorial Services	6,250.00	161774	09/07/2023 1
		<b>Total for Martin County Attorney's</b>	<b>6,250.00</b>		
<b><u>Martin County Auditor</u></b>					
Martin County Auditor	Crime Control & Investigation	Sept 2023 Rental of Security Bldg	4,776.59	161775	09/07/2023 1
Martin County Auditor	Crime Control & Investigation	July 2023 Telephone Police Dept	332.69	161654	08/30/2023 1
Martin County Auditor	Crime Control & Investigation	Aug 2023 Telephone Police Dept	332.69	161654	08/30/2023 1
		<b>Total for Martin County Auditor</b>	<b>5,441.97</b>		
<b><u>Martin County Highway Dept</u></b>					
Martin County Highway Dept	Crime Control & Investigation	fuel usage-august	3,157.29	161807	09/08/2023 1
Martin County Highway Dept	Central Garage	fuel usage-august	123.44	161807	09/08/2023 1
Martin County Highway Dept	Fire Fighting	fuel usage-august	158.98	161807	09/08/2023 1
Martin County Highway Dept	Parks	fuel usage-august	3,032.19	161807	09/08/2023 1
Martin County Highway Dept	Animal Control	fuel usage-august	278.71	161807	09/08/2023 1
Martin County Highway Dept	Engineering	fuel usage-august	37.71	161807	09/08/2023 1
Martin County Highway Dept	Garbage Collection	fuel usage-august	241.57	161807	09/08/2023 1

**Accounts Payable**  
**Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Martin County Highway Dept	Storm Sewer Mnt	fuel usage-august	700.96	161807	09/08/2023 1
Martin County Highway Dept	Paved Streets	fuel usage-august	4,088.31	161807	09/08/2023 1
Martin County Highway Dept	Building Inspection	fuel usage-august	55.05	161807	09/08/2023 1
Martin County Highway Dept	Airport	fuel usage-august	118.16	161807	09/08/2023 1
<b>Total for Martin County Highway Dept</b>			<b>11,992.37</b>		
<b><u>Martin County Recorder</u></b>					
Martin County Recorder	Planning & Zoning	Recording Fee Public Right of Way Tami's on the Ave & Fmt Ford	92.00	161655	08/30/2023 1
<b>Total for Martin County Recorder</b>			<b>92.00</b>		
<b><u>McConnell</u></b>					
McConnell	Non-departmental	Refund Check 006698-064, 922 N Park St N Apt	0.96	161719	09/01/2023 1
McConnell	Non-departmental	Refund Check 006698-064, 922 N Park St N Apt	0.15	161719	09/01/2023 1
McConnell	Non-departmental	Refund Check 006698-064, 922 N Park St N Apt	1.45	161719	09/01/2023 1
McConnell	Non-departmental	Refund Check 006698-064, 922 N Park St N Apt	1.45	161719	09/01/2023 1
McConnell	Non-departmental	Refund Check 006698-064, 922 N Park St N Apt	1.84	161719	09/01/2023 1
<b>Total for McConnell</b>			<b>5.85</b>		
<b><u>McMurtry</u></b>					
McMurtry	Culture & Rec Charges	Overpayment of \$25 for SMEC Room Rental 05/21/24 1/2 Day.	25.00	161878	09/18/2023 1
<b>Total for McMurtry</b>			<b>25.00</b>		
<b><u>Medsurety LLC</u></b>					
Medsurety LLC	Health Insurance	Sept 2023 Participant Fees COBRA Continuation & Retiree Billing	90.25	0	09/21/2023 1
<b>Total for Medsurety LLC</b>			<b>90.25</b>		
<b><u>MHSRC/Range</u></b>					
MHSRC/Range	Crime Control & Investigation	EVOC/PIT Refresher Hybrid 09/06/2023 Cromwell	510.00	161879	09/18/2023 1
<b>Total for MHSRC/Range</b>			<b>510.00</b>		
<b><u>Midco</u></b>					
Midco	SMEC Building	Sept 2023 Telephone SMEC	122.10	161880	09/18/2023 1
Midco	Recording & Reporting	Sept 2023 Telephone City Hall	59.34	161880	09/18/2023 1
Midco	Crime Control & Investigation	Sept 2023 Telephone City Hall	29.67	161880	09/18/2023 1
Midco	Aquatic Park	Sept 2023 Telephone Aquatic Park	63.29	161880	09/18/2023 1
Midco	Fire Fighting	Sept 2023 Telephone Fire Dept	59.34	161880	09/18/2023 1
Midco	Planning & Zoning	Sept 2023 Telephone City Hall	49.45	161880	09/18/2023 1
Midco	Director of Finance	Sept 2023 Telephone City Hall	49.45	161880	09/18/2023 1
Midco	Fire Fighting	Sept 2023 Telephone City Hall	19.78	161880	09/18/2023 1
Midco	Central Garage	Sept 2023 Telephone City Hall	19.79	161880	09/18/2023 1
Midco	Parks	Sept 2023 Telephone City Hall	29.67	161880	09/18/2023 1
Midco	Parks	Sept 2023 Telephone 401 E Margaret St	38.13	161880	09/18/2023 1
Midco	Parks	Sept 2023 Telephone 801 E Margaret Public Works	169.39	161880	09/18/2023 1
Midco	Animal Control	Sept 2023 Internet Services Humane Society	117.39	161880	09/18/2023 1
Midco	Animal Control	Sept 2023 Telephone Humane Society	96.36	161880	09/18/2023 1
Midco	Library	Sept 2023 Telephone Library	521.36	161880	09/18/2023 1
Midco	Data Processing	Sept 2023 City Hall Internet Circuit	600.39	161880	09/18/2023 1
Midco	Airport	Sept 2023 Airport Ethernet Circuit	307.39	161880	09/18/2023 1
Midco	Airport	Sept 2023 Telephone Airport	60.79	161880	09/18/2023 1

**Accounts Payable  
Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Midco	Airport	Sept 2023 Telephone City Hall	29.67	161880	09/18/2023 1
Midco	Liquor Store	Sept 2023 Telephone Liquor Store	201.67	161880	09/18/2023 1
Midco	Building Inspection	Sept 2023 Telephone City Hall	49.45	161880	09/18/2023 1
Midco	Paved Streets	Sept 2023 Telephone City Hall	59.34	161880	09/18/2023 1
Midco	Paved Streets	Sept 2023 Telephone 401 E Margaret St	38.13	161880	09/18/2023 1
Midco	Paved Streets	Sept 2023 Telephone 801 E Margaret Public Works	169.39	161880	09/18/2023 1
Midco	Engineering	Sept 2023 Telephone City Hall	128.57	161880	09/18/2023 1
Midco	City Manager	Sept 2023 Telephone City Hall	128.57	161880	09/18/2023 1
Midco	Economic Development	Sept 2023 Telephone City Hall	39.56	161880	09/18/2023 1
<b>Total for Midco</b>			<b>3,257.43</b>		
<b>Miller Sellner</b>					
Miller Sellner	Parks	Double Payment 87552F	-30.36	161881	09/18/2023 1
Miller Sellner	Parks	Scalp Wheels Mowers Park 535 & 538	40.72	161881	09/18/2023 1
Miller Sellner	Parks	Deflector Cone Park 535	17.01	161881	09/18/2023 1
<b>Total for Miller Sellner</b>			<b>27.37</b>		
<b>Minnesota Dept of Admin</b>					
Minnesota Dept of Admin	Crime Control & Investigation	July 2023 Vehicle Leases Police Dept	3,120.85	161656	08/30/2023 1
<b>Total for Minnesota Dept of Admin</b>			<b>3,120.85</b>		
<b>Minnesota Elevator, Inc</b>					
Minnesota Elevator, Inc	SMEC Building	Sept-Nov 2023 Bi-Monthly Elevator Service SMEC	512.86	161776	09/07/2023 1
Minnesota Elevator, Inc	General Government Buildings	Sept 2023 Monthly Elevator Service	168.47	161776	09/07/2023 1
<b>Total for Minnesota Elevator, Inc</b>			<b>681.33</b>		
<b>Mn Dept of Employment &amp; Economic D</b>					
Mn Dept of Employment & Economic Developmen	Intergovernmental Revenues	Oct 2023 Loan #2 City of Fmt/Zierke Blt Mfg	3,064.18	161882	09/18/2023 1
Mn Dept of Employment & Economic Developmen	Intergovernmental Revenues	Oct 2023 MN Investment Fund Grant City of Fmt/Zierke Blt Mfg	4,597.00	161882	09/18/2023 1
<b>Total for Mn Dept of Employment &amp; Economic D</b>			<b>7,661.18</b>		
<b>MN Dept of Labor &amp; Indus</b>					
MN Dept of Labor & Indus	Library	Boiler & Pressure Vessel Martin Co Library 110 N Park St	20.00	161883	09/18/2023 1
<b>Total for MN Dept of Labor &amp; Indus</b>			<b>20.00</b>		
<b>MN Energy Resources Corp.</b>					
MN Energy Resources Corp.	Library	Gas Utilities 07/21 to 08/22/2023 Library	1,009.41	161777	09/07/2023 1
MN Energy Resources Corp.	Animal Control	Gas Utilities 08/12 to 09/13/2023 Humane Society	27.59	161920	09/21/2023 1
MN Energy Resources Corp.	Paved Streets	Gas Utilities 08/15 to 09/13/2023 417 E Margaret St	28.94	161920	09/21/2023 1
MN Energy Resources Corp.	Liquor Store	Gas utilities 08/15 to 09/12/2023 Liquor Store	62.27	161920	09/21/2023 1
MN Energy Resources Corp.	Central Garage	Gas Utilities 08/15 to 09/13/2023 417 E Margaret St	9.42	161920	09/21/2023 1
MN Energy Resources Corp.	Fire Fighting	Gas utilities 08/03 to 08/31/2023 Fire Dept	91.02	161884	09/18/2023 1
MN Energy Resources Corp.	Parks	Gas utilities 08/08 to 09/06/2023 Lincoln Park Shelter House	26.41	161884	09/18/2023 1
MN Energy Resources Corp.	Parks	Gas Utilities 08/15 to 09/13/2023 417 E Margaret St	28.94	161920	09/21/2023 1
MN Energy Resources Corp.	Aquatic Park	Gas Utilities 07/19 to 08/16/2023 Aquatic Park	2,483.48	161657	08/30/2023 1
<b>Total for MN Energy Resources Corp.</b>			<b>3,767.48</b>		
<b>Mn Fire Service Cert Bd</b>					
Mn Fire Service Cert Bd	Fire Fighting	Firefighter I & II Certification Exam Johnson, Park & Utesch	756.00	161658	08/30/2023 1
<b>Total for Mn Fire Service Cert Bd</b>			<b>756.00</b>		

**Accounts Payable  
Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b><u>Mn Municipal Beverage Association</u></b>					
Mn Municipal Beverage Association	Liquor Store	2023 Regional MMBA Meeting Mapleton MN 10/18/2023	20.00	161885	09/18/2023 1
		<b>Total for Mn Municipal Beverage Association</b>	<b>20.00</b>		
<b><u>Mn State Fire Chiefs Assn.</u></b>					
Mn State Fire Chiefs Assn.	Fire Fighting	2023 Annual Conference Registration Fee Kastning	325.00	161886	09/18/2023 1
		<b>Total for Mn State Fire Chiefs Assn.</b>	<b>325.00</b>		
<b><u>MN West-CVI Recertification</u></b>					
MN West-CVI Recertification	Central Garage	Commercial Vehicle Inspection Recertification	110.00	161921	09/21/2023 1
		<b>Total for MN West-CVI Recertification</b>	<b>110.00</b>		
<b><u>Morgan Creek Vineyards</u></b>					
Morgan Creek Vineyards	Liquor - Mdse for Resale	Wine	426.00	161733	09/05/2023 1
		<b>Total for Morgan Creek Vineyards</b>	<b>426.00</b>		
<b><u>Motorola Solutions, Inc.</u></b>					
Motorola Solutions, Inc.	Crime Control & Investigation	Motorola APX4000 Portable Radios (4) Police Dept	14,649.12	161887	09/18/2023 1
		<b>Total for Motorola Solutions, Inc.</b>	<b>14,649.12</b>		
<b><u>M-R Sign Company</u></b>					
M-R Sign Company	Parks	Restroom Signs Park Dept	179.82	161888	09/18/2023 1
M-R Sign Company	Paved Streets	Ward Park Sign	76.41	161938	09/26/2023 1
		<b>Total for M-R Sign Company</b>	<b>256.23</b>		
<b><u>MSA Professional Services, Inc.</u></b>					
MSA Professional Services, Inc.	Planning & Zoning	Zoning Code Update 03/26/23 to 09/02/2023	9,397.88	161922	09/21/2023 1
		<b>Total for MSA Professional Services, Inc.</b>	<b>9,397.88</b>		
<b><u>Napa Auto Fairmont</u></b>					
Napa Auto Fairmont	Parks	Oil Filter Park 535	5.38	161778	09/07/2023 1
Napa Auto Fairmont	Parks	Oil & Fuel Filters Park 547	47.25	161778	09/07/2023 1
Napa Auto Fairmont	Parks	Air & Oil Filters Park 534	52.39	161778	09/07/2023 1
Napa Auto Fairmont	Parks	Drive Sprocket, Cover Pole Saw HY131	76.96	161778	09/07/2023 1
Napa Auto Fairmont	Parks	Fuel Filter Park Dept	14.76	161923	09/21/2023 1
Napa Auto Fairmont	Parks	Oil Filter Park #500	6.74	161923	09/21/2023 1
Napa Auto Fairmont	Parks	Airfilter Park 547	61.28	161923	09/21/2023 1
Napa Auto Fairmont	Parks	Oil Pump Park Dept	26.99	161889	09/18/2023 1
Napa Auto Fairmont	Parks	Buffer & Plugs Park Dept	11.33	161889	09/18/2023 1
Napa Auto Fairmont	Fire Fighting	Fuel Filters Fire #1	2.70	161889	09/18/2023 1
Napa Auto Fairmont	Fire Fighting	Oil & Fuel Filters Fire #1	60.29	161889	09/18/2023 1
Napa Auto Fairmont	Fire Fighting	Oil & Fuel Filters Fire #3	64.66	161923	09/21/2023 1
Napa Auto Fairmont	Central Garage	Oil Filters Shop #131	6.74	161778	09/07/2023 1
Napa Auto Fairmont	Central Garage	Seafoam City Shop	50.94	161923	09/21/2023 1
Napa Auto Fairmont	Central Garage	Oil Filter Warranty Orignal Inv 190966	-3.37	161923	09/21/2023 1
Napa Auto Fairmont	Crime Control & Investigation	Oil Filter Police #8	3.37	161923	09/21/2023 1
Napa Auto Fairmont	Road & Bridge Equipment	Fuel Filter #102	5.53	161778	09/07/2023 1
Napa Auto Fairmont	Road & Bridge Equipment	Oil Filter Street 135	4.24	161778	09/07/2023 1
		<b>Total for Napa Auto Fairmont</b>	<b>498.18</b>		
<b><u>Nielsen Blacktopping &amp; Concrete</u></b>					

**Accounts Payable**  
**Check Approval List - City Council**



From: 08/30/2023

To: 09/26/2023

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Nielsen Blacktopping & Concrete	Paved Streets	Blacktop S Prairie	1,469.22	161924	09/21/2023 1
Nielsen Blacktopping & Concrete	Paved Streets	Blacktop	984.89	161924	09/21/2023 1
Nielsen Blacktopping & Concrete	Paved Streets	Blacktop S Prairie	509.01	161924	09/21/2023 1
Nielsen Blacktopping & Concrete	Paved Streets	Blacktop S Prairie	1,491.08	161924	09/21/2023 1
Nielsen Blacktopping & Concrete	Paved Streets	Blacktop	489.98	161924	09/21/2023 1
Nielsen Blacktopping & Concrete	Paved Streets	Blacktop	960.92	161924	09/21/2023 1
Nielsen Blacktopping & Concrete	Paved Streets	Blacktop 9th St & Lake George Place	1,464.29	161924	09/21/2023 1
Nielsen Blacktopping & Concrete	Paved Streets	Blacktop Alley between 3rd & 4th, Main & Park	1,483.32	161924	09/21/2023 1
		<b>Total for Nielsen Blacktopping &amp; Concrete</b>	<b>8,852.71</b>		
<b><u>Nolley</u></b>					
Nolley	Non-departmental	Refund Check 018596-000, 123 1/2 Downtown Plaza #A	0.47	161720	09/01/2023 1
Nolley	Non-departmental	Refund Check 018596-000, 123 1/2 Downtown Plaza #A	0.31	161720	09/01/2023 1
Nolley	Non-departmental	Refund Check 018596-000, 123 1/2 Downtown Plaza #A	0.04	161720	09/01/2023 1
Nolley	Non-departmental	Refund Check 018596-000, 123 1/2 Downtown Plaza #A	0.47	161720	09/01/2023 1
		<b>Total for Nolley</b>	<b>1.29</b>		
<b><u>Olson Rentals, Inc.</u></b>					
Olson Rentals, Inc.	Paved Streets	Propane for Paver	14.00	161779	09/07/2023 1
Olson Rentals, Inc.	Paved Streets	Propane for the Paver	9.80	161890	09/18/2023 1
		<b>Total for Olson Rentals, Inc.</b>	<b>23.80</b>		
<b><u>Optum</u></b>					
Optum	Health Insurance	Sept 2023 EAP Program Premiums	159.21	0	09/18/2023 1
		<b>Total for Optum</b>	<b>159.21</b>		
<b><u>O'Reilly Auto Parts</u></b>					
O'Reilly Auto Parts	Central Garage	Dielectric Grease City Shop	11.69	161925	09/21/2023 1
O'Reilly Auto Parts	Road & Bridge Equipment	Antenna Mast Street 112	18.99	161891	09/18/2023 1
O'Reilly Auto Parts	Road & Bridge Equipment	Flasher Connector Street 112	34.42	161891	09/18/2023 1
O'Reilly Auto Parts	Road & Bridge Equipment	Turn/Tail Light & Flasher Street 112	81.99	161891	09/18/2023 1
O'Reilly Auto Parts	Fire Fighting	Oil Fire #1	109.96	161891	09/18/2023 1
O'Reilly Auto Parts	Parks	Air Filters Park 543 & 544	75.98	161659	08/30/2023 1
O'Reilly Auto Parts	Parks	Starter Replaced Under Warranty #501	194.48	161891	09/18/2023 1
O'Reilly Auto Parts	Parks	Core Return #501	-30.00	161891	09/18/2023 1
O'Reilly Auto Parts	Parks	EGR Tube Park 500	46.41	161925	09/21/2023 1
		<b>Total for O'Reilly Auto Parts</b>	<b>543.92</b>		
<b><u>Osborn</u></b>					
Osborn	Parks	Safety Eye Glasses Reimbursement	362.00	161780	09/07/2023 1
Osborn	Parks	Safety Eye Glasses Reimbursement	525.00	161939	09/26/2023 1
		<b>Total for Osborn</b>	<b>887.00</b>		
<b><u>Paper Roll Products LLC</u></b>					
Paper Roll Products LLC	Liquor Store	Thermal Receipt Paper Liquor Store	164.82	161734	09/05/2023 1
		<b>Total for Paper Roll Products LLC</b>	<b>164.82</b>		
<b><u>Paustis Wine Company</u></b>					
Paustis Wine Company	Liquor - Mdse for Resale	Freight	21.00	161735	09/05/2023 1
Paustis Wine Company	Liquor - Mdse for Resale	Wine	1,480.00	161735	09/05/2023 1

**Accounts Payable**  
**Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Paustis Wine Company	Liquor - Mdse for Resale	Wine	300.00	161735	09/05/2023 1
Paustis Wine Company	Liquor - Mdse for Resale	Freight	12.50	161735	09/05/2023 1
Paustis Wine Company	Liquor - Mdse for Resale	Wine	2,273.00	161944	09/21/2023 1
Paustis Wine Company	Liquor - Mdse for Resale	Freight	31.50	161944	09/21/2023 1
<b>Total for Paustis Wine Company</b>			<b>4,118.00</b>		
<b><u>PC Janitorial Supply</u></b>					
PC Janitorial Supply	Airport	Cleaning Supplies Airport	228.80	161660	08/30/2023 1
PC Janitorial Supply	Paved Streets	Maint Supplies Street Dept	29.90	161781	09/07/2023 1
PC Janitorial Supply	Parks	Cleaning Supplies Park Dept	123.70	161781	09/07/2023 1
PC Janitorial Supply	Parks	Pallet of Garbage Bags Park Dept	2,597.50	161781	09/07/2023 1
PC Janitorial Supply	Parks	Cleaning Supplies Park Dept	115.80	161892	09/18/2023 1
PC Janitorial Supply	SMEC Building	Cleaning Supplies SMEC	254.85	161781	09/07/2023 1
<b>Total for PC Janitorial Supply</b>			<b>3,350.55</b>		
<b><u>Pearson Bros Inc</u></b>					
Pearson Bros Inc	Paved Streets	Pay Estimate 1 & Final 2023 Sealcoat Projects	140,821.64	161661	08/30/2023 1
<b>Total for Pearson Bros Inc</b>			<b>140,821.64</b>		
<b><u>Phillips Wine &amp; Spirits</u></b>					
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	15,361.62	161736	09/05/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	426.87	161736	09/05/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	582.55	161736	09/05/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	4,563.59	161736	09/05/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	54.25	161945	09/21/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	328.60	161945	09/21/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	536.60	161945	09/21/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	33.66	161945	09/21/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	63.70	161945	09/21/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	282.50	161945	09/21/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	39.60	161945	09/21/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	4,172.90	161945	09/21/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	556.15	161736	09/05/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	1.98	161945	09/21/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	836.05	161945	09/21/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	-7.66	161945	09/21/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	21.78	161945	09/21/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	3,488.85	161945	09/21/2023 1
<b>Total for Phillips Wine &amp; Spirits</b>			<b>31,343.59</b>		
<b><u>Photo Press</u></b>					
Photo Press	Economic Development	Inserts-Fairmont Area Life	553.00	161893	09/18/2023 1
Photo Press	Liquor Store	Liquor Store Ad	425.00	161893	09/18/2023 1
Photo Press	Liquor Store	Liquor Store Ad	425.00	161893	09/18/2023 1
Photo Press	Fire Fighting	Job Opening Firefighters Ad	81.00	161893	09/18/2023 1
Photo Press	Fire Fighting	Job Opening Firefighter Ad	81.00	161893	09/18/2023 1
<b>Total for Photo Press</b>			<b>1,565.00</b>		

**Accounts Payable**  
**Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b><u>Pitney Bowes Global Financial Service</u></b>					
Pitney Bowes Global Financial Services LLC	Fire Fighting	Postage Meter Rental 06/30/2023 to 09/29/2023	16.46	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Parks	Postage Meter Rental 06/30/2023 to 09/29/2023	16.46	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Police Administration	Postage Meter Rental 06/30/2023 to 09/29/2023	8.23	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Director of Finance	Postage Meter Rental 06/30/2023 to 09/29/2023	20.57	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Planning & Zoning	Postage Meter Rental 06/30/2023 to 09/29/2023	20.57	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Recording & Reporting	Postage Meter Rental 06/30/2023 to 09/29/2023	20.57	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Crime Control & Investigation	Postage Meter Rental 06/30/2023 to 09/29/2023	12.34	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Lake Restoration	Postage Meter Rental 06/30/2023 to 09/29/2023	12.34	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Liquor Store	Postage Meter Rental 06/30/2023 to 09/29/2023	12.34	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Airport	Postage Meter Rental 06/30/2023 to 09/29/2023	20.57	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Building Inspection	Postage Meter Rental 06/30/2023 to 09/29/2023	20.57	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Data Processing	Postage Meter Rental 06/30/2023 to 09/29/2023	12.34	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Economic Development	Postage Meter Rental 06/30/2023 to 09/29/2023	20.57	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	City Manager	Postage Meter Rental 06/30/2023 to 09/29/2023	20.57	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Engineering	Postage Meter Rental 06/30/2023 to 09/29/2023	45.26	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Paved Streets	Postage Meter Rental 06/30/2023 to 09/29/2023	8.23	161926	09/21/2023 1
Pitney Bowes Global Financial Services LLC	Parking Lots	Postage Meter Rental 06/30/2023 to 09/29/2023	12.34	161926	09/21/2023 1
		<b>Total for Pitney Bowes Global Financial Service</b>	<b>300.33</b>		
<b><u>PrairieLand Solid Waste Mgmnt</u></b>					
PrairieLand Solid Waste Mgmnt	Garbage Collection	Aug 2023 Refuse Removal	544.79	161783	09/07/2023 1
PrairieLand Solid Waste Mgmnt	Garbage Collection	Aug 2023 City Wide Cleanup	2,439.75	161783	09/07/2023 1
		<b>Total for PrairieLand Solid Waste Mgmnt</b>	<b>2,984.54</b>		
<b><u>Recreation Supply Co</u></b>					
Recreation Supply Co	Aquatic Park	Equipment Parts/Repair Aquatic Park	93.52	161662	08/30/2023 1
		<b>Total for Recreation Supply Co</b>	<b>93.52</b>		
<b><u>Richards Auto Repair</u></b>					
Richards Auto Repair	Crime Control & Investigation	Tow Chevy Malibu from Victoria St CFS23-2265	160.00	161894	09/18/2023 1
Richards Auto Repair	Civil Defense	Batteries for Civil Defense Sirens	297.90	161894	09/18/2023 1
		<b>Total for Richards Auto Repair</b>	<b>457.90</b>		
<b><u>Rick Deboer Lettering &amp; Signs</u></b>					
Rick Deboer Lettering & Signs	Parks	Playground Sign	25.00	161927	09/21/2023 1
		<b>Total for Rick Deboer Lettering &amp; Signs</b>	<b>25.00</b>		
<b><u>River Bend Business Products</u></b>					
River Bend Business Products	Parks	Office Supplies City Hall	13.42	161895	09/18/2023 1
River Bend Business Products	Planning & Zoning	Office Supplies-Upstairs City Hall	23.94	161895	09/18/2023 1
River Bend Business Products	Planning & Zoning	Office Supplies City Hall	16.78	161895	09/18/2023 1
River Bend Business Products	Director of Finance	Office Supplies City Hall	16.78	161895	09/18/2023 1
River Bend Business Products	Police Administration	Office Supplies City Hall	6.71	161895	09/18/2023 1
River Bend Business Products	Fire Fighting	Office Supplies City Hall	13.42	161895	09/18/2023 1
River Bend Business Products	Crime Control & Investigation	Office Supplies Police Dept	56.15	161895	09/18/2023 1
River Bend Business Products	Recording & Reporting	Office Supplies-Upstairs City Hall	23.95	161895	09/18/2023 1
River Bend Business Products	Recording & Reporting	Office Supplies City Hall	16.78	161895	09/18/2023 1

**Accounts Payable  
Check Approval List - City Council**



From: 08/30/2023

To: 09/26/2023

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
River Bend Business Products	SMEC Building	Printer Usage 07/22/23 to 08/29/23 SMEC Computer Lab	0.28	161895	09/18/2023 1
River Bend Business Products	Crime Control & Investigation	Office Supplies City Hall	10.07	161895	09/18/2023 1
River Bend Business Products	Lake Restoration	Office Supplies City Hall	6.71	161895	09/18/2023 1
River Bend Business Products	Liquor Store	Office Supplies City Hall	6.71	161895	09/18/2023 1
River Bend Business Products	Data Processing	Office Supplies City Hall	10.07	161895	09/18/2023 1
River Bend Business Products	Building Inspection	Paper Laserprint-Permits	111.00	161895	09/18/2023 1
River Bend Business Products	Building Inspection	Office Supplies-Upstairs City Hall	23.94	161895	09/18/2023 1
River Bend Business Products	Building Inspection	Office Supplies City Hall	16.78	161895	09/18/2023 1
River Bend Business Products	Airport	Office Supplies City Hall	16.78	161895	09/18/2023 1
River Bend Business Products	Engineering	Office Supplies City Hall	36.91	161895	09/18/2023 1
River Bend Business Products	Engineering	Office Supplies-Upstairs City Hall	23.94	161895	09/18/2023 1
River Bend Business Products	City Manager	Office Supplies City Hall	16.78	161895	09/18/2023 1
River Bend Business Products	Central Garage	Planners Troy & Randy M	60.00	161895	09/18/2023 1
River Bend Business Products	Economic Development	Office Supplies City Hall	10.07	161895	09/18/2023 1
River Bend Business Products	Economic Development	Office Supplies-Upstairs City Hall	23.94	161895	09/18/2023 1
River Bend Business Products	Paved Streets	Office Supplies City Hall	6.71	161895	09/18/2023 1
River Bend Business Products	Paved Streets	Planner Wall Nick	38.05	161895	09/18/2023 1
River Bend Business Products	Parking Lots	Office Supplies City Hall	6.71	161895	09/18/2023 1
		<b>Total for River Bend Business Products</b>	<b>613.38</b>		
<b><u>Roiger</u></b>					
Roiger	Road & Bridge Equipment	T/S Hydraulics. New Lift Hydraulic Valve Installed & Resealed #121	1,750.00	161896	09/18/2023 1
		<b>Total for Roiger</b>	<b>1,750.00</b>		
<b><u>Rosenbauer Motors, LLC</u></b>					
Rosenbauer Motors, LLC	Fire Fighting	Blower Assembly Dual Shaft Fire Dept	371.43	161784	09/07/2023 1
		<b>Total for Rosenbauer Motors, LLC</b>	<b>371.43</b>		
<b><u>RTT Mobile Interpretation</u></b>					
RTT Mobile Interpretation	Crime Control & Investigation	Aug 1 to Aug 15, 2023 Minutes Used	86.14	161785	09/07/2023 1
		<b>Total for RTT Mobile Interpretation</b>	<b>86.14</b>		
<b><u>Scott, Brandon</u></b>					
Scott, Brandon	Fire Fighting	Pickup New Engine #6 in Sioux Falls, SD Needed Fuel	75.00	161663	08/30/2023 1
		<b>Total for Scott, Brandon</b>	<b>75.00</b>		
<b><u>SGA Group, Inc</u></b>					
SGA Group, Inc	Parks	Redevelopment Planning Gomsrud Park 02/28 to 08/04/23	2,020.00	161897	09/18/2023 1
		<b>Total for SGA Group, Inc</b>	<b>2,020.00</b>		
<b><u>Shamrock Recycling, Inc.</u></b>					
Shamrock Recycling, Inc.	Garbage Collection	Aug 2023 Tree Dump Cleanup	5,362.50	161898	09/18/2023 1
		<b>Total for Shamrock Recycling, Inc.</b>	<b>5,362.50</b>		
<b><u>Sir Lines-A Lot LLC</u></b>					
Sir Lines-A Lot LLC	Paved Streets	Line Striping 2023 4" White & Yellow Paint	9,429.00	161928	09/21/2023 1
		<b>Total for Sir Lines-A Lot LLC</b>	<b>9,429.00</b>		
<b><u>Southern Glazer's Wine &amp; Spirits of MN</u></b>					
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	-408.00	161737	09/05/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	3,842.57	161737	09/05/2023 1

**Accounts Payable  
Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	1,800.00	161946	09/21/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	111.60	161946	09/21/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	86.80	161946	09/21/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	7.08	161946	09/21/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	5,174.09	161946	09/21/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	4,956.98	161946	09/21/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	20.15	161946	09/21/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	3.72	161946	09/21/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	65.10	161737	09/05/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	1.55	161737	09/05/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	104.00	161737	09/05/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	3.87	161737	09/05/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	100.75	161737	09/05/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	6,972.70	161737	09/05/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	200.00	161737	09/05/2023 1
		<b>Total for Southern Glazer's Wine &amp; Spirits of MN</b>	<b>23,042.96</b>		
<b><u>Southern MN Inspection</u></b>					
Southern MN Inspection	Central Garage	City Garage Annual Inspection Hoist	1,035.80	161899	09/18/2023 1
		<b>Total for Southern MN Inspection</b>	<b>1,035.80</b>		
<b><u>Squeegee Brothers</u></b>					
Squeegee Brothers	Airport	Aug 2023 & Quarterly Window Cleaning Airport	200.00	161900	09/18/2023 1
Squeegee Brothers	Library	Sept 2023 Window Cleaning Library	160.00	161900	09/18/2023 1
Squeegee Brothers	General Government Buildings	Aug 2023 Window Cleaning City Hall	80.00	161900	09/18/2023 1
		<b>Total for Squeegee Brothers</b>	<b>440.00</b>		
<b><u>Steuber</u></b>					
Steuber	Recording & Reporting	LMC Clerks Training	54.00	0	09/18/2023 1
		<b>Total for Steuber</b>	<b>54.00</b>		
<b><u>Stevens</u></b>					
Stevens	Crime Control & Investigation	Alcohol Compliance 09/09/2023	4.94	0	09/18/2023 1
		<b>Total for Stevens</b>	<b>4.94</b>		
<b><u>Streicher's</u></b>					
Streicher's	Crime Control & Investigation	V25 Pants	85.84	161664	08/30/2023 1
		<b>Total for Streicher's</b>	<b>85.84</b>		
<b><u>Summit Fire Protection</u></b>					
Summit Fire Protection	Library	Fire Extinguishers-Annual Inspections 2023 Library	110.50	161665	08/30/2023 1
		<b>Total for Summit Fire Protection</b>	<b>110.50</b>		
<b><u>Taft Stettinius &amp; Hollister LLP</u></b>					
Taft Stettinius & Hollister LLP	Other General Gov't	RE:Community Center Financing Professional Services Thru 9/13/23	5,175.00	161901	09/18/2023 1
		<b>Total for Taft Stettinius &amp; Hollister LLP</b>	<b>5,175.00</b>		
<b><u>Texas Refinery Corp.</u></b>					
Texas Refinery Corp.	Central Garage	Universal Torque Fluid 55 Gallon Drum	1,842.50	161929	09/21/2023 1
		<b>Total for Texas Refinery Corp.</b>	<b>1,842.50</b>		
<b><u>The Darning Group</u></b>					

**Accounts Payable**  
**Check Approval List - City Council**



From: 08/30/2023

To: 09/26/2023

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
The Darning Group	Aquatic Park	Lifeguard Training	480.00	161666	08/30/2023 1
<b>Total for The Darning Group</b>			<b>480.00</b>		
<b><u>Tonneson</u></b>					
Tonneson	Building Inspection	Aug 01 to Aug 29, 2023 Building Official Services	4,560.00	0	09/07/2023 1
Tonneson	Building Inspection	Aug 30, 2023 Building Official Services	480.00	0	09/07/2023 1
<b>Total for Tonneson</b>			<b>5,040.00</b>		
<b><u>Tow Distributing</u></b>					
Tow Distributing	Liquor - Mdse for Resale	Pop/Mix	24.00	161947	09/21/2023 1
Tow Distributing	Liquor - Mdse for Resale	Beer	36,443.84	161947	09/21/2023 1
Tow Distributing	Liquor - Mdse for Resale	Beer	34,660.78	161738	09/05/2023 1
Tow Distributing	Liquor - Mdse for Resale	Liquor	1,911.22	161738	09/05/2023 1
Tow Distributing	Liquor - Mdse for Resale	Pop/Mix	40.00	161738	09/05/2023 1
Tow Distributing	Liquor - Mdse for Resale	Liquor	1,940.46	161947	09/21/2023 1
<b>Total for Tow Distributing</b>			<b>75,020.30</b>		
<b><u>Truck Center Companies East LLC</u></b>					
Truck Center Companies East LLC	Road & Bridge Equipment	Arm-Stng Gr Ptmn #102	354.74	161786	09/07/2023 1
Truck Center Companies East LLC	Road & Bridge Equipment	Element Fuel Filter 7MIC	86.92	161930	09/21/2023 1
Truck Center Companies East LLC	Parks	Turn Tail Lamp Park	85.40	161667	08/30/2023 1
<b>Total for Truck Center Companies East LLC</b>			<b>527.06</b>		
<b><u>Truman Tribune</u></b>					
Truman Tribune	Liquor Store	7/12/23 Truman Days Ad Liquor Store	45.00	161739	09/05/2023 1
<b>Total for Truman Tribune</b>			<b>45.00</b>		
<b><u>UDOFOT Beer &amp; Beverage Company</u></b>					
UDOFOT Beer & Beverage Company	Liquor - Mdse for Resale	Beer	220.00	161948	09/21/2023 1
<b>Total for UDOFOT Beer &amp; Beverage Company</b>			<b>220.00</b>		
<b><u>UEMSI</u></b>					
UEMSI	Road & Bridge Equipment	Quick Clamps	135.79	161668	08/30/2023 1
UEMSI	Road & Bridge Equipment	Weldment, 8" Flange Assy Street Dept	144.73	161902	09/18/2023 1
<b>Total for UEMSI</b>			<b>280.52</b>		
<b><u>ULINE</u></b>					
ULINE	Parks	Filters Park Dept	380.91	161931	09/21/2023 1
ULINE	Animal Control	Filters Humane Society	534.52	161931	09/21/2023 1
ULINE	Paved Streets	Filters Street Dept	380.92	161931	09/21/2023 1
<b>Total for ULINE</b>			<b>1,296.35</b>		
<b><u>Ulland Brothers</u></b>					
Ulland Brothers	Paved Streets	2023 Overlay Projects	77,476.82	161787	09/07/2023 1
<b>Total for Ulland Brothers</b>			<b>77,476.82</b>		
<b><u>Velasquez</u></b>					
Velasquez	Non-departmental	Refund Check 018404-000, 923 E Blue Earth Ave- Apt D	0.75	161721	09/01/2023 1
Velasquez	Non-departmental	Refund Check 018404-000, 923 E Blue Earth Ave- Apt D	0.50	161721	09/01/2023 1
Velasquez	Non-departmental	Refund Check 018404-000, 923 E Blue Earth Ave- Apt D	0.08	161721	09/01/2023 1
Velasquez	Non-departmental	Refund Check 018404-000, 923 E Blue Earth Ave- Apt D	0.75	161721	09/01/2023 1
<b>Total for Velasquez</b>			<b>2.08</b>		

**Accounts Payable**  
**Check Approval List - City Council**



From: 08/30/2023

To: 09/26/2023

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b><u>Venegas</u></b>					
Venegas	Non-departmental	Refund Check 018515-000, 108 1/2 W Blue Earth Ave #1	1.51	161722	09/01/2023 1
Venegas	Non-departmental	Refund Check 018515-000, 108 1/2 W Blue Earth Ave #1	2.27	161722	09/01/2023 1
Venegas	Non-departmental	Refund Check 018515-000, 108 1/2 W Blue Earth Ave #1	2.27	161722	09/01/2023 1
Venegas	Non-departmental	Refund Check 018515-000, 108 1/2 W Blue Earth Ave #1	0.20	161722	09/01/2023 1
<b>Total for Venegas</b>			<b>6.25</b>		
<b><u>Verizon Wireless</u></b>					
Verizon Wireless	Aquatic Park	Cell Phone 07/21 to Aug 20, 2023	46.12	161788	09/07/2023 1
Verizon Wireless	Crime Control & Investigation	Cell Phone 07/21 to Aug 20, 2023	1,378.64	161788	09/07/2023 1
Verizon Wireless	Parks	Cell Phone 07/21 to Aug 20, 2023	92.24	161788	09/07/2023 1
Verizon Wireless	Director of Finance	Cell Phone 07/21 to Aug 20, 2023	47.47	161788	09/07/2023 1
Verizon Wireless	Planning & Zoning	Cell Phone 07/21 to Aug 20, 2023	46.12	161788	09/07/2023 1
Verizon Wireless	Engineering	Cell Phone 07/21 to Aug 20, 2023	264.71	161788	09/07/2023 1
Verizon Wireless	Paved Streets	Cell Phone 07/21 to Aug 20, 2023	46.12	161788	09/07/2023 1
Verizon Wireless	Airport	Cell Phone 07/21 to Aug 20, 2023	46.12	161788	09/07/2023 1
Verizon Wireless	Building Inspection	Cell Phone 07/21 to Aug 20, 2023	46.12	161788	09/07/2023 1
Verizon Wireless	Data Processing	07/24 to 08/23/2023 Backup Router	10.02	161788	09/07/2023 1
<b>Total for Verizon Wireless</b>			<b>2,023.68</b>		
<b><u>Vinocopia, Inc</u></b>					
Vinocopia, Inc	Liquor - Mdse for Resale	Freight	12.00	161740	09/05/2023 1
Vinocopia, Inc	Liquor - Mdse for Resale	Wine	288.00	161740	09/05/2023 1
Vinocopia, Inc	Liquor - Mdse for Resale	Liquor	531.00	161740	09/05/2023 1
<b>Total for Vinocopia, Inc</b>			<b>831.00</b>		
<b><u>Visit Fairmont</u></b>					
Visit Fairmont	CVB	Hotel/Motel Tax July 2023 Due in August 2023 \$19,852.27 less 5%	18,859.65	161789	09/07/2023 1
<b>Total for Visit Fairmont</b>			<b>18,859.65</b>		
<b><u>Voss Cleaning Services, Inc.</u></b>					
Voss Cleaning Services, Inc.	Library	Janitorial Services Aug 2023 Library	925.00	161903	09/18/2023 1
Voss Cleaning Services, Inc.	Airport	Janitorial & Rug Service Airport Sept 2023	316.00	161932	09/21/2023 1
Voss Cleaning Services, Inc.	Paved Streets	Janitorial & Rug Service Park & Street Dept Sept 2023	247.50	161903	09/18/2023 1
Voss Cleaning Services, Inc.	Parks	Janitorial & Rug Service Park & Street Dept Sept 2023	247.50	161903	09/18/2023 1
Voss Cleaning Services, Inc.	Fire Fighting	Janitorial Services Aug 2023 Fire Hall	389.00	161903	09/18/2023 1
Voss Cleaning Services, Inc.	General Government Buildings	Janitorial & Rug Service Sept 2023 City Hall	814.00	161903	09/18/2023 1
Voss Cleaning Services, Inc.	SMEC Building	Janitorial Services Sept 2023 SMEC	992.00	161903	09/18/2023 1
<b>Total for Voss Cleaning Services, Inc.</b>			<b>3,931.00</b>		
<b><u>Wex Health, Inc.</u></b>					
Wex Health, Inc.	Health Insurance	Aug 2023 Benefits Solution Admin Fees	176.00	0	09/21/2023 1
<b>Total for Wex Health, Inc.</b>			<b>176.00</b>		
<b><u>Wine Merchants</u></b>					
Wine Merchants	Liquor - Mdse for Resale	Wine	128.00	161741	09/05/2023 1
Wine Merchants	Liquor - Mdse for Resale	Wine	1,790.85	161741	09/05/2023 1
Wine Merchants	Liquor - Mdse for Resale	Freight	32.02	161741	09/05/2023 1
Wine Merchants	Liquor - Mdse for Resale	Freight	1.98	161741	09/05/2023 1

**Accounts Payable  
Check Approval List - City Council**

From: 08/30/2023

To: 09/26/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Wine Merchants	Liquor - Mdse for Resale	Wine	352.00	161949	09/21/2023 1
Wine Merchants	Liquor - Mdse for Resale	Wine	768.00	161949	09/21/2023 1
Wine Merchants	Liquor - Mdse for Resale	Freight	4.64	161949	09/21/2023 1
Wine Merchants	Liquor - Mdse for Resale	Freight	13.86	161949	09/21/2023 1
<b>Total for Wine Merchants</b>			<b>3,091.35</b>		
<b><u>Winter</u></b>					
Winter	Non-departmental	Refund Check 018302-000, 505 Webster St	0.27	161723	09/01/2023 1
Winter	Non-departmental	Refund Check 018302-000, 505 Webster St	0.18	161723	09/01/2023 1
Winter	Non-departmental	Refund Check 018302-000, 505 Webster St	0.73	161723	09/01/2023 1
Winter	Non-departmental	Refund Check 018302-000, 505 Webster St	0.27	161723	09/01/2023 1
Winter	Non-departmental	Refund Check 018302-000, 505 Webster St	0.03	161723	09/01/2023 1
<b>Total for Winter</b>			<b>1.48</b>		
<b><u>Wold Architects &amp; Engineers</u></b>					
Wold Architects & Engineers	Parks	Sylvania Bandshell Improvements Through 08/31/2023	1,942.73	161790	09/07/2023 1
Wold Architects & Engineers	Parks	Sylvania Bandshell Improvements Through 07/31/2023	5,092.20	161790	09/07/2023 1
<b>Total for Wold Architects &amp; Engineers</b>			<b>7,034.93</b>		
<b><u>World Fuel Services, Inc.</u></b>					
World Fuel Services, Inc.	Airport	P66 X/C Aviation 20W50 12/1QT	345.92	161669	08/30/2023 1
<b>Total for World Fuel Services, Inc.</b>			<b>345.92</b>		
<b><u>Yeager Implement, Inc.</u></b>					
Yeager Implement, Inc.	Parks	#814 Soccer Mower Assembly, Bearing, Shaft & Housing	617.75	161670	08/30/2023 1
<b>Total for Yeager Implement, Inc.</b>			<b>617.75</b>		
<b><u>Zabinski Business Services, Inc.</u></b>					
Zabinski Business Services, Inc.	Liquor Store	Datacap Merchant Change Liquor Store	590.56	161742	09/05/2023 1
<b>Total for Zabinski Business Services, Inc.</b>			<b>590.56</b>		
<b><u>Ziegler, Inc.</u></b>					
Ziegler, Inc.	Parks	Regulator, Gasket, Kit-Tilt Lev, Flasher Park 530	150.16	161671	08/30/2023 1
Ziegler, Inc.	Parks	Flasher Park 530	83.49	161671	08/30/2023 1
Ziegler, Inc.	Road & Bridge Equipment	Seals, O-Rings & Plug #121	63.06	161905	09/18/2023 1
Ziegler, Inc.	Road & Bridge Equipment	Kit Seal, Valve Gp-Con-Replaces 3736978 #121	3,768.25	161905	09/18/2023 1
<b>Total for Ziegler, Inc.</b>			<b>4,064.96</b>		
			<b>1,277,289.27</b>		