



Hermantown City Council Meeting – February 22, 2022

Because of attendance considerations at the regular meeting location due to the health pandemic, Hermantown’s upcoming, City Council Meeting will be conducted both remotely and with in-person access to Council Chambers.

The City Council meeting will utilize the platform “Zoom,” which allows the public to view and/or hear the meeting from their phone or computer. Interested parties can also choose to attend the City Council Meeting in person at City Hall. Current Minnesota Department of Health guidelines regarding the health pandemic will be observed during this meeting.

The 6:30 p.m. City Council Meeting will be available at:

<https://us02web.zoom.us/j/89427926114?pwd=VERySW5HSWNpeGtGcG43NWZtcnVBQT09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 894-2792-6114 and the passcode of 614195.

Public comment may be possible, but difficult, during the meeting, but any public comments, questions, or concerns can be e-mailed to Community Engagement Manager, Joe Wicklund, at jwicklund@hermantownmn.com up to 3:30 p.m. the day of the meeting with the e-mail title “City Council Meeting.” It is important to note that all comments regarding this meeting are public data.

A few important tips regarding the Zoom platform:

- If your computer does not support audio, you can still watch the meeting on your computer and call in on your phone to hear the meeting
- It is a challenging situation for all, so grace and understanding are appreciated

The 4:30 p.m. Pre-Agenda Meeting will be available in-person only at City Hall. Public comment is not a factor in the pre-agenda meeting, but the meeting is open and members of the public are invited and welcome to attend to this meeting. Attendees of the Pre-Agenda Meeting should expect to follow the current social distancing and mask guidelines.



AGENDA

Pre-Agenda Meeting Monday, February 22, 2022 at 4:30 p.m. Council Chambers City Hall - Hermantown Governmental Services Building

Pre-agenda: The Pre-agenda meeting is a work session between the City Council and City staff to review the upcoming City Council meeting and future meetings. The agenda is the same document as the upcoming City Council meeting, but does not follow the same format as the City Council meeting. It is a time for the City Council and City staff to have discussions about the agenda items, and asking and answering questions. Traditionally it is not a time for public comment on the agenda items, as the public can listen to the conversation and ask questions or provide input at the upcoming City Council meeting.

City Council Meeting February 22, 2022 at 6:30 p.m. Council Chambers City Hall - Hermantown Governmental Services Building

Invitation to participate:

The Hermantown City Council welcomes your thoughts, input and opinions to this meeting. The agenda for this meeting contains a brief description of each item to be considered, and the City Council encourages your participation. If you wish to speak on an item contained in the agenda, you will be allowed to address the Council when a motion is on the floor. If you wish to speak on a matter that does not appear on the agenda, you may do so during the public comment period regularly scheduled and set for the beginning of the meeting.

When addressing the City Council, please state your name and address for the record. Please address the City Council as a whole through the Mayor. Comments to individual Council Members or staff are not permitted. Speakers will be limited to three (3) minutes.

Order of discussion

- 1. Reading of the resolution title by Mayor**
- 2. Motion/Second**
- 3. Staff Explanation**
- 4. Initial Discussion by City Council**
- 5. Mayor invites public to speak to the motion (3-minute rule)**
- 6. Follow up staff explanation and/or discussion by City Council**
- 7. Call of the vote**

**CITY OF HERMANTOWN
AGENDA**

**Pre-Agenda Meeting Monday, February 22, 2022 at 4:30 p.m.
Council Chambers
Hermantown Governmental Services Building**

**City Council Meeting February 22, 2022 at 6:30 p.m.
Council Chambers
Hermantown Governmental Services Building**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS** *(Council Members may make announcements as needed.)*
5. **PUBLIC HEARING** – *(Only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.)*
6. **COMMUNICATIONS**
 - A. **Correspondence** 22-13 through 22-22 placed on file
7. **PRESENTATIONS** *(Department Heads may give reports if necessary.)*
8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.)*
9. **CONSENT AGENDA** *(All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.)*
 - A. **Minutes** - Approval or correction of February 7, 2022 City Council Continuation Minutes
 - B. **Accounts Payable** – Approve general city warrants from February 1, 2022 through February 15, 2022 in the amount of \$441,222.56
10. **MOTIONS**
 - A. Motion to approve/deny the following On Sale Intoxicating Liquor License:
*Skyline Lounge 4894 Miller Trunk Hwy On Sale/Sunday
*Contingent upon all paperwork being received

(motion, roll call)

11. ORDINANCES

- A. **2022-01** An Ordinance Amending Section 220, City Administrator, Of The Hermantown City Code By Modifying The City Administrator's Ability To Sign For Purchase Orders For Set Limits

Second Reading

(motion, roll call)

- B. **2022-02** An Ordinance Of The City Of Hermantown, Minnesota, Amending The City Code, Section 210, Council, To Increase The Salaries Of The Mayor And Council Members.

First Reading

12. RESOLUTIONS *(Roll call will be taken only on items required by law and items requiring 4/5's votes, all others can be done by voice vote.)*

- A. **2022-26** Resolution To Approve Shared Sanitary Sewer Relocation Costs Between The City Of Hermantown And MNDOT Associated With Construction Along And Adjacent To Hwy 53 And Hwy 194 Under State Project Number 6916-113 (T.H. 53)

(motion, roll call)

- B. **2022-27** Resolution Approving A Request For Proposals For Purchase Of An Advanced Metering Infrastructure For Water Meters

(motion, roll call)

- C. **2022-28** Resolution Approving Pay Request Number 16 And Change Order Number 9 For Sewer Improvement District No. 448 To Utility Systems Of America, Inc. In The Amount Of \$25,688.00

(motion, roll call)

13. RECESS

Date: February 16, 2022
To: City Council
From: John Mulder, City Administrator
RE: Correspondence

In your agenda packet is a correspondence summary log. This briefly summarizes and assigns a log number for written correspondence received at City Hall.

You are provided with the summary so that you may request a full copy of any correspondence article of interest to you.

I have included in the agenda packet only the correspondence that we believe to be of special interest.

2022 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
2/7/2022	22-13	Minnesota Power	City of Hermantown	Rate Increase	12/31/2021
2/7/2022	22-14	Jeremy Menz, Fryberger Law Firm	Jackie Dolentz, City Clerk	Refunding Bonds	2/3/2022
2/7/2022	22-15	St. Louis Cty, Planning & Zoning Dev. Dept.	City of Hermantown	CDBG & HOME Programs Requalification	2/3/2022
2/9/2022	22-16	City of Hermantown	City Council	Oak Ridge Dr., Sanitary Sewer Extention	12/18/2021
2/9/2022	22-17	City of Hermantown	City Council	Proposed Team for Arena & Park Project	2/9/2022
2/9/2022	22-18	Christopher Miller, LHB	David Bolf, City Engineer	Bridge 7724	11/2/2021
2/9/2022	22-19	David Bolf, City Engineer	City Council	Lindahl Rd. Bridge Removal Direction	1/11/2021
2/11/2022	22-20	Carroll Aasen, MN Dept. of Trans.	John Mulder, City Administrator	MnDOT Agreement #1049187	2/10/2022
2/14/2022	22-21	Lora Skarman, St. Louis County	Jackie Dolentz, City Clerk	2022 LBAE	2/10/2022

CITY OF HERMANTOWN
CITY COUNCIL MEETING
February 7, 2022
6:30 p.m.

MEETING CONDUCTED IN PERSON & VIA ZOOM

Pledge of Allegiance

ROLL CALL: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher

CITY STAFF: John Mulder, City Administrator; Jackie Dolentz, City Clerk; Kevin Orme, Director of Finance & Administration; Eric Johnson, Community Development Director; Joe Wicklund, Communications Manager; David Bolf, City Engineer; Gunnar Johnson, City Attorney

ABSENT: None

VISITORS: 5

ANNOUNCEMENTS

Councilor Hauschild stated redistricting maps will come out be around February 15th.

PUBLIC HEARING

COMMUNICATIONS

Communications 22-04 through and including 22-12 were placed on file.

Communication 22-11 from Paul Senst, Public Works Director, to Mayor & City Council regarding the crack seal Arrowhead Road Project.

Communication 22-12 from Paul Senst, Public Works Director, to Mayor & City Council regarding tree removal for the 2022 Ugstad Road Project.

PRESENTATIONS

Kevin Orme, Director of Finance & Administration, gave a summary of the preliminary 4th quarter financials.

David Bolf, City Engineer, gave a report on the Hermantown Road bridge.

David Bolf, City Engineer, gave a report on the Oak Ridge Drive sewer study.

David Bolf, City Engineer, gave a report on the Lindahl Road bridge.

Eric Johnson, Community Development Director, gave a Planning and Zoning update.

PUBLIC DISCUSSION

Brice Hansen, address not provided, inquired about potential city plans for an indoor soccer facility.

CONSENT AGENDA

Motion made by Councilor Hauschild, seconded by Councilor Geissler to approve the Consent Agenda which includes the following items:

- A. Approve January 18, 2022 City Council Continuation Minutes
- B. Approve general city warrants from January 16, 2022 through January 31, 2022 in the amount of \$376,906.99

Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

MOTIONS

Motion made by Councilor Peterson, seconded by Councilor Nelson to approve a sewer credit of \$63,710.00 for the Y at the Essentia Wellness Center. Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

ORDINANCES

2022-01 An Ordinance Amending Section 220, City Administrator, Of The Hermantown City Code By Modifying The City Administrator's Ability To Sign For Purchase Orders For Set Limits

First Reading

RESOLUTIONS

2022-10 Resolution Amending and Restating Resolution No. 2021-87 Ordering Improvement and Directing Preparation of Finals Plans and Specifications for Road Improvement District No. 538

Motion made by Councilor Geissler, seconded by Councilor Hauschild to adopt Resolution 2022-10 Resolution Amending and Restating Resolution No. 2021-87 Ordering Improvement and Directing Preparation of Finals Plans and Specifications for Road Improvement District No. 538. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2022-15 Resolution Approving The Donation Of Easements To The City Of Hermantown For The Ugstad Road And Arrowhead Road Improvement

Motion made by Councilor Nelson, seconded by Councilor Peterson to adopt Resolution 2022-15 Resolution Approving The Donation Of Easements To The City Of Hermantown For The Ugstad Road And Arrowhead Road Improvement. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2022-17 Resolution Authorizing The Director Of Finance & Administration To Amend Selected 2021 Budgets And Make Transfers

Motion made by Councilor Hauschild, seconded by Councilor Nelson to adopt Resolution 2022-17, Resolution Authorizing The Director Of Finance & Administration To Amend Selected 2021 Budgets And Make Transfers. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2022-18 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Independent School District #700 For The Ugstad Road And Arrowhead Road Improvement

Motion made by Councilor Hauschild, seconded by Councilor Nelson to adopt Resolution 2022-18 Resolution Authorizing And Directing Mayor And City Clerk To Execute An Acceptance Of Easement Agreement To The City Of Hermantown From Independent School District #700 For The Ugstad Road And Arrowhead Road Improvement. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2022-19 Resolution Approving Amendments To Planned Unit Development For The Plat Of Pine View

Motion made by Councilor Peterson, seconded by Councilor Geissler to adopt Resolution 2022-19 Resolution Approving Amendments To Planned Unit Development For The Plat Of Pine View. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2022-20 Resolution Approving Preliminary And Final Plat Of Radar Run And Imposing Conditions On The Final Plat

Motion made by Councilor Nelson, seconded by Councilor Geissler to adopt Resolution 2022-20 Resolution Approving Preliminary And Final Plat Of Radar Run And Imposing Conditions On The Final Plat. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2022-21 Resolution Approving A Special Use Permit For The Construction Of A Two-Family Home In A R-3 Residential Zoning District And Within A Recreational Shoreland Area

Motion made by Councilor Geissler, seconded by Councilor Hauschild to adopt Resolution 2022-21 Resolution Approving A Special Use Permit For The Construction Of A Two-Family Home In A R-3 Residential Zoning District And Within A Recreational Shoreland Area. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2022-22 Resolution Approving Amendments To The Management Compensation Plan

Motion made by Councilor Peterson, seconded by Councilor Hauschild to adopt Resolution 2022-22 Resolution Approving Amendments To The Management Compensation Plan. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2022-23 Resolution Authorizing And Directing The Distribution Of The Pay Equity Study To The State Of Minnesota For The City Of Hermantown

Motion made by Councilor Geissler, seconded by Councilor Peterson to adopt Resolution 2022-23 Resolution Authorizing And Directing The Distribution Of The Pay Equity Study To The State Of Minnesota For The City Of Hermantown. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2022-24 Resolution Approving An Update To The City of Hermantown Minnesota Government Data Practices Act City Hall Procedures

Motion made by Councilor Nelson, seconded by Councilor Peterson to adopt Resolution 2022-24 Resolution Approving An Update To The City of Hermantown Minnesota Government Data Practices

Act City Hall Procedures. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2022-25 Resolution Approving An Update To The City of Hermantown Minnesota Government Data Practices Act Police Department Procedures

Motion made by Councilor Nelson, seconded by Councilor Geissler to adopt Resolution 2022-25 Resolution Approving An Update To The City of Hermantown Minnesota Government Data Practices Act Police Department Procedures. Roll Call: Councilors Geissler, Hauschild, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

Motion made by Councilor Peterson seconded by Councilor Nelson to recess the meeting at 6:56 p.m. Motion carried.

Mayor

ATTEST:

Clerk

CITY OF HERMANTOWN

CHECKS #68424-68472
02/01/2022-02/15/2022

PAYROLL CHECKS

Electronic Checks - #69722-69761 \$75,298.42

LIABILITY CHECKS

Electronic Checks - #69715-69721 \$131,670.02

Check - #68470 \$1,026.08

Check - #68472 \$1,181.32

PAYROLL EXPENSE TOTAL \$209,175.84

ACCOUNTS PAYABLE

Check - #68424-68469 \$130,295.48

Check - #68471 \$5.31

Electronic Payments #-99803-99809 \$101,745.93

ACCOUNTS PAYABLE TOTAL \$232,046.72

TOTAL \$441,222.56

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
401	431100	Street Department	DEERE CREDIT INC	2022 Motor Grader Lease	60,969.50	-99809
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	220.00	-99808
101	217450	Employee Flexplan	FURTHER ELECTRONIC PAYMENTS	Claim Reimbursement - Electron	27.05	-99808
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	763.51	-99807
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	545.36	-99807
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas -FH#1	2,341.58	-99807
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas CH/PD	2,251.08	-99807
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas -CH/PD	1,915.84	-99807
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas old CH	145.23	-99807
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas Lightning Dr	872.58	-99807
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas old CH	1,307.11	-99807
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas Comm Building	346.89	-99807
275	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas EWC	12,775.88	-99807
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Recycling January	341.89	-99806
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal January	829.30	-99806
101	421100	Police Administration	NORTHEAST SERVICE COOPERATIVE	Feb Inactive Health Insurance	1,396.06	-99805
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Feb Inactive Health Insurance	873.65	-99805
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Jan First Bank Card Orme	40.98	-99804
101	431100	Street Department	FIRST BANKCARD	Jan First Bank Card Orme	113.45	-99804
101	415300	Administration & Finance	FIRST BANKCARD	Jan First Bank Card Orme	86.64	-99804
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Jan First Bank Card Orme	97.10	-99804
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Jan First Bank Card Orme	388.39	-99804
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Jan First Bank Card Orme	163.92	-99804
101	431100	Street Department	FIRST BANKCARD	Jan First Bank Card Orme	22.32	-99804
601	494400	Water Administration and General	FIRST BANKCARD	Jan First Bank Card Orme	45.38	-99804
601	494400	Water Administration and General	FIRST BANKCARD	Jan First Bank Card Orme	21.66	-99804
275	452200	Community Building	FIRST BANKCARD	Jan First Bank Card Orme	631.99	-99804
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Esterbrook	231.80	-99804
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Gottschald	11.34	-99804
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Stracek	416.93	-99804
275	452200	Community Building	FIRST BANKCARD	Jan First Bank Card Orme	513.36	-99804
602	494900	Sewer Administration and General	FIRST BANKCARD	Jan First Bank Card Orme	68.07	-99804
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Pheiffer	50.00	-99804
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Pernu	50.00	-99804
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Ross	94.36	-99804
602	494900	Sewer Administration and General	FIRST BANKCARD	Jan First Bank Card Orme	13.39	-99804
601	494400	Water Administration and General	FIRST BANKCARD	Jan First Bank Card Orme	8.93	-99804
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Salo	31.65	-99804

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Ross	147.05	-99804
101	431100	Street Department	FIRST BANKCARD	Jan First Bank Card Senst	129.47	-99804
251	421801	DARE & Police Liaison Fund	FIRST BANKCARD	Jan First Bank Card Johnson	40.79	-99804
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Ross	70.34	-99804
602	494900	Sewer Administration and General	FIRST BANKCARD	Jan First Bank Card Orme	21.66	-99804
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Esterbrook	12.55	-99803
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Ross	75.73	-99803
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Gottschald	5.36	-99803
245	415300	Administration & Finance	FIRST BANKCARD	Jan First Bank Card Orme	514.78	-99803
275	452200	Community Building	FIRST BANKCARD	Jan First Bank Card Orme	630.76	-99803
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Ross	130.00	-99803
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Johnson	25.00	-99803
101	414100	Elections	FIRST BANKCARD	Jan First Bank Card Orme	215.67	-99803
101	419100	Community Development	FIRST BANKCARD	Jan First Bank Card Orme	215.00	-99803
275	452200	Community Building	FIRST BANKCARD	Jan First Bank Card Orme	1,003.34	-99803
601	494400	Water Administration and General	FIRST BANKCARD	Jan First Bank Card Orme	3.25	-99803
101	415300	Administration & Finance	FIRST BANKCARD	Jan First Bank Card Orme	9.74	-99803
602	494900	Sewer Administration and General	FIRST BANKCARD	Jan First Bank Card Orme	3.25	-99803
101	415300	Administration & Finance	FIRST BANKCARD	Jan First Bank Card Mulder	46.00	-99803
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Jan First Bank Card Orme	48.96	-99803
101	415300	Administration & Finance	FIRST BANKCARD	Jan First Bank Card Orme	1,861.00	-99803
101	431100	Street Department	FIRST BANKCARD	Jan First Bank Card Orme	19.98	-99803
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Jan First Bank Card Orme	195.84	-99803
602	494900	Sewer Administration and General	FIRST BANKCARD	Jan First Bank Card Orme	11.99	-99803
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Jan First Bank Card Orme	356.47	-99803
602	494900	Sewer Administration and General	FIRST BANKCARD	Jan First Bank Card Orme	69.47	-99803
101	415300	Administration & Finance	FIRST BANKCARD	Jan First Bank Card Orme	430.00	-99803
601	494400	Water Administration and General	FIRST BANKCARD	Jan First Bank Card Orme	46.32	-99803
101	431100	Street Department	FIRST BANKCARD	Jan First Bank Card Senst	43.30	-99803
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Jan First Bank Card Orme	89.12	-99803
101	362430	Refund & Reimbursement	FIRST BANKCARD	Jan First Bank Card Senst	-181.88	-99803
101	415300	Administration & Finance	FIRST BANKCARD	Jan First Bank Card Mulder	210.00	-99803
101	431100	Street Department	FIRST BANKCARD	Jan First Bank Card Orme	115.79	-99803
230	465100	HEDA	FIRST BANKCARD	Jan First Bank Card Mulder	629.64	-99803
101	415300	Administration & Finance	FIRST BANKCARD	Jan First Bank Card Orme	25.20	-99803
602	494500	Sewer Maintenance	FIRST BANKCARD	Jan First Bank Card Senst	235.14	-99803
101	431100	Street Department	FIRST BANKCARD	Jan First Bank Card Senst	29.99	-99803
101	431100	Street Department	FIRST BANKCARD	Jan First Bank Card Senst	1,635.21	-99803

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
601	494300	Water Distribution	FIRST BANKCARD	Jan First Bank Card Sens	1,292.49	-99803
101	421100	Police Administration	FIRST BANKCARD	Jan First Bank Card Esterbrook	250.00	-99803
601	494400	Water Administration and General	FIRST BANKCARD	Jan First Bank Card Orme	7.99	-99803
101	431100	Street Department	A & S TRUCK AND TRAILER REPAIR	Steering Repair-H0	655.64	68424
101	421100	Police Administration	ADVANCED ELECTRONIC DESIGN INC	Repair LED Driver Board Assemb	276.00	68425
101	427100	Poundmaster	ANIMAL ALLIES HUMANE SOCIETY	December Boarding	480.00	68426
101	424100	Building Inspection	ARROWHEAD CHAPTER	2022 Membership/Rich	135.00	68427
101	431100	Street Department	BATTERIES PLUS BULBS	Batteries-Truck Sander Control	8.95	68428
602	494500	Sewer Maintenance	BATTERIES PLUS BULBS	Batteries for Lift Station	87.90	68428
101	431901	City Garage	BATTERIES PLUS BULBS	Recycle Fluorescent Light Bulb	32.25	68428
101	431100	Street Department	BATTERIES PLUS BULBS	Battery for PW Truck Key Fob	12.55	68428
602	494500	Sewer Maintenance	BATTERIES PLUS BULBS	Batteries for Lift Stations	24.95	68428
240	433200	Water Tower	BOLTON & MENK, INC.	Hwy 53 Water Tower Recon	525.00	68429
101	431100	Street Department	BOYER TRUCKS INC	Hood Latch - H4	40.80	68430
101	431100	Street Department	CAPITAL ONE TRADE CREDIT	Pipe Fittings/Pressure Washer	43.97	68431
101	431100	Street Department	CAPITAL ONE TRADE CREDIT	Shop Tools- Sockets	124.97	68431
101	422903	Firehall #3 Midway Road	CENTURYLINK	Internet FH #3	79.98	68432
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	68433
101	431901	City Garage	CINTAS CORPORATION	Supplies	30.00	68433
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68433
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.66	68433
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	29.56	68433
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	68433
101	431100	Street Department	CINTAS CORPORATION	Uniforms	10.80	68433
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.66	68433
101	431901	City Garage	CINTAS CORPORATION	Supplies	22.50	68433
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	11.08	68433
601	494300	Water Distribution	CITY AUTO GLASS	Windshield-H22	587.20	68434
601	494400	Water Administration and General	CLIFTONLARSONALLEN LLP	2021 Audit	433.13	68435
101	415300	Administration & Finance	CLIFTONLARSONALLEN LLP	2021 Audit	2,021.24	68435
602	494900	Sewer Administration and General	CLIFTONLARSONALLEN LLP	2021 Audit	433.13	68435
601	494300	Water Distribution	CORE & MAIN LP	Water Meters	3,774.64	68436
601	494300	Water Distribution	CORE & MAIN LP	Water Meter Warranty	291.54	68436
230	465100	HEDA	CREATIVE ARCADE	Website 02/22 Maintenance	250.03	68437
101	419901	City Hall & Police Building Maintenance	DOORCO, INC.	Repair PD Garage Door 3	432.96	68438
601	494300	Water Distribution	DVS RENEWAL	2020 Ford F350	19.25	68439
101	431100	Street Department	DVS RENEWAL	2018 Ford F550	19.25	68439
101	431100	Street Department	DVS RENEWAL	2015 GMC SIE	19.25	68439

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	DVS RENEWAL	2021 GMC Sierra	19.25	68439
101	431100	Street Department	DVS RENEWAL	2016 GMC SIE	19.25	68439
601	494400	Water Administration and General	DVS RENEWAL	2013 Intl 70S	19.25	68439
101	431100	Street Department	DVS RENEWAL	2001 Freightliner	19.25	68439
601	494400	Water Administration and General	DVS RENEWAL	07 Chev Silv	19.25	68439
101	419901	City Hall & Police Building Maintenance	DVS RENEWAL	2002 Chev 4C Sil	19.25	68439
101	431100	Street Department	DVS RENEWAL	2017 WSTR CNV	19.25	68439
101	431100	Street Department	DVS RENEWAL	19 Towmaster Monroe	19.25	68439
101	431100	Street Department	DVS RENEWAL	2001 Freightliner	19.25	68439
101	431100	Street Department	DVS RENEWAL	2020 WSTR Con	19.25	68439
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Valve Box Part/H2O Break Bands	1,352.11	68440
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Water Main Repair Bands	1,216.59	68440
101	431100	Street Department	HERMANTOWN HYDRAULICS	Hose-928 Loader	62.30	68441
101	452100	Parks	HERMANTOWN NIGHT RIDERS SNOWMOBLIE CLUB	DNR Equip Grnt Cont#0022-21-2C	36,825.00	68442
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	RplcBrks/WhlBrings/TieRd14Ford	1,055.80	68443
101	419100	Community Development	HERMANTOWN STAR LLC	Public Hearing P&Z	57.75	68444
230	465100	HEDA	ICS	Hermantown Recreation Initiati	2,400.00	68445
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Report Covers	84.33	68446
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Ink Storage	36.78	68446
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Toshiba	17.31	68447
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica	195.57	68447
601	494300	Water Distribution	KOLAR	Fuel Canister-H25	180.56	68448
603	441100	Storm Water	LEAGUE OF MINNESOTA CITIES	MN Cities Stormwater Coalition	780.00	68449
101	421100	Police Administration	LEAGUE OF MINNESOTA CITIES	Patrol Subscription 2022	1,440.00	68449
101	415300	Administration & Finance	MCFOA	Region II Training-Dolentz	25.00	68450
101	431901	City Garage	MENARD INC	Contact Tip/Windshield Wash	9.87	68451
101	419901	City Hall & Police Building Maintenance	MENARD INC	Batteries/Clock/Heater	144.37	68451
101	431901	City Garage	MENARD INC	Kitchen Brushes/Brass Bushing	18.75	68451
101	419901	City Hall & Police Building Maintenance	MENARD INC	Hanging Kit/ReadyNail Kit	10.71	68451
101	421100	Police Administration	METRO SALES INC	Copier Lease	277.12	68452
101	421100	Police Administration	MN CHIEFS OF POLICE ASSN	2022 Dues Gunderson	180.00	68453
602	494500	Sewer Maintenance	MN POLLUTION CONTROL AGENCY	Collection Syst Op-Terhaar	23.00	68454
402	431150	Street Improvements	MSA PROFESSIONAL SERVICES, INC.	Ugstad Rd Reconditioning MSA P	29,053.50	68455
101	431100	Street Department	NAPA AUTO PARTS	Antifreeze - H0	41.38	68456
101	431901	City Garage	NAPA AUTO PARTS	Air Compressor Oil	26.97	68456
101	431100	Street Department	NAPA AUTO PARTS	Wash Fluid	143.82	68456
101	431100	Street Department	NAPA AUTO PARTS	DEF	348.00	68456

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	NAPA AUTO PARTS	Air Filter/Wiper Blades	36.94	68456
101	431100	Street Department	NAPA AUTO PARTS	Wash Fluid/Wiper Blades	34.11	68456
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Hyd Fittings	112.34	68457
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Elect Shrink Connector/Shrink	61.77	68458
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Plow Bolts	121.50	68458
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2303 Stebner Farms	127.50	68459
601	494400	Water Administration and General	NORTHLAND CONSULTING ENGINEERS L.L.P.	Water System Modeling	1,120.00	68459
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2339 Keen Creek LOMR	335.00	68459
240	494500	Sewer Maintenance	NORTHLAND CONSULTING ENGINEERS L.L.P.	Oak Ridge Sanitary Sewer Exten	380.00	68459
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Peyton Property Development	320.00	68459
101	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2347 Red Tail Hawk Add	80.00	68459
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Pre-Agenda,City Council, 4SQ	1,600.00	68459
475	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	RichardLindgren-SAP202-080-003	25,984.50	68459
101	431100	Street Department	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2313 MSA	42.50	68459
240	433200	Water Tower	NORTHLAND CONSULTING ENGINEERS L.L.P.	Water Tower RFP	420.00	68459
101	431100	Street Department	O'REILLY FIRST CALL	Fuel Line/Clip	14.61	68460
602	494500	Sewer Maintenance	PLAWCS	EXCESS VOLUME 1/01/21-12/31/21	2,007.48	68461
101	431100	Street Department	ST LOUIS COUNTY AUDITOR	CP0000-369583 Rd Maint Stripin	7,403.45	68462
101	419901	City Hall & Police Building Maintenance	STACK BROS MECHANICAL, INC.	Rpl Pully's & Belts-AUH 1&2 CH	1,265.00	68463
101	431100	Street Department	TELCOLOGIX	Feb 2022 Maintenance	16.75	68464
101	419901	City Hall & Police Building Maintenance	TELCOLOGIX	Feb 2022 Maintenance	237.85	68464
101	422901	Firehall #1 Maple Grove Road	TELCOLOGIX	Feb 2022 Maintenance	70.35	68464
101	452200	Community Building	TELCOLOGIX	Feb 2022 Maintenance	10.05	68464
101	415300	Administration & Finance	TOSHIBA FINANCIAL SERVICES	Copier Lease Toshiba	145.57	68465
601	494300	Water Distribution	TRENCHERS PLUS, INC	Coupler/Suction/Freight Credit	-265.65	68466
601	494300	Water Distribution	TRENCHERS PLUS, INC	Socket/Suction Tube	265.65	68466
101	431100	Street Department	UNITED TRUCK BODY COMPANY INC	Cutting Edges for Plows	746.88	68467
101	421100	Police Administration	USA TOWING & RECOVERY	ForfeitureVehicle ICR#21152541	85.00	68468
101	421100	Police Administration	USA TOWING & RECOVERY	ForfeitureVehicle ICR#21156620	65.00	68468
101	421100	Police Administration	USA TOWING & RECOVERY	ForfeitureVehicle ICR#21176832	85.00	68468
101	415300	Administration & Finance	WICKLUND, JOE	Cell Phone Stipend Jul-Dec	150.00	68469
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	February Inactive - Vatne	5.31	68471

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: January 31, 2022
SUBJECT: Ordinance Amending Chapter 2,
Section 220, Administration



Meeting Date: 02/22/202

Ordinance: 2022-01

REQUESTED ACTION

Second reading of Ordinance Amending Chapter 2, Section 220 Administration, to make this section consistent with the updated Purchasing Policy, which was approved at the January 18, 2022 City Council meeting.

BACKGROUND

Over the past year, the Finance Department had reviewed current purchasing practices in order to create a written policy. The intent of the policy is to, “ensure all purchases are consistent with Minnesota statutes, to establish internal controls, to maintain the appropriate documentation, and to ensure the best value for the public money.” The policy increased the signing authority of the City Administrator from \$10,000.00 to \$25,000.00. The City Council approved this policy at the January 18, 2022 meeting.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Ordinance

Ordinance No. 2022-01

The City Council of the City of Hermantown does ordain:

AN ORDINANCE AMENDING SECTION 220, CITY ADMINISTRATOR, OF THE HERMANTOWN CITY CODE BY MODIFYING THE CITY ADMINISTRATOR’S ABILITY TO SIGN FOR PURCHASE ORDERS FOR SET LIMITS

Section 1. **Purpose and Intent.** The purpose and intent of this amendment is to make this Section consistent with the updated Purchasing Policy for the City of Hermantown.

Section 2. **Amendment to Section 220.03.2** Section 220.03, Duties and Responsibilities, is hereby amended to read as follows and inserted into the Hermantown City Code to read:

“220.03.2. The City Administrator shall have authority to sign purchase orders for routine services, equipment and supplies for which the cost does not exceed ~~\$10,000~~\$25,000.00. All claims against the City resulting from orders placed by the City Administrator shall be audited for payment by the City Council. In all cases, the City Administrator shall comply with the Hermantown Code, applicable statutes and rules and regulations of the City Council.”

Deleted language is struck out and added language is underlined.

Section 3. **Amendment to be Inserted in Code.** After this ordinance becomes effective, the changes made by this ordinance shall be made in the appropriate place in the Hermantown City Code. This ordinance shall be published in the official newspaper of the City.

Section 4. **Effective Date.** The provisions of this Ordinance shall be effective after adoption and immediately upon publication once in the official newspaper of the City of Hermantown.

Dated: _____

Mayor

Attest:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: February 16, 2022
SUBJECT: Mayor/City Council
Compensation



Meeting Date: 02/22/2022

Agenda Item: 11-B

Ordinance: 2022-02

REQUESTED ACTION

First reading of an ordinance changing the compensation for the Mayor and City Council members.

BACKGROUND

It has been suggested that we review the compensation of the Mayor and City Council. Attached is a memo from the City Attorney describing the process.

City	Mayor	Council	Notes
Proctor	\$600 per month	\$400 per month	
Virginia	\$500 per month	\$300 per month	they get \$200 per month for a meeting attendance fee
Hibbing	\$900 per month	\$600 per month	
Cloquet	\$500 per month	\$400 per month	the mayor gets an extra \$300 and the council an extra \$200 for meeting fees
Rice Lake	\$75 per meeting;	\$65 per meeting	
Hermantown	\$800 per month	\$600 per month	

The last time compensation for the Council and Mayor was changed was effective on January 1, 2015. If we applied the same percentage increases as the employees, the Mayor's compensation would be \$939, and the City Council's would have increased to \$705.

SOURCE OF FUNDS (if applicable)

General Fund

ATTACHMENTS

Memo from City Attorney on process.

Overom Law

Attorneys at Law

Attorneys
Steven C. Overom † *
Ryenne E. Overom
Gunnar B. Johnson

Paralegal
Aurora D. Kothe

Writer's Contact Information:

Direct: 218-625-8460
Mobile: 218-391-0798
soverom@overomlaw.com

* ALSO ADMITTED IN WISCONSIN

† BOARD CERTIFIED REAL PROPERTY LAW SPECIALIST

HERMANTOWN CITY CODE, CHAPTER 210

TO: City of Hermantown
FROM: Gunnar B. Johnson
SUBJECT: City Councilor Pay
DATE: December 27, 2021

What is the process for adjusting the pay of the Hermantown City Council members?

Under Hermantown City Code § 210.01.2, each Councilor is paid \$600 per month.

Under Minnesota Statute § 415.11, the council of a city of the third class (greater than 10,000 population) may adjust the council salaries by ordinance in an amount it deems reasonable. The change in salary cannot take place until after the next municipal election.

Minnesota Statute § 415.11, subd. 2. The ordinance changing the council salaries should specify the date the change will take effect.

The process for changing the mayor's pay is the same.

Attachments: Hermantown City Code § 210.01.2 & Minnesota Statute § 415.11

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11 E SUPERIOR ST • SUITE 543
DULUTH, MN 55802

MINNEAPOLIS OFFICE
2725 EVEREST LANE N
MINNEAPOLIS, MN 55447

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BARNES, WI 54873

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Overom Law

City Councilor Pay Memo

Page 2 of 3

HERMANTOWN CITY CODE § 210.01.2

“210.01.2 Council members.

210.01.2.1. Each Council member of the City shall be entitled to receive compensation for his or her services as a Council member, as provided in this section. Council members’ compensation shall be paid \$600 per month. Subject to the preceding sentence and 210.01.2.2 hereof.

210.01.2.2 In addition to the amounts payable under 210.10.2.1 hereof, each Council member shall be entitled to \$50 for four hours of attendance at a single mediation session, or \$100 for more than four hours of attendance at a single mediation session.”

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City Councilor Pay Memo

Page 3 of 3

MINNESOTA STATUTE § 415.11

“415.11 SECOND TO FOURTH CLASS CITIES; GOVERNING BODY SALARIES.

§

Subdivision 1. **Set by ordinance.**

Notwithstanding the provisions of any general or special law, charter, or ordinance, the governing body of any statutory or home rule charter city of the second, third or fourth class may by ordinance fix their own salaries as members of such governing body, and the salary of the chief elected executive officer of such city, in such amount as they deem reasonable.

Subd. 2. **After next election.**

No change in salary shall take effect until after the next succeeding municipal election.

Subd. 3. **Temporary reductions.**

Notwithstanding subdivision 2 or a charter provision to the contrary, the governing body may enact an ordinance to take effect before the next succeeding municipal election that reduces the salaries of the members of the governing body. The ordinance shall be in effect for 12 months, unless another period of time is specified in the ordinance, after which the salary of the members reverts to the salary in effect immediately before the ordinance was enacted.”

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Ordinance No. 2022-02

The City Council of the City of Hermantown does ordain:

**AN ORDINANCE OF THE CITY OF HERMANTOWN, MINNESOTA,
AMENDING THE CITY CODE, SECTION 210, COUNCIL,
TO INCREASE THE SALARIES OF THE MAYOR AND COUNCIL MEMBERS.**

Section 1. Purpose and Intent. The purpose and intent of this Ordinance is to update the City Code by amending the compensation for elected officials to an amount that is comparable to neighboring cities and jurisdictions.

Section 2. Amendment to Section 210. Section 210, Council, of the Hermantown City Code is hereby amended to read as follows:

“210.01.1. Mayor.

210.01.1.1. The Mayor of the City of Hermantown shall be entitled to receive the sum of ~~\$800~~ \$_____ per month as compensation for his or her services as Mayor.

210.01.1.2. If the Mayor attends any mediation sessions, he or she shall be entitled to payment of \$50 if four hours or less shall be spent at any single mediation session, or \$100 if more than four hours shall be spent at any single mediation session.

210.01.2. Council members.

210.01.2.1. Each Council member of the City shall be entitled to receive compensation for his or her services as a Council member, as provided in this section. Council members’ compensation shall be paid ~~\$600~~-\$_____ per month. Subject to the preceding sentence and 210.01.2.2 hereof.

210.01.2.2. In addition to the amounts payable under 210.10.2.1 hereof, each Council member shall be entitled to \$50 for four hours of attendance at a single mediation session, or \$100 for more than four hours of attendance at a single mediation session.

210.01.3. Reimbursements. The Mayor and the Council members shall be entitled to reimbursement for expenses incurred by the Mayor or Council members in connection with the performance of his or her official duties as Council member or Mayor. Requests for reimbursements should be made on a form provided by the City and should be accompanied by itemized receipts. Mileage reimbursement shall be made in an amount equal to an amount established by the Internal Revenue Service (IRS). No reimbursement shall be made for insurance

charges related to the business use of the Mayor's or any Council member's automobile.

210.01.3.1 Reimbursement for phone and internet. In lieu of reimbursement for cell phones and internet, the Mayor and each Council member will receive an additional stipend of \$35 per month.”

Section 3. Statutory Authority. The provisions of this Ordinance are authorized by Minnesota Statutes Section § 415.11.

Section 4. Amended and Inserted in the Code. After the amendment made by this ordinance becomes effective, it shall be inserted in the appropriate place in the Hermantown City Code.

Section 5. Effective Date. This Ordinance shall be effective after (a) its passage; (b) approval by the Mayor; (c) publication once in the legal newspaper of the City of Hermantown; and (d) the next municipal election on November 8, 2022.

Dated the _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

Adopted: _____

Published: _____

Effective Date: _____

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: February 16, 2022
SUBJECT: Utility Re-location Hwy 194



Meeting Date: 02/22/2022

Agenda Item: 12-A

Resolution: 2022-26

REQUESTED ACTION

Approve shared sanitary sewer relocation costs between the city of Hermantown and MN/DOT associated with construction along and adjacent to Hwy 53 and Hwy 194 under state project number 6916-113 (t.h. 53)

BACKGROUND

The City has utilities in the state Right of Way along Hwy 194. In 2022, the State will be making improvements to the intersection at Hwy 53 and 194, and the City's utilities will need to be relocated as part of this project.

SOURCE OF FUNDS (if applicable)

Water & Sewer Funds

ATTACHMENTS

Relocation Agreement

Resolution No. 2022-26

RESOLUTION TO APPROVE SHARED SANITARY SEWER RELOCATION COSTS BETWEEN THE CITY OF HERMANTOWN AND MN/DOT ASSOCIATED WITH CONSTRUCTION ALONG AND ADJACENT TO HWY 53 AND HWY 194 UNDER STATE PROJECT NUMBER 6916-113 (T.H. 53)

IT IS RESOLVED, that the City of Hermantown enters into Mn/DOT Agreement Number 1049187 with the State of Minnesota, Department of Transportation, for the following purpose:

To describe the payment by the City of Hermantown to the Minnesota Department of Transportation for its share of costs of the Sanitary Sewer relocation and other associated construction to be performed on, along, and adjacent to Trunk Highway Number 53 from 1100' South of TH 194 to 937' North of TH 194 in ST. Louis County in the corporate City limits under State Project Number 6916-113 (T.H. 53).

IT IS FURTHER RESOLVED that the Mayor and the City Council are authorized to execute the Agreement and any amendments to it.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted on February 22, 2022.

Prepared by the
Utility Agreements and Permits Unit
(Receivable)
(\$40,418.40)

S.P. 6916-113 (T.H. 53)
Location: from 1100' South of TH 194 to 937'
North of TH 194
Utility Owner: City of Hermantown
MnDOT Agreement Number 1049187

AGENCY RELOCATION AGREEMENT

This Agreement Number 1049187 (Agreement) is between the State of Minnesota (State), acting through its Commissioner of Transportation and City of Hermantown, including its agents, contractors, and subcontractors (Utility Owner). This Agreement outlines the separate responsibilities of the State and the Utility Owner as part of a construction project.

RECITALS

The State plans to let a contract to construct State Project Number 6916-113 (Project) on Trunk Highway Number 53. The Project is located from 1100' South of TH 194 to 937' North of TH 194.

The Utility Owner owns and operates Sanitary Sewer and Water Mains, their fixtures, and related equipment (Facilities) that are located on property where the State will construct the Project.

The Project will require the relocation and adjustment of the Utility Owner's Facilities. If the Utility Owner relocated the Facilities or let a separate contract to relocate them, that relocation work would interfere with the Project. The Utility Owner has requested that the State perform the relocation work as part of the Project. Including the Utility Owner's relocation work in the State's Construction contract may eliminate duplication of services, facilitate activity coordination, simplify supervision, and expedite Project construction.

Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner appoints the State as its agent to design and construct the relocation work as part of the Project and the State may relocate the Facilities as part of the Project on the trunk highway system.

State law requires a written agreement between the State and the Utility Owner that describes their separate responsibilities.

AGREEMENT

I. Term/Termination

- A. *Effective Date:* This Agreement is effective on the date the State obtains all signatures required by Minnesota Statutes, section 16C.05, subdivision 2.
- B. *Commencement of Work:* Upon notice of Agreement approval, the Utility Owner must promptly provide the State (and the State's Contractor (Contractor)) with any information necessary to commence and successfully prosecute the utility work according to the terms of the Notice and Order and a work schedule the State's Project Engineer (Project Engineer) approves.
- C. *Expiration Date:* This Agreement will expire on the date that all obligations, excluding the Utility Owner's ongoing maintenance obligations, have been satisfactorily fulfilled.
- D. *Termination by the State:* The State may terminate this Agreement at any time, with or without cause, on 30 calendar days' written notice to the Utility Owner. Upon termination, the State will be entitled to payment, on a pro rata basis, for satisfactorily performed services. The termination of this Agreement does not relieve the Utility Owner of its obligations under the Notice and Order.
- E. *Survival of Terms:* The following articles survive this Agreement's expiration or termination: (III) Utility Owner's Ongoing Maintenance Requirements; (V) Indemnification; and (VII) Governing Terms.

II. Description of Work Procedures

- A. *Plans:* The Utility Owner will provide relocation plans. These plans, which are attached to this Agreement as Exhibit A, indicate the present and proposed locations of the Facilities.
 - 1. If any changes to the plans or character of the work become necessary, the State and the Utility Owner must agree to the changes before the State makes (or directs the Contractor to make) them. If these changes require an amendment or supplement to this Agreement, the parties will negotiate such amendment or supplement in good faith, and the State is not obligated to commence such changes until such amendment or supplement is fully executed. The State will enter into such supplemental agreements with its Contractor as the State deems necessary to implement such changes.
 - 2. The Utility Owner authorizes the Project Engineer to make any minor field changes and adjustments to the plans, specifications, and special provisions as the State deems necessary for efficient Project construction. The Utility Owner authorizes

the State, on its behalf, to enter into supplemental agreements with the Contractor as necessary to implement these changes.

B. *State's Responsibilities*

1. The State will:
 - a. Advertise the Project for bids; and
 - b. Award a construction contract for the Project. This Project will include the relocation work.
2. The Project Engineer will supervise and direct the Project, including the relocation work, but the Utility Owner may inspect the work periodically. If the Utility Owner finds that any completed relocation work is defective, it must inform the Project Engineer of these defects in writing; however, any recommendations the Utility Owner makes are not binding to the State. The State has the exclusive right to determine whether the Contractor has performed the work according to the plans, specifications, and special provisions.
3. The Project Engineer and the Utility Owner will perform a final inspection of the work. Once the State has accepted the relocation work, the Project Engineer will inform the Utility Owner in writing, and the Utility Owner will assume ownership of the Facilities.

C. *Deletion of Work:* If the Utility Owner decides to delete the relocation work from the Project, the Utility Owner will:

1. Pay the State the design engineering cost in Article IV.B.3;
2. Be subject to the Notice and Order and remove and/or relocate the Facilities; and
3. Defend (at its own expense and to the extent Minnesota's Attorney General permits) indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action that deleting the relocation work causes. This obligation to indemnify extends to any attorney's fees.

D. *Risk:* Risk of loss of partial or complete relocation work will be on the Contractor or the Utility Owner as the current *Standard Specifications for Construction* set forth.

III. Utility Owner's Ongoing Maintenance Requirements

- A. No more than 90 calendar days after receiving as-built plans for the relocation from the State, the Utility Owner must submit one copy of the State's Application for Utility

Accommodation on Trunk Highway Right of Way, Form 2525 (Permit), including two copies of "as-built" sketches, for all Facilities within the State's trunk highway right of way to the Utilities Engineer.

- B. Once construction is complete, the Utility Owner must maintain the Facilities at its own expense. The Utility Owner must follow the terms of the Permit when it performs any maintenance work.
- C. The Utility Owner may open and disturb the trunk highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of the emergency, the Utility Owner must immediately notify the State Patrol. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the State Patrol. In this event, the Utility Owner must request a permit from the proper authority no later than the working day after it begins working in the right of way.

IV. Payment

- A. The State will determine the cost of the relocation on a contract-unit-price basis. The Utility Owner authorizes the State to pay the Contractor directly for the relocation work. As Exhibit B shows, the estimated cost of the Utility Owner's relocation work is \$40,418.40.
- B. The Utility Owner agrees to pay the State the total cost it incurs to relocate the Facilities. The total cost will include:
 - 1. The construction cost, which consists of all of the Contractor's bid item costs to satisfactorily relocate the Facilities according to the plans, specifications, and special provisions;
 - 2. The construction engineering cost, which is equal to 8 percent of the construction cost; and
 - 3. The design engineering cost, which is equal to 6.5 percent of the construction cost.
- C. After acceptance of the bids, the State will notify the Utility Owner of the total cost by providing a written cost schedule.
 - 1. The Utility Owner must accept or reject the total cost no more than 10 calendar days after receiving the cost schedule. If the Utility Owner does not provide this notification after 10 days, the State will consider the lack of response to be the Utility Owner's acceptance of the total cost and the State will proceed with the work.

2. If the Utility Owner chooses to delete its work from the State's contract, it must still pay the State the design engineering cost specified in Article IV.A. The Utility Owner will be obligated to remove or relocate its Facilities according to the terms of the Notice and Order.
- D. The State will issue the Utility Owner an invoice for the amount specified in the cost schedule. Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner will promptly reimburse the State for the relocation costs.
- E. After the Contractor has completed the work required under its contract and the State has accepted the work, the State will prepare a final computation of the amount due from the Utility Owner.
1. If the final total amount is greater than the amount the State has already received from the Utility Owner, the Utility Owner must promptly pay the difference, without interest, to the State.
 2. If the final total amount is less than the amount the State has already received from the Utility Owner, the State must pay the difference without interest, to the Utility Owner.
- F. The final total cost constitutes payment in full for all relocation work according to this Agreement. This amount also constitutes payment in full for any and all damages, claims, or causes of action of any kind or nature that the Utility Owner may have relating to the relocation of the Facilities.

V. Indemnification

- A. The Utility Owner will defend (at its own expense and to the extent Minnesota's Attorney General allows), indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action arising from the Utility Owner's acts and omissions and from the State's (and its Contractor's) use of plans, designs, shop drawings, specifications, and special provisions prepared, reviewed, or approved by the Utility Owner. This indemnity obligation extends to any attorney's fees the State incurs in seeking to enforce this obligation, and in defending against any claims covered by this indemnity clause.
- B. The Utility Owner does not waive any defense or immunity of third parties. The Utility Owner, in defending any action on behalf of the State, will be entitled to assert every defense or immunity that the State could assert on its own behalf.

VI. Nondiscrimination

Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this Agreement.

VII. Governing Terms

- A. *Data Practices:* All parties must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13) as it applies to any data that a party to this Agreement receives, collects, stores, or disseminates under it. The Act provides civil liability for failure to comply with its requirements.
- B. *Applicable Law:* Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement or its breach must be in Ramsey County, Minnesota.
- C. *Waiver:* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce the provision or any subsequent breach of that provision.
- D. *Merger:* This Agreement contains all negotiations and agreements between the State and the Utility Owner with respect to the subject matter it contains. No prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- E. *Assignment:* The Utility Owner may neither assign nor transfer any rights or obligations under this Agreement without the State's consent and a fully executed assignment agreement. To be valid, the assignment agreement must be signed and approved by the same parties who signed and approved this Agreement, or their successors in office.
- F. *Amendments:* Any amendment to this Agreement must be in writing. An amendment will not be effective until the same parties who signed and approved this Agreement, or their successors in office, sign and approve the amendment.
- G. *Incorporation of Exhibits:* All exhibits attached to this Agreement are incorporated into this Agreement.

The remainder of this page was left blank intentionally.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed to be bound hereby.

CITY OF HERMANTOWN

By: _____

By: _____
Mayor

Its: _____

Date: _____

Date: _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

Department of Transportation

Recommended for Approval:

Approved:

By: _____
District Engineer

By: _____
Director, Office of Land Management

Date: _____

Date: _____

Department of Administration

By: _____

Date: _____

STATEMENT OF ESTIMATED QUANTITIES

CHART	SHEET NO.	ITEM NO.	ITEM DESCRIPTION	NOTE NO.	UNIT	S.P. 6916-113 TOTAL EST. QUANTITY (A)
		2011.601	CONSTRUCTION SURVEYING		LUMP SUM	
		2011.601	AS BUILT		LUMP SUM	
		2016.609	QUALITY MANAGEMENT - E-TICKETING		TON	5924
		2021.501	MOBILIZATION		LUMP SUM	0.38
		2031.502	FIELD OFFICE		EACH	0.38
		2051.501	MAINT & RESTORATION OF HAUL ROADS		LUMP SUM	
B	9	2101.502	CLEARING		EACH	8
B	9	2101.502	GRUBBING		EACH	8
B	9	2101.505	CLEARING		ACRE	0.5
B	9	2101.505	GRUBBING		ACRE	0.5
J	83	2104.502	REMOVE PIPE APRON		EACH	9
J	83	2104.502	REMOVE MANHOLE		EACH	1
LT	140	2104.502	REMOVE LIGHTING UNIT		EACH	2
ST	120	2104.502	REMOVE SIGN		EACH	32
P	9	2104.502	SALVAGE CASTING	(B)	EACH	4
ST	120	2104.502	SALVAGE SIGN		EACH	3
D	9	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	20
D,TC	9,104	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)		LIN FT	5554
J	83	2104.503	REMOVE PIPE CULVERTS		LIN FT	336
P	9	2104.503	REMOVE MANHOLES OR CATCH BASINS	(B)	LIN FT	16
C	9	2104.503	REMOVE CURB & GUTTER		LIN FT	35
C	9	2104.503	REMOVE BARBED WIRE FENCE		LIN FT	490
LT	140	2104.503	REMOVE CABLES		LIN FT	77
C	9	2104.504	REMOVE PAVEMENT	(P)	SQ YD	4742
C,TC	9,104	2104.504	REMOVE BITUMINOUS PAVEMENT	(P)	SQ YD	4886
C	9	2104.504	REMOVE BITUMINOUS SHOULDER PAVEMENT	(P)	SQ YD	4267
C	9	2104.518	REMOVE BITUMINOUS DRIVEWAY PAVEMENT		SQ FT	1856
A	8	2106.507	EXCAVATION - COMMON	(P)	CU YD	14095
A,K	8,83	2106.507	SELECT GRANULAR EMBANKMENT MOD 7% (CV)	(P)	CU YD	14952
A	8	2106.507	COMMON EMBANKMENT (CV)	(P)	CU YD	5398
K	83	2106.601	DEWATERING		LUMP SUM	1
A	8	2106.607	EXCAVATION SPECIAL		CU YD	7005
A	8	2106.607	HAUL & DISPOSE OF CONTAMINATED MATERIAL		CU YD	7005
G,K	9,83	2108.504	GEOTEXTILE FABRIC TYPE 7		SQ YD	20864
E	9	2118.507	AGGREGATE SURFACING (CV) CLASS 6	(P)	CU YD	257
E,F	9	2211.507	AGGREGATE BASE (CV) CLASS 6	(P)	CU YD	3473
F	9	2301.504	CONCRETE PAVEMENT 7.0"		SQ YD	187
E	9	2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK		GALLON	277
E,TC	9,104	2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,C)		TON	5924
K	83	2451.507	FINE AGGREGATE BEDDING (CV)	(P)	CU YD	108
L	84	2501.502	24" RC PIPE APRON		EACH	1
K	83	2501.502	36" RC PIPE APRON		EACH	2
K	83	2501.502	18" CAS SAFETY APRON		EACH	10
K	83	2501.502	24" CAS SAFETY APRON		EACH	4
L	84	2501.502	15" RC SAFETY APRON		EACH	1
K	83	2501.503	18" CAS PIPE CULVERT		LIN FT	298
K	83	2501.503	24" CAS PIPE CULVERT		LIN FT	152
K	83	2501.503	36" RC PIPE CULVERT CLASS III		LIN FT	112
K,L	83,84	2501.602	PIPE TIES - FLAT BAR		EACH	22
N	84	2502.502	4" PRECAST CONCRETE HEADWALL		EACH	4
N	84	2502.503	4" TP PIPE DRAIN		LIN FT	159
N	84	2502.503	4" PERF TP PIPE DRAIN		LIN FT	2911
L	84	2503.503	15" RC PIPE SEWER CLASS V		LIN FT	349
L	84	2503.503	18" RC PIPE SEWER CLASS V		LIN FT	667

NOTES:

- (A) = 90% HSIP FEDERAL/10% STATE FUNDS (CAPPED)
REMAINDER: 80% NHPP FEDERAL/20% STATE FUNDS
UNLESS OTHERWISE NOTED
- (B) = 100% CITY OF HERMANTOWN FUNDS
SEE UTILITY AGREEMENT NO. 1049187
- (C) = 100% WESTERN LAKE SANITARY SEWER DISTRICT FUNDS
SEE UTILITY AGREEMENT NO. 1049668
- (P) = PLAN QUANTITY

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DRAWN BY: CTN	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.	CERTIFIED BY: 	2/9/2022
DESIGNED BY: ARB		LICENSED PROFESSIONAL ENGINEER	DATE
CHECKED BY: GEB		NAME: GINA E. BEERS	LIC. NO. 56150



STATEMENT OF ESTIMATED QUANTITIES	
STATE PROJ. NO. 6916-113 (T.H. 53)	SHEET NO. 3 OF 145 SHEETS

STATEMENT OF ESTIMATED QUANTITIES						
CHART	SHEET NO.	ITEM NO.	ITEM DESCRIPTION	NOTE NO.	UNIT	S.P. 6916-113 TOTAL EST. QUANTITY (A)
L	84	2503.503	24" RC PIPE SEWER CLASS III		LIN FT	4
L	84	2503.503	24" RC PIPE SEWER CLASS V		LIN FT	749
L	84	2503.602	CONNECT TO EXISTING STORM SEWER		EACH	2
P	9	2504.602	ADJUST VALVE BOX	(B)	EACH	2
L	84	2506.502	CASTING ASSEMBLY		EACH	20
P	9	2506.502	INSTALL CASTING	(B)	EACH	4
P	9	2506.502	ADJUST FRAME & RING CASTING	(C)	EACH	1
L	84	2506.503	CONST DRAINAGE STRUCTURE DESIGN G		LIN FT	55.7
L	84	2506.503	CONST DRAINAGE STRUCTURE DESIGN H		LIN FT	26
L	84	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020		LIN FT	6.5
L	84	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020		LIN FT	7.5
P	9	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	(B)	LIN FT	24.6
P	9	2506.602	CONCRETE COLLAR	(B)(C)	EACH	4
K	83	2511.504	GEOTEXTILE FILTER TYPE 3		SQ YD	115
K	83	2511.507	RANDOM RIPRAP CLASS II		CU YD	27
F	9	2521.518	4" CONCRETE WALK		SQ FT	8530
F	9	2521.518	6" CONCRETE WALK		SQ FT	979
F	9	2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)		EACH	45
F	9	2531.503	CONCRETE CURB & GUTTER DESIGN R424		LIN FT	255
F	9	2531.503	CONCRETE CURB & GUTTER DESIGN S524		LIN FT	2837
F	9	2531.503	CONCRETE CURB DESIGN DR4-7		LIN FT	58
F	9	2531.618	TRUNCATED DOMES		SQ FT	77
TC	104	2533.503	PORTABLE PRECAST CONC BARRIER DES 8337		LIN FT	2835
TC	104	2533.503	RELOCATE PORT PRECAST CONC BAR DES 8337		LIN FT	2700
P	9	2540.602	MAIL BOX SUPPORT		EACH	3
LT	140	2545.502	LIGHTING UNIT TYPE 9-40		EACH	6
LT	140	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED		EACH	6
LT	140	2545.502	SERVICE CABINET -TYPE L1		EACH	1
LT	140	2545.502	EQUIPMENT PAD B		EACH	1
LT	140	2545.502	HANDHOLE		EACH	8
LT	140	2545.503	2" RIGID STEEL CONDUIT		LIN FT	45
LT	140	2545.503	UNDERGROUND WIRE 4/C 4 AWG		LIN FT	2231
LT	140	2545.503	0.75" NON-METALLIC CONDUIT		LIN FT	100
LT	140	2545.503	3" NON-METALLIC CONDUIT		LIN FT	1925
LT	140	2545.601	TEMPORARY LIGHTING SYSTEM A		LUMP SUM	1
K,L	83,84	2554.602	GUIDE POST TYPE SPECIAL		EACH	17
TC	104	2563.601	TRAFFIC CONTROL		LUMP SUM	0.38
TC	104	2563.602	RAISED PAVEMENT MARKER TEMPORARY		EACH	789
TC	104	2563.602	PORTABLE BARRIER DELINEATOR		EACH	114
TC	104	2563.615	TEMPORARY IMPACT ATTENUATOR		ASSEMBLY	2
TC	104	2563.615	RELOCATE TEMPORARY IMPACT ATTENUATOR		ASSEMBLY	4
ST	120	2564.602	INSTALL SIGN		EACH	3
ST	120	2564.602	DELINEATOR / MARKER		EACH	2
ST	120	2564.602	DELINEATOR / MARKER PANEL		EACH	7
ST	120	2564.618	SIGN		SQ FT	650
H	10	2573.501	STABILIZED CONSTRUCTION EXIT		LUMP SUM	
H	10	2573.502	STORM DRAIN INLET PROTECTION		EACH	20
H	10	2573.502	CULVERT END CONTROLS		EACH	8
H	10	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP		LIN FT	2482
H	10	2573.503	SILT FENCE, TYPE MS		LIN FT	3207
H	10	2574.505	SOIL BED PREPARATION	(P)	ACRE	3.6
H	10	2574.508	FERTILIZER TYPE 3		POUND	460
H	10	2574.508	FERTILIZER TYPE 4		POUND	30
H	10	2575.504	SODDING TYPE LAWN		SQ YD	440
H	10	2575.504	TEMPORARY POLY COVERING		SQ YD	500
H	10	2575.504	RAPID STABILIZATION METHOD 4		SQ YD	1071
H,K	10,83	2575.504	ROLLED EROSION PREVENTION CATEGORY 25		SQ YD	2374
H	10	2575.505	SEEDING	(P)	ACRE	3.5

NOTES:

(A) = 90% HSIP FEDERAL/10% STATE FUNDS (CAPPED)
REMAINDER: 80% NHPP FEDERAL/20% STATE FUNDS
UNLESS OTHERWISE NOTED

(B) = 100% CITY OF HERMANTOWN FUNDS
SEE UTILITY AGREEMENT NO. 1049187

(C) = 100% WESTERN LAKE SANITARY SEWER DISTRICT FUNDS
SEE UTILITY AGREEMENT NO. 1049668

(P) = PLAN QUANTITY

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DRAWN BY: CTN
DESIGNED BY: ARB
CHECKED BY: GEB
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
CERTIFIED BY: *ARB*
LICENSED PROFESSIONAL ENGINEER
DATE: 2/9/2022
NAME: GINA E. BEERS
LIC. NO.: 56150



STATEMENT OF ESTIMATED QUANTITIES
STATE PROJ. NO. 6916-113 (T.H. 53)
SHEET NO. 4 OF 145 SHEETS

REMOVALS								C				
ROADWAY	ALIGNMENT	STATION	TO STATION	LOCATION	REMOVE				PAVEMENT			
					CURB & GUTTER	BARBED WIRE FENCE	BITUMINOUS PAVEMENT	BITUMINOUS SHOULDER PAVEMENT		BITUMINOUS DRIVEWAY PAVEMENT		
					LIN FT	LIN FT	SQ YD	SQ YD		SQ FT	SQ YD	
S.P. 6916-113												
INP TH 194	INP_TH194	3420+41.30	R7 - 3425+66.20	R7 LT/RT			240	955	1856	1166		
INP TH 194	INP_TH194	3425+66.20	R7 - 3432+95.39	R7 LT/RT			362	1345		2377		
INP TH 194	INP_TH194	3427+06.34	R7 - 3431+70.60	R7 RT		490						
INP TH 194	INP_TH194	3432+95.39	R7 - 3435+23.19	R7 LT/RT			201	466		1199		
TH 53 NB	NB53_CONST	103+75.80	- 110+25.00	LT/RT			601	650				
TH 53 NB	NB53_CONST	110+25.00	- 117+75.00	LT/RT			2192	152				
TH 53 NB	NB53_CONST	117+75.00	- 123+79.00	LT/RT			420	699				
LINDAHL RD	LINDAHL_RD	50+23.30	- 50+90.72	LT/RT			35	497				
CHART TOTAL							35	490	4513	4267	1856	4742

AGGREGATE AND BITUMINOUS PAVEMENT								E
ROADWAY	ALIGNMENT	STATION TO STATION	LOCATION	NOTES	AGGREGATE SURFACING (CV) CLASS 6	AGGREGATE BASE (CV) CLASS 6	TYPE SP 12.5 WEARING COURSE MIX (4,C) (SPWEB440C)	BITUMINOUS MATERIAL FOR SHOULDER TACK
					CU YD	CU YD	TON	GALLON
S.P. 6916-113								
TH 194	TH194_CONST2	10+00.00 - 15+25.00	LT/RT		49	546	1045	53
TH 194	TH194_CONST2	15+25.00 - 22+50.00	LT/RT		128	894	1608	138
TH 194	TH194_CONST2	22+50.00 - 25+04.62	LT/RT		31	276	514	34
TH 53 NB	NB53_CONST	103+71.20 - 110+25.00	LT/RT		14	446	901	15
TH 53 NB	NB53_CONST	110+25.00 - 117+75.00	LT/RT		3	401	826	3
TH 53 NB	NB53_CONST	117+75.00 - 123+83.78	LT/RT		27	417	815	29
LINDAHL RD	LINDAHL_RD	50+24.00 - 50+90.72	LT/RT		5	46	86	5
CHART TOTAL					257	3026	5795	277

CLEARING AND GRUBBING								B	
ROADWAY	ALIGNMENT	STATION	TO STATION	LOCATION	CLEARING		GRUBBING		
					EACH	ACRE	EACH	ACRE	
S.P. 6916-113									
INP TH 194	INP_TH194	3422+50.55	R7 - 3425+69.35	R7 RT		0.2		0.2	
INP TH 194	INP_TH194	3427+59.79	R7	RT	1		1		
INP TH 194	INP_TH194	3427+90.79	R7 - 3429+32.50	R7 RT		0.1		0.1	
INP TH 194	INP_TH194	3430+85.08	R7	RT	1		1		
INP TH 194	INP_TH194	3431+08.05	R7	RT	1		1		
INP TH 194	INP_TH194	3431+94.10	R7	RT	1		1		
INP TH 194	INP_TH194	3431+92.12	R7 - 3433+51.51	R7 RT		0.1		0.1	
INP TH 194	INP_TH194	3432+18.37	R7	RT	1		1		
INP TH 194	INP_TH194	3433+35.44	R7	RT	1		1		
INP TH 194	INP_TH194	3433+48.14	R7	RT	1		1		
INP TH 194	INP_TH194	3433+54.61	R7	RT	1		1		
TH 53 NB	NB53_CONST	104+12.11	- 106+12.33	RT		0.1		0.1	
CHART TOTAL						8	0.5	8	0.5

CONCRETE CURB & GUTTER AND WALK															F
ROADWAY	ALIGNMENT	STATION TO STATION	LOCATION	NOTES	TRUNCATED DOMES	DRILL & GROUT REINFORCING BAR (EPOXY COATED)	AGGREGATE BASE (CV) CLASS 6	CONCRETE PAVEMENT 7.0"	CONCRETE WALK		CONCRETE CURB DESIGN DR4-7	CONCRETE C&G DESIGN			
					SQ FT	EACH	CU YD	SQ YD	4"	6"	LIN FT	R424	S524		
									SQ FT	EACH	CU YD	SQ YD	SQ FT	SQ FT	LIN FT
S.P. 6916-113															
TH 194	TH194_CONST2	24+32.49 - 25+04.62	LT/RT		22	12	76	100	742	287		109	107		
TH 53 NB	TH53_CONST	105+83.36 - 110+25.00	LT/RT				93		1627	21			884		
TH 53 NB	TH53_CONST	110+25.00 - 117+25.00	LT/RT		22	6	176		5090	264			1417		
TH 53 NB	TH53_CONST	117+00.00 - 119+70.00	LT/RT				60		646	21			390		
LINDAHL RD	LINDAHL_RD	50+24.00 - 50+90.72	LT/RT		33	27	42	87	425	386	58	146	39		
CHART TOTAL					77	45	447	187	8530	979	58	255	2837		

SAWING								D
ROADWAY	ALIGNMENT	STATION	TO STATION	LOCATION	NOTES	SAWING ① CONCRETE PAVEMENT (FULL DEPTH)	SAWING BIT PAVEMENT (FULL DEPTH)	
						LIN FT	LIN FT	
								②
S.P. 6916-113								
INP TH 194	INP_TH194	3420+41.30	R7 - 3425+66.20	R7 LT/RT		20	59	
TH 53 NB	NB53_CONST	103+75.80	- 110+25.00	LT/RT			1426	
TH 53 NB	NB53_CONST	110+25.00	- 117+75.00	LT/RT			1957	
TH 53 NB	NB53_CONST	177+75.00	- 123+79.00	LT/RT			1337	
LINDAHL RD	LINDAHL_RD	50+23.30	- 50+90.72	LT/RT			135	
CHART TOTAL						20	4914	

GEOTEXTILE FABRIC								G
ROADWAY	ALIGNMENT	STATION TO STATION	LOCATION	NOTES	GEOTEXTILE FABRIC TYPE 7			
					②			
					SQ YD			
S.P. 6916-113								
TH 194	TH194_CONST2	10+00.00 - 15+25.00	LT/RT		3276			
TH 194	TH194_CONST2	15+25.00 - 22+50.00	LT/RT		5364			
TH 194	TH194_CONST2	22+50.00 - 25+04.62	LT/RT		1882			
TH 53 NB	NB53_CONST	103+71.20 - 110+25.00	LT/RT		3210			
TH 53 NB	NB53_CONST	110+25.00 - 117+75.00	LT/RT		2900			
TH 53 NB	NB53_CONST	117+75.00 - 123+83.75	LT/RT		3071			
LINDAHL RD	LINDAHL_RD	50+24.00 - 50+90.72	LT/RT		425			
CHART TOTAL					20128			

MISCELLANEOUS										P
ALIGNMENT	STATION	LOCATION	MAIL BOX SUPPORT	ADJUST VALVE BOX ⑥ (B)	ADJUST FRAME & RING CASTING (C)	SALVAGE CASTING ⑤ (B)	INSTALL CASTING ⑤ (B)	REMOVE MANHOLES OR CATCH BASINS ③ (B)	RECONSTRUCT DRAINAGE STRUCTURE ④ (B)	CONCRETE COLLAR ⑥
			EACH	EACH	EACH	EACH	EACH	LIN FT	LIN FT	EACH
S.P. 6916-113										
TH194_CONST2	11+22.26	LT	1							
TH194_CONST2	11+54.31	33' RT				1	1	4	5.8	
TH194_CONST2	12+10.98	LT	1							
TH194_CONST2	13+46.20	LT	1							
TH194_CONST2	15+54.68	34' RT				1	1	4	8.0	1 (B)
TH194_CONST2	19+56.21	19' RT				1	1	4	5.0	1 (B)
TH194_CONST2	23+08.13	6' RT				1	1	4	5.8	1 (B)
TH194_CONST2	24+46.22	20' RT		2						
LINDAHL_RD	50+51.58	2' RT			1					1 (C)
CHART TOTAL			3	2	1	4	4	16	24.6	4

NOTES
① INCLUDES SAWING OF BITUMINOUS OVERLAY.
② NON-WOVEN.
③ REMOVE CONE. QUANTITIES ARE BASED ON 4' INPLACE CONE.
④ MANHOLES TO BE RAISED TO MEET THE NEW GRADE REQUIREMENTS. INCLUDES ADDING A NEW TYPE B 4' CONE ALONG WITH ADDITIONAL 48" RISER SECTION AS REQUIRED TO MEET THE NEW HEIGHT REQUIREMENTS. CONTRACTOR SHALL VERIFY STRUCTURE SIZES PRIOR TO ORDERING NEW COMPONENTS.
⑤ INCLUDES FRAME & ADJUSTING RINGS.
⑥ SEE DETAIL ON SHEET 29.
⑦ QUANTITIES INCLUDE SAFETY EDGE.

FUNDING NOTES
ALL FUNDING 90% HSIP FEDERAL/10% STATE FUNDS UNLESS OTHERWISE NOTED.
(B) = 100% CITY OF HERMANTOWN
(C) = 100% WESTERN LAKE SANITARY SEWER DISTRICT

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DRAWN BY: CTN
DESIGNED BY: ARB
CHECKED BY: GEB

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
CERTIFIED BY: [Signature] 2/9/2022
LICENSED PROFESSIONAL ENGINEER DATE
NAME: GINA E. BEERS LIC. NO. 56150



PUBLIC UTILITIES									
ALIGN.	STATION TO STATION	OFFSET TO OFFSET	DESCRIPTION	OWNER	ACTION	REMARKS			LEAVE AS IS
						ADJUST	RELOCATE	REMOVE	
POWER									
NB53_CONST	110+20.74	68' LT	PEDESTAL	MN POWER				X	
NB53_CONST	110+31.98 - 110+35.22	68' LT - 33' LT	PBUR	MN POWER				X (5)	
NB53_CONST	110+31.98	68' LT	POP	MN POWER					X
NB53_CONST	110+31.98 - 111+79.80	68' LT - 66' LT	OHP	MN POWER					X
NB53_CONST	110+35.34	33' LT	LIGHT POLE	MN POWER				X (5)	
NB53_CONST	111+54.08	71' LT	LIGHT POLE	MN POWER					X
NB53_CONST	111+79.80	66' LT	POP	MN POWER					X
NB53_CONST	112+44.92	70' LT	LIGHT POLE	MN POWER					X
NB53_CONST	113+85.45	63' LT	PEDESTAL/METER	MN POWER					X
NB53_CONST	118+44.25	57' LT	PEDESTAL/METER	MN POWER					X
NB53_CONST	118+51.79	71' LT	PEDESTAL	MN POWER					X
NB53_CONST	118+52.34	79' LT	PEDESTAL	MN POWER					X
NB53_CONST	118+70.43	53' LT	PEDESTAL	MN POWER					X
WATERMAIN									
SB53_CONST	111+69.50 - 112+56.37	96' LT - 86' RT	WATER	CITY OF HERMANTOWN					X
SB53_CONST	112+54.21	87' RT	WATER VALVE	CITY OF HERMANTOWN	RAISE TO MATCH PR. GRADE	X (2)			
SB53_CONST	112+56.37 - 116+18.01	86' RT - 53' RT	WATER	CITY OF HERMANTOWN					X
SB53_CONST	112+58.36	85' RT	WATER VALVE	CITY OF HERMANTOWN	RAISE TO MATCH PR. GRADE	X (2)			
SB53_CONST	112+97.61 - 113+25.27	69' RT - 136' RT	WATER	CITY OF HERMANTOWN					X
SB53_CONST	113+25.27	136' RT	WATER VALVE	CITY OF HERMANTOWN					X
SB53_CONST	116+17.45	56' RT	HYD	CITY OF HERMANTOWN					X
SB53_CONST	116+18.01 - 125+27.93	53' RT - 44' RT	WATER (1)	CITY OF HERMANTOWN					X
SB53_CONST	117+34.96	70' RT	WATER VALVE	CITY OF HERMANTOWN					X
SB53_CONST	121+43.85	47' RT	WATER VALVE	CITY OF HERMANTOWN					X
SB53_CONST	121+44.19	51' RT	HYDRANT	CITY OF HERMANTOWN					X
SB53_CONST	121+98.96	71' RT	WATER VALVE	CITY OF HERMANTOWN					X
SB53_CONST	123+41.42 - 123+41.60	110' LT - 44' RT	WATER (1)	CITY OF HERMANTOWN					X
NB53_CONST	106+69.64 - 112+41.80	36' LT - 40' LT	WATER	CITY OF HERMANTOWN					X
NB53_CONST	106+69.64	36' LT	WATER VALVE	CITY OF HERMANTOWN					X
NB53_CONST	106+71.95	41' LT	HYD	CITY OF HERMANTOWN					X
NB53_CONST	109+60.94 - 109+69.49	58' LT - 36' LT	WATER	CITY OF HERMANTOWN					X
NB53_CONST	111+68.91	39' LT	WATER VALVE	CITY OF HERMANTOWN					X
NB53_CONST	112+40.18	47' LT	WATER VALVE	CITY OF HERMANTOWN					X
NB53_CONST	112+39.68	49' LT	HYD	CITY OF HERMANTOWN					X
NB53_CONST	122+31.80 - 122+80.05	79' LT - 71' LT	WATER	CITY OF HERMANTOWN					X
SANITARY									
INP_TH194	3420+40.24 R7 - 3433+45.61 R7	34' RT - 64' RT	SAN	CITY OF HERMANTOWN					X
INP_TH194	3421+95.59 R7	34' RT	SAN MH	CITY OF HERMANTOWN	RAISE TO MATCH PR. GRADE	X (4)			
INP_TH194	3425+95.94 R7	35' RT	SAN MH	CITY OF HERMANTOWN	RAISE TO MATCH PR. GRADE	X (4)			
INP_TH194	3429+95.32 R7	35' RT	SAN MH	CITY OF HERMANTOWN	RAISE TO MATCH PR. GRADE	X (4)			
INP_TH194	3433+45.61 R7	64' RT	SAN MH	CITY OF HERMANTOWN	RAISE TO MATCH PR. GRADE	X (4)			
SB53_CONST	111+37.46 - 116+69.28	173' RT - 44' RT	SAN	CITY OF HERMANTOWN					X
SB53_CONST	114+20.09	62' RT	SAN MH	CITY OF HERMANTOWN					X
SB53_CONST	116+67.97 - 116+69.28	109' LT - 44' RT	SAN (1)	CITY OF HERMANTOWN					X
SB53_CONST	116+67.97	109' LT	SAN MH	CITY OF HERMANTOWN					X
SB53_CONST	116+69.28	44' RT	SAN MH	CITY OF HERMANTOWN					X
NB53_CONST	103+85.79 - 122+39.55	53' LT - 47' LT	SAN	WESTERN LAKES					X
NB53_CONST	103+85.79	53' LT	SAN MH	WESTERN LAKES					X
NB53_CONST	107+95.51	53' LT	SAN MH	WESTERN LAKES					X
NB53_CONST	110+82.52	52' LT	SAN MH	WESTERN LAKES	RAISE TO MATCH PR. GRADE	X (4)			
NB53_CONST	113+82.63	52' LT	SAN MH	WESTERN LAKES					X
NB53_CONST	116+54.02	52' LT	SAN MH	WESTERN LAKES					X
NB53_CONST	116+67.92	52' LT	SAN MH	WESTERN LAKES					X
NB53_CONST	117+64.71	54' LT	SAN LIFT STATION	WESTERN LAKES					X
NB53_CONST	118+73.71	49' LT	SAN MH	WESTERN LAKES					X

UTILITIES

THE FOLLOWING LIST SHOWS THE UTILITY COMPANIES INVOLVED ON THIS PROJECT

CENTURYLINK	MINNESOTA POWER
CITY OF HERMANTOWN	NORTHEAST SERVICE COOP
CONSOLIDATED COMMUNICATIONS	PAUL BUNYAN COMMUNICATIONS
MINNESOTA ENERGY RESOURCES	SAVAGE COMMUNICATIONS
	WESTERN LAKES SUPERIOR SANITARY DIST.

NOTES

- (1) NOT IDENTIFIED BY FIELD SURVEY. AS-BUILTS USED TO IDENTIFY LOCATION.
- (2) PAID FOR AS ADJUST VALVE BOX. SEE CONSTRUCTION CHART P (MISCELLANEOUS) ON SHEET 9 FOR WORK TO BE DONE BY CONTRACTOR.
- (3) NOT USED
- (4) SEE CONSTRUCTION CHART P (MISCELLANEOUS) ON SHEET 9 FOR PAY ITEMS AND QUANTITIES FOR WORK TO BE DONE BY CONTRACTOR.
- (5) SEE LIGHTING PLANS FOR WORK TO BE DONE BY CONTRACTOR.

GENERAL NOTES

ALL WORK TO BE DONE BY OTHERS UNLESS OTHERWISE NOTED

ALL RELOCATES AND ADJUSTMENTS SUBJECT TO MNDOT RIGHT OF WAY.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

THE REMARKS COLUMN IS BASED UPON THE BEST INFORMATION AVAILABLE AND MAY NOT REFLECT THE ACTUAL EFFECTS ON THE UTILITIES BY CONSTRUCTION. ACTUAL DETERMINATIONS WILL BE MADE IN THE FIELD DURING CONSTRUCTION.

ALL POWER LINES ARE DISTRIBUTION UNLESS NOTED.

IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO UTILIZE THE GOPHER STATE EXCAVATION NOTICE SYSTEM REQUIRED BY MINNESOTA STATUTE 216D FOR ALL UNDERGROUND UTILITY LOCATIONS.

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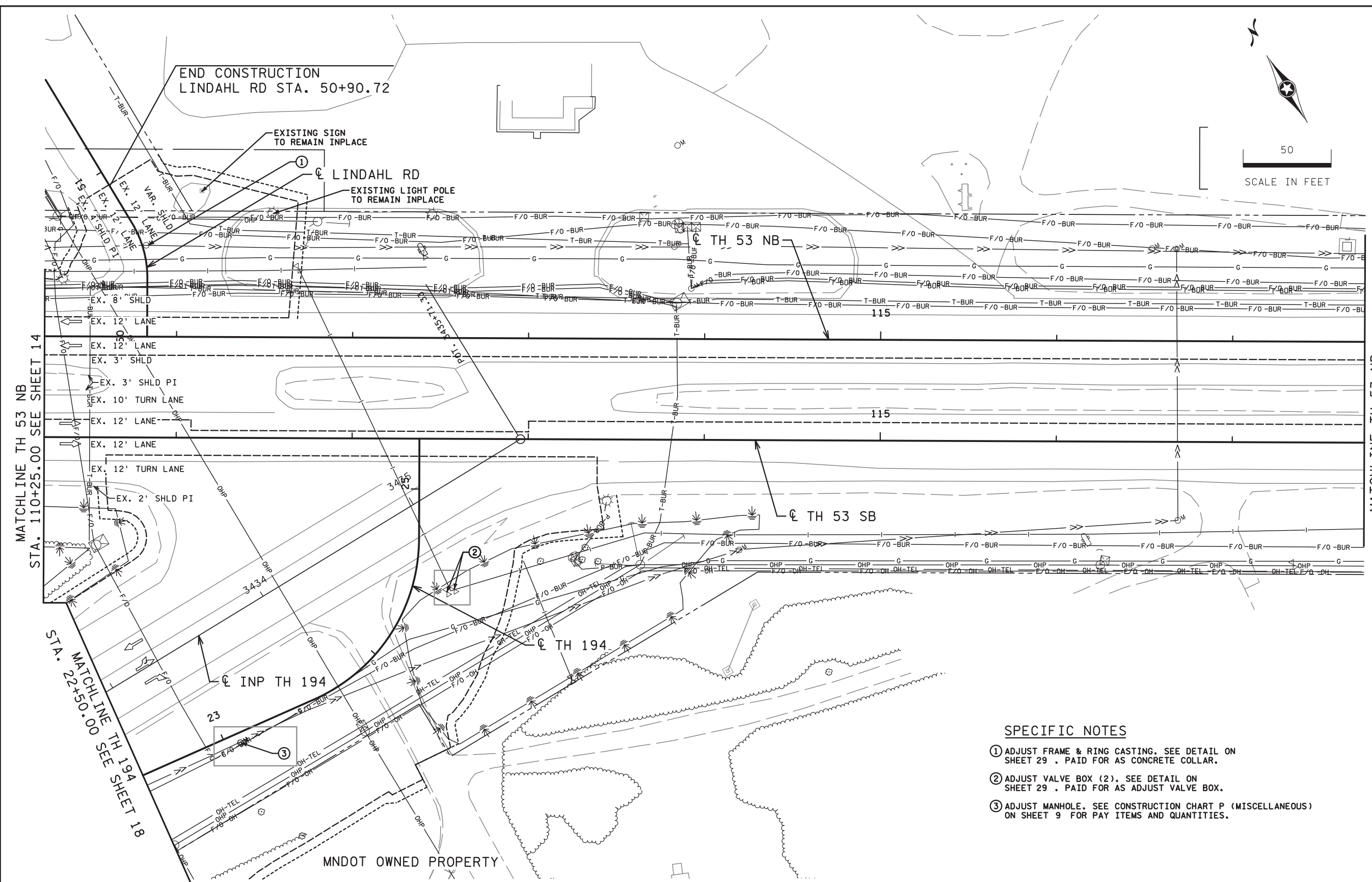
DRAWN BY: CMK	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.	CERTIFIED BY: <i>Tyler Achtenberg</i>	1/19/2022
DESIGNED BY: GEB		LICENSED PROFESSIONAL ENGINEER	DATE
CHECKED BY: TEA	NAME: TYLER ACHTENBERG	LIC. NO. 55146	



INPLACE UTILITY TABULATIONS

STATE PROJ. NO. 6916-113 (T.H. 53)

SHEET NO. 11 OF 145 SHEETS



SPECIFIC NOTES

- ① ADJUST FRAME & RING CASTING. SEE DETAIL ON SHEET 29 . PAID FOR AS CONCRETE COLLAR.
- ② ADJUST VALVE BOX (2). SEE DETAIL ON SHEET 29 . PAID FOR AS ADJUST VALVE BOX.
- ③ ADJUST MANHOLE. SEE CONSTRUCTION CHART P (MISCELLANEOUS) ON SHEET 9 FOR PAY ITEMS AND QUANTITIES.

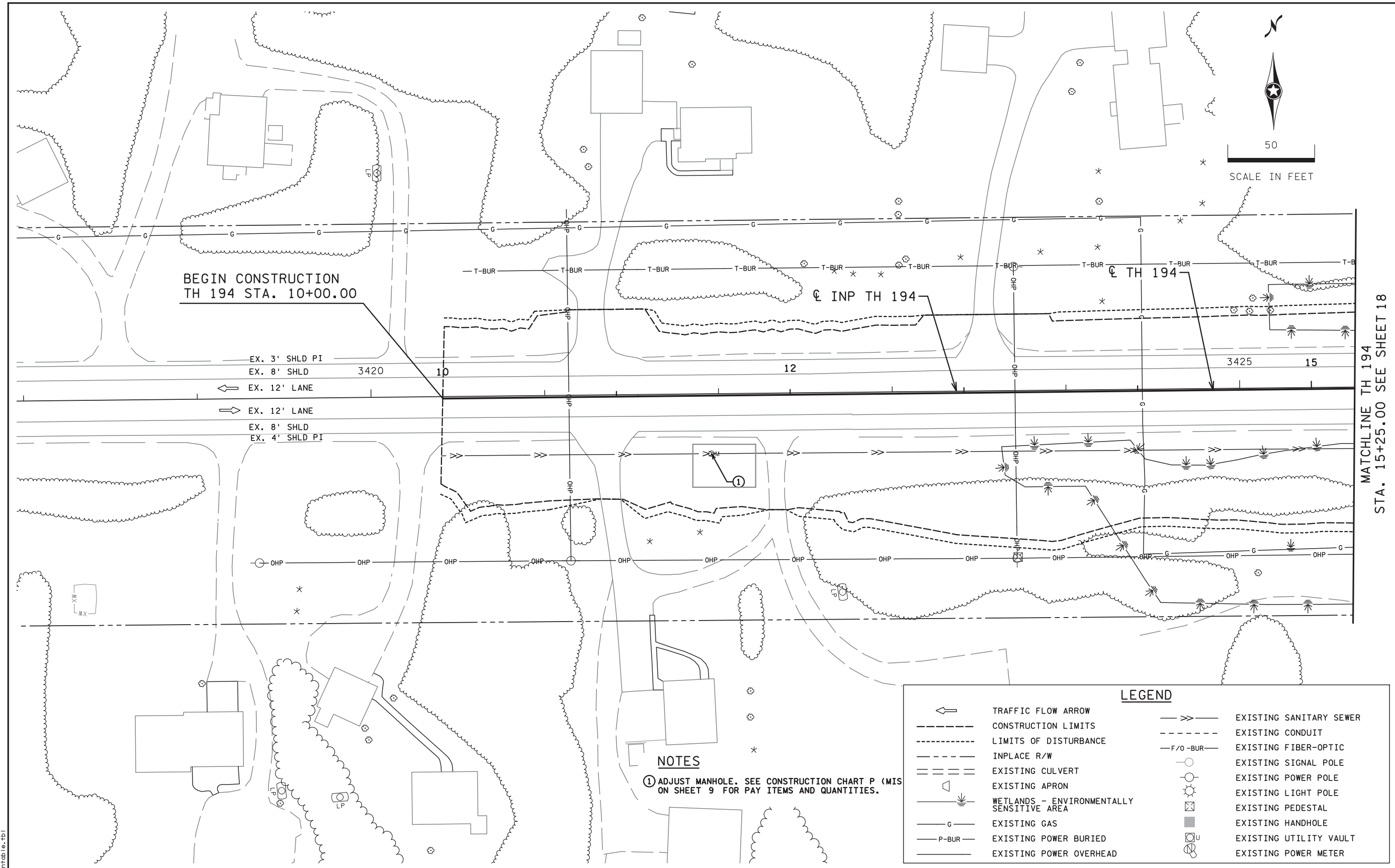
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DRAWN BY: CMK	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.	CERTIFIED BY: <i>Tyler Achtenberg</i>	11/21/2021
DESIGNED BY: GEB		LICENSED PROFESSIONAL ENGINEER	DATE
CHECKED BY: TEA		NAME: TYLER ACHTENBERG	LIC. NO. 55146



INPLACE TOPOGRAPHY & UTILITY PLAN

STATE PROJ. NO. 6916-113 (T.H. 53) SHEET NO. 15 OF 145 SHEETS



BEGIN CONSTRUCTION
TH 194 STA. 10+00.00



MATCHLINE TH 194
STA. 15+25.00 SEE SHEET 18

NOTES
① ADJUST MANHOLE. SEE CONSTRUCTION CHART P (MIS ON SHEET 9 FOR PAY ITEMS AND QUANTITIES.

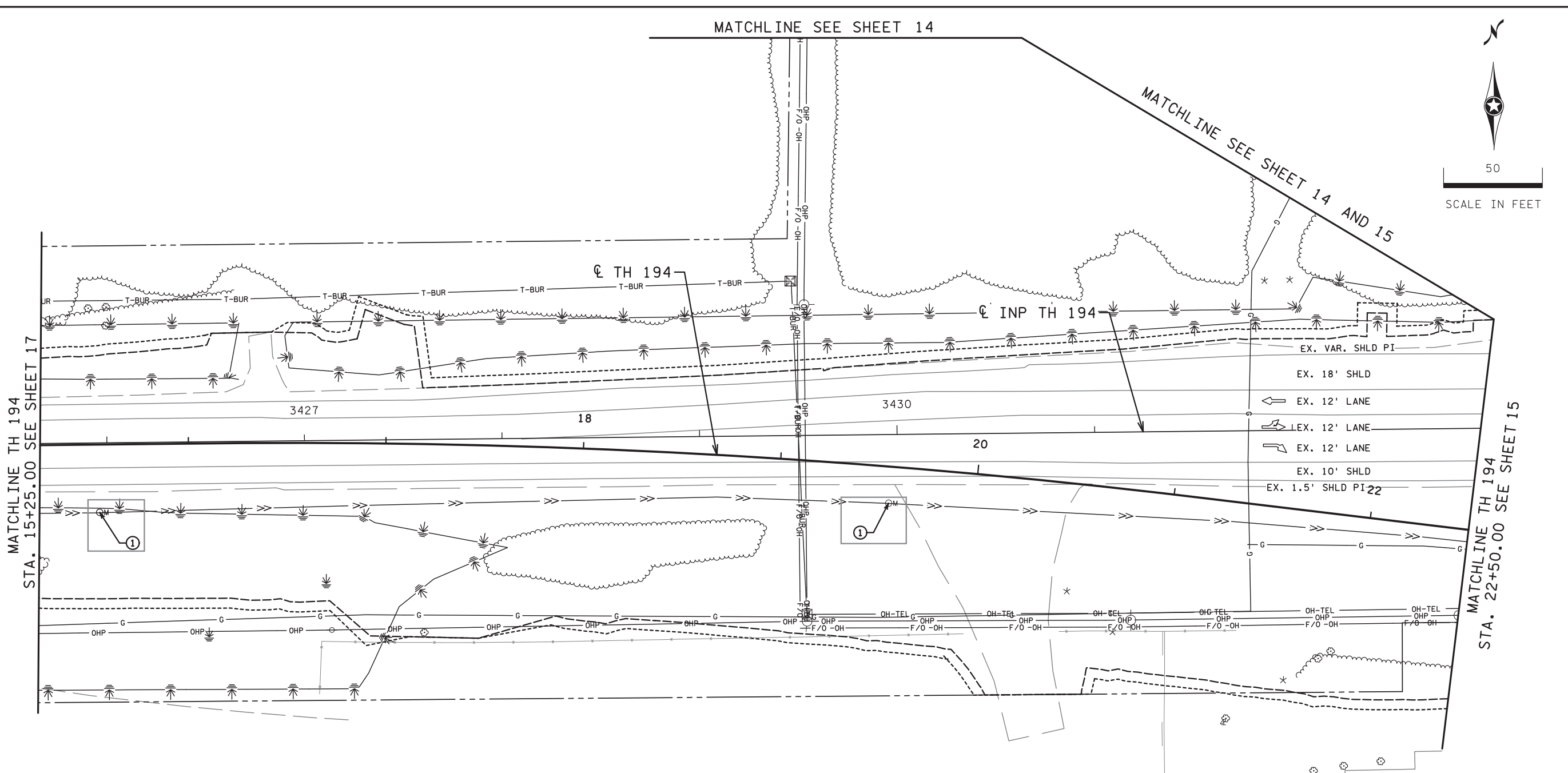
LEGEND	
	TRAFFIC FLOW ARROW
	CONSTRUCTION LIMITS
	LIMITS OF DISTURBANCE
	INPLACE R/W
	EXISTING CULVERT
	EXISTING APRON
	WETLANDS - ENVIRONMENTALLY SENSITIVE AREA
	EXISTING GAS
	EXISTING POWER BURIED
	EXISTING POWER OVERHEAD
	EXISTING SANITARY SEWER
	EXISTING CONDUIT
	EXISTING FIBER-OPTIC
	EXISTING SIGNAL POLE
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING PEDESTAL
	EXISTING HANDHOLE
	EXISTING UTILITY VAULT
	EXISTING POWER METER

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DRAWN BY: CMK
DESIGNED BY: GEB
CHECKED BY: TEA
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
CERTIFIED BY: *Tyler Achtenberg*
LICENSED PROFESSIONAL ENGINEER
NAME: TYLER ACHTENBERG LIC. NO. 55146
DATE 11/21/2021



INPLACE TOPOGRAPHY & UTILITY PLAN
STATE PROJ. NO. 6916-113 (T.H. 53)
SHEET NO. 17 OF 145 SHEETS



MNDOT OWNED PROPERTY

NOTES

- ① ADJUST MANHOLE. SEE CONSTRUCTION CHART P (MISCELLANEOUS) ON SHEET 9 FOR PAY ITEMS AND QUANTITIES.

LEGEND	
	TRAFFIC FLOW ARROW
	CONSTRUCTION LIMITS
	LIMITS OF DISTURBANCE
	INPLACE R/W
	EXISTING CULVERT
	EXISTING APRON
	WETLANDS - ENVIRONMENTALLY SENSITIVE AREA
	EXISTING GAS
	EXISTING POWER BURIED
	EXISTING POWER OVERHEAD
	EXISTING SANITARY SEWER
	EXISTING CONDUIT
	EXISTING FIBER-OPTIC
	EXISTING SIGNAL POLE
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING PEDESTAL
	EXISTING HANDHOLE
	EXISTING UTILITY VAULT
	EXISTING POWER METER

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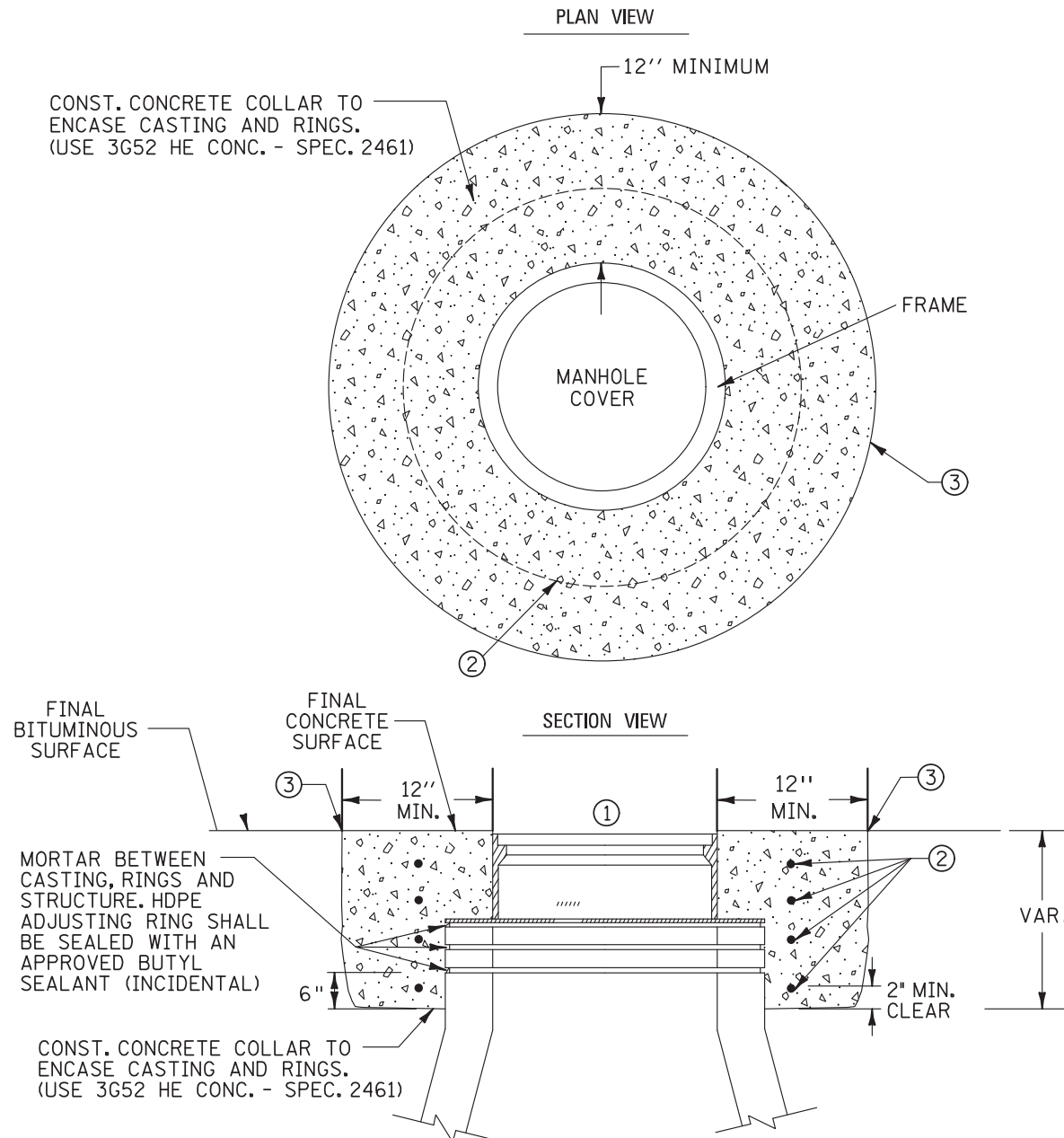
DRAWN BY: CMK	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.	CERTIFIED BY: <i>Tyler Achtenberg</i>	11/21/2021
DESIGNED BY: GEB		LICENSED PROFESSIONAL ENGINEER	DATE
CHECKED BY: TEA		NAME: TYLER ACHTENBERG	LIC. NO. 55146



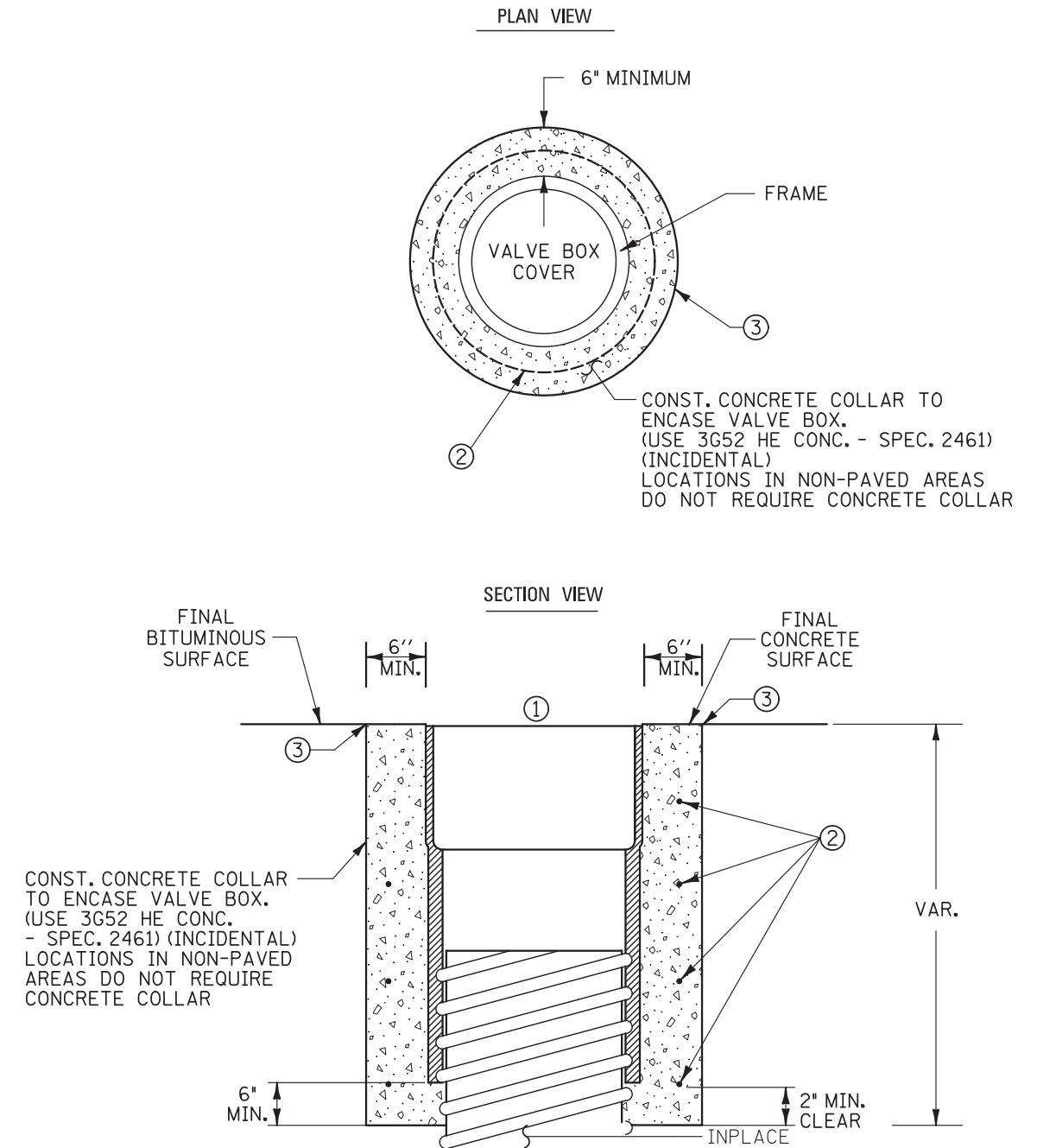
INPLACE TOPOGRAPHY & UTILITY PLAN

STATE PROJ. NO. 6916-113 (T.H. 53) SHEET NO. 18 OF 145 SHEETS

CONCRETE COLLAR DETAIL – MANHOLE ④
PAID FOR AS CONCRETE COLLAR



ADJUST VALVE BOX DETAIL
PAID FOR AS ADJUST VALVE BOX



NOTES:

- ① TOP OF CASTING SHALL BE 1/8" BELOW FINISHED BITUMINOUS SURFACE.
- ② PLACE #4 REINFORCING BARS AT 3" INTERVALS AND TIE IN ACCORDANCE WITH MN/DOT SPEC. 2472. (INCIDENTAL)
- ③ CONCRETE COLLAR SHALL BE CIRCULAR LAYOUT. PAVEMENT AND BASE SHALL BE CUT OUT WITH ROTATING CUTTING SAW. LOCATIONS IN CONCRETE WALK OR CONCRETE SURFACING DO NOT REQUIRE CUT OUT.
- ④ LOCATIONS IN NON-PAVED AREAS, CONSTRUCT CONCRETE COLLAR TO 4" BELOW TOP OF COVER. PLACE 4" OF TOPSOIL, GRADE FLUSH WITH TOP OF COVER AND ESTABLISH TURF. (INCIDENTAL)

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DRAWN BY: CTN
DESIGNED BY: JCN
CHECKED BY: TEA

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

CERTIFIED BY: *Tyler Achtenberg*
LICENSED PROFESSIONAL ENGINEER
DATE: 11/21/2021

NAME: TYLER ACHTENBERG
LIC. NO. 55146



STATE PROJ. NO. 6916-113 (T.H. 53)

SANITARY SEWER MANHOLE AND VALVE DETAILS

MISCELLANEOUS DETAILS

SHEET NO. 29 OF 145 SHEETS

S.P. 6916-113 (T.H. 53) Agreement #1049187 with City of Hermantown					
ITEM NUMBER	DESCRIPTION	UNITS	Engineers Estimate		
			ESTIMATED QUANTITY	ESTIMATE UNIT PRICE	TOTAL ESTIMATE
2104.502	SALVAGE CASTING	EACH	4	\$300.00	\$1,200.00
2104.503	REMOVE MANHOLES OR CATCH BASINS	LIN FT	16	\$200.00	\$3,200.00
2504.602	ADJUST VALVE BOX	EACH	2	\$300.00	\$600.00
2506.502	INSTALL CASTING	EACH	4	\$600.00	\$2,400.00
2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	24.6	\$1,000.00	\$24,600.00
2506.602	CONCRETE COLLAR	EACH	3	\$1,100.00	\$3,300.00
Sub-Totals =					\$35,300.00
	MnDOT Design Engineering Cost			6.50%	\$2,294.50
	MnDOT Construction Engineering Cost			8.00%	\$2,824.00
GRAND TOTAL					\$40,418.50

TO: City Council Members
FROM: Paul Senst, Public Works Director
DATE: February 13th, 2022
SUBJECT: AMI Water Radio System



Meeting Date: 02/22/2022

Agenda Item: 12-B **Resolution:** 2022-27

REQUESTED ACTION

Approve Public Works and City Engineer to move forward with an RFP for the purchase of an Advanced Metering Infrastructure (AMI) water system radios and related accessories

BACKGROUND

As part of the 2022 and 2023 Capital improvement plan (PW&U22-005) there has been provisions to switch our water-meter radios over to an AMI System. This is the newest, latest, last gen technology that will give us water usage data rapidly. This will require the City of Hermantown to change out +/-2200 existing M type radios to the AMI radios. Install 2-3 towers for transmission of the information. This also includes the software to integrate with our Black Mountain billing software.

SOURCE OF FUNDS (if applicable)

Sales Tax

ATTACHMENTS

RFP

Resolution No. 2022-27

**RESOLUTION APPROVING A REQUEST FOR PROPOSALS FOR PURCHASE OF AN
ADVANCED METERING INFRASTRUCTURE FOR WATER METERS**

WHEREAS, the City of Hermantown (“City”) desires to upgrade the ability to read water meters using an advanced metering infrastructure (“Project”); and

WHEREAS, City Engineer has prepared a Request for Proposals (RFP) for engineering services for the “Project” and

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown to approve the Request for Proposals as shown on Exhibit A attached hereto and authorize and direct the City Administrator to advertise and seek proposals per the RFP.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota as follows:

1. The Request for Proposals is approved, and
2. The City Administrator is hereby authorized and directed to advertise and seek proposals for design and construction engineering for an advanced metering infrastructure for water meters substantially in the form attached hereto as Exhibit A.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 22, 2022.

City of Hermantown Advanced Metering Infrastructure (AMI) for Water Meters

Project Specifications

Hermantown, Minnesota

Northland Consulting Engineers Project No.

22-8001

February 21st, 2022



PROJECT TITLE AND CERTIFICATION PAGE

**Project Manual Including Specifications for Material Procurement and Construction of:
“Advanced Metering Infrastructure (AMI) for Water Meters”**

DATE: February 21st, 2022

PROJECT NO.: 22-8001

CIVIL ENGINEER

NORTHLAND CONSULTING ENGINEERS

102 South 21st Avenue West, Suite 1

Duluth, Minnesota 55806

Phone: 218-727-5995

Fax: 218-727-7779

I hereby certify that these Drawings and Specifications were prepared by me or under by direct supervision and that I am a duly Licensed Engineer under the laws of the State of Minnesota.

David G. Bolf

License No.: 40926

Date

Table of Contents

- 1) Project Title and Certification Page
- 2) Table of Contents
- 3) Advertisement for Bids
- 4) Special Provisions
- 5) Hermantown General Conditions
- 6) Construction Payment Bond
- 7) Construction Performance Bond
- 8) Instruction to Bidders
 - a. Notice of Award
 - b. Notice to Proceed
 - c. Bid Form
 - d. Construction Contract
- 9) Schedule of Prices
- 10) Non-Collusion Affidavit
- 11) Responsible Contractor Verification Certificate
- 12) IC-134

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Hermantown, Minnesota, will receive bids at the office of the City Clerk until **10:00 a.m. Local Time, Thursday, March 17th, 2022** for the AMI Advanced Water Metering project. The project takes place in the City of Hermantown in accordance with the specifications on file in the office of the City Clerk, Minnesota Builders Exchange and QuestCDN. Major work items include: Furnishing non-pit set module radio transceivers, furnishing a fixed network system, providing a service area propagation study, and installing the fixed network system.

All bids shall be made on the proposal form contained in the specifications and shall be accompanied by a cashier's check, bid bond or certified check payable to the order of the City of Hermantown for not less than five percent (5%) of the amount bid.

Digital image copies of the Bidding Documents are available QuestCDN. These documents may be downloaded by selecting this project from the PROJECT BID INFORMATION on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com.

Bids shall be mailed or delivered to the City Clerk, securely sealed and endorsed upon the outside wrapper with a brief statement or summary as to the work for which the bid is made.

The City Council reserves the right to reject all bids. All bids and the award of bid shall be subject to the Competitive Bidding Rules of the City of Hermantown.

Bids will be opened and compiled by the City Clerk and the City Engineer at **10:00 a.m. Local Time, Thursday, March 17th, 2022** at the Hermantown Government Services Building. **A bid abstract will be prepared and sent to all bidders via email by the end of the day of the opening.** Any questions regarding the project should be directed to the City Public Works Director, Paul Senst at 218-729-3640 or psenst@hermantownmn.com.

Authorized by the City Council.

JACKIE DOLENTZ, CLERK
City of Hermantown

Advanced Metering Infrastructure (AMI) for Water Meters Special Provisions

SP-1 GOVERNING SPECIFICATIONS

- A. The State of Minnesota Department of Transportation “Standard Specifications for Construction”, 2020 Edition shall apply on this Contract except as modified or altered in the following Special Provisions.
- B. The Minnesota Department of Transportation Manual on Uniform Traffic Control Devices, including the Field Manual, dated July 2012, shall apply.
- C. The 2022 Hermantown Standard Specifications for Construction shall apply.
- D. The City of Hermantown General Conditions (Section GC) shall apply.

SP-2 SCOPE OF WORK

Major work items include: Furnishing non-pit set module radio transceivers, furnishing a fixed network system, providing a service area propagation study, and installing the fixed network system.

The propagation study and installation of the fixed network system shall be installed in year 1 (2022). The system shall be linked to provide data to Hermantown City Hall located at 5105 Maple Grove Road, Hermantown, MN 55811.

Half of the non-pit set module radio transceivers shall be furnished to the city in year 1 (2022) of the contract. The second half of the non-pit set module radio transceivers shall be furnished to the city in year 2 (2023) of the contract.

SP-3 CONTACT INFORMATION

Questions regarding this project should be directed to: Paul Senst, City Public Works Director at 218.729.3640 or psenst@hermantownmn.com. All questions will be collected and responded to via addendum two days prior to bid opening.

SP-4 RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

A reminder to potential bidders that the Responsible Contractor Verification and Certification of Compliance is required by Minnesota Statute to be submitted with your bid proposal.

SP-5 SUSPENDED / DEBARRED VENDORS LIST

Contractor and all subcontractors shall not be listed on the on the Suspended / Debarred Vendors List as shown at the MnDOT Department of Administration State Procurement Website. The website address is listed below:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

SP-6 PERMITS

Permit	Date Applied	Status	Date Received
	TBD	Contractor	
	TBD	Contractor	

The City of Hermantown reserves the right to NOT AWARD the project if permits have not been received.

SP-7 (1203) ACCESS TO PROPOSAL PACKAGE

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

SP-8 (1206) PREPARATION OF PROPOSAL

The provisions of MnDOT 1206 are supplemented and/or modified with the following:

MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications

MnDOT 1206.2 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

1206.2 ALLOWABLE SUBSTITUTIONS

For all Proposals the Bidder shall use the following method:

Submit a Proposal on the Bid Schedule forms provided by the Department. The Bidder shall:

- (1.1) Submit a Unit Price in numeric figures for each Pay Item for which a quantity is shown. Assume a numeric quantity of "1" for each "Lump Sum" Pay Item, except as not required in the case of alternate Pay Items,
- (1.2) Show the extensions resulting from Unit Prices multiplied by the shown quantities in the specified column, and
- (1.3) Add the extended Pay Item amounts to show the total amount of the Proposal.

The Bidder shall write the figures in ink or provide typed or computer printed figures. In the case of a discrepancy between a Unit Price and extension in a Proposal, the Unit Price will govern.

If a Bidder fails to provide a Unit Price for any Pay Item on the Bid Schedule, except for "Lump Sum" Pay Items, the Department will reject the Proposal.

If a Pay Item in the Proposal requires the Bidder to choose an alternate Pay Item, the Bidder shall indicate its choice in accordance with the Specifications for that Pay Item.

An authorized representative of the Bidder must sign the Proposal.

SP-9 (1209) DELIVERY OF PROPOSALS

The provisions of MnDOT 1209 are modified with the following:

When submitting a Proposal in accordance with 1206.2, "Allowable Substitutions," of these Special Provisions, the Bidder shall deliver the Proposal and the Proposal Guaranty in a sealed envelope. The Bidder shall mark the sealed envelope with the name of the Bidder, the Project number, and the letting date. The Bidder shall deliver the sealed envelope to the Department as specified in the Advertisement for Bids as follows:

- 1) To the address specified,

- 2) In care of the official receiving the Proposals, and
- 3) By the date and time for opening Proposals.

The Bidder shall return paper copies of the completed Project Proposal:

- 1) Bid Form
- 2) The complete "Schedule of Prices," with all changes made in ink and initialed
- 3) Bid Bond
- 4) A completed Responsible Contractor Verification Form
- 5) Non-collusion affidavit
- 6) Qualifications
- 7) Certificate of Attendance to Pre-Bid Meeting

If the Department receives a Proposal after the date and time for opening Proposals, the Department will return the Proposal to the Bidder unopened.

SP-10 (1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS

The provisions of MnDOT 1210 are deleted and replaced with the following:

When submitting a Proposal in accordance with 1206.2, "Allowable Substitutions," of these Special Provisions, the Bidder may revise or withdraw its Proposal after delivery to the Department if the Department receives the Bidder's written request for withdrawal or revision before the date and time for opening Proposals.

The Department reserves the right to revise the Proposal Package at any time before the date and time for opening Proposals. The Department will issue a numbered and dated Addendum for any revision of the Proposal Package. The Department will post each Addendum as announced in an e-mail or other method of notification to each Bidder on the Department's list of Bidders.

The Department will include each Addendum with all Proposal Forms issued to the Bidder after the date of the Addendum.

If revisions made by an Addendum require change to Proposals or reconsideration by the Bidder, the Department may postpone opening Proposals. If the Department postpones opening Proposals, the Department will specify the new date and time for opening Proposals in the Addendum.

The Bidder shall acknowledge receipt of each Addendum in the proposal.

SP-11 (1212) OPENING OF PROPOSALS

The provisions of MnDOT 1212 are hereby deleted and replaced with the following:

The Department will open Proposals at the time, date, and place defined in the Proposal Package and the Advertisement for Bids.

SP-12 (1302) AWARD OF CONTRACT

The provisions of MN/DOT 1302 are changed to read as follows:

The award of Contract, if to be awarded, will be made by City Council Resolution after the opening of proposals to the lowest responsible bidder who complies with all prescribed requirements. When the lowest Bid has been determined to be satisfactory, the Contract will be awarded to the lowest responsive, responsible Bidder within **60 days** from the date of opening of the Bids. The successful bidder will be notified by a "Notice of Award", mailed to the address shown on his/her proposal, that his/her bid has been accepted subject to execution and approval of the Contract as required by law.

The "Notice of Award" will identify the date on which the City Council is expected to approve the Resolution awarding the Contract. Included with the Notice of Award will be:

- A. Three (3) copies of the pending Contract covering the Project.
- B. A copy of the PAYMENT BOND form
- C. A copy of the PERFORMANCE BOND form
- D. Notice of whether an annual Certificate of Insurance is on file or whether Proof of Insurance is needed.

As a condition precedent to approval of a Contract, a corporation to whom a Contract is awarded shall furnish proof that it has meet all legal requirements for transacting business in the State of Minnesota.

SP-13 (1505) COOPERATION BY CONTRACTORS)

It is anticipated that the city will award the contract at its city council meeting on Tuesday, February 16, 2021. There are planned utility relocations that will commence in April, with work planned to be complete by May 15, 2021. The contractor shall plan to clear trees in early March before road restrictions are put on. This will clear the way for the utility contractors to complete their work.

SECTION GC

Revised 06/2016

1. CONTRACT AND CONTRACT DOCUMENTS

The plans, specifications and addenda shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect limit or cast light on the interpretation of the provisions to which they refer.

2. DEFINITIONS

The following terms as used in this Contract are respectively defined as follows:

- a) "Owner": The village, city, company, corporation or individual as designated in the ADVERTISEMENT FOR BIDS and in the PROPOSAL is herein referred to as the "OWNER".
- b) "ENGINEER": Northland Consulting Engineers L.L.P., 102 S 21st Avenue West, Suite One, Duluth, MN, 55806, has been appointed by the owner to make these plans and specifications and is herein referred to as the "ENGINEER".
- c) "SUPERVISOR": The supervisor or resident project engineer is an authorized representative of the engineer assigned to make inspection of the work performed and materials furnished by the contractor, to establish grades with help as needed to be furnished by the contractor and generally assist in supervising the execution of the work in accordance with the plans and specifications. The supervisor has no authority to order or permit deviations from the plans and specifications, or to accept on behalf of the owner, any materials or workmanship which does not conform fully to the requirements of the contract.
- d) "CONTRACTOR": A person, firm or corporation with whom the contract is made by the owner.
- e) "SUBCONTRACTOR": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for and under separate contract or agreement with the contractor.
- f) "WORK ON (AT) THE PROJECT": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the contractor and any subcontractor.

3. DRAWINGS

- a) The drawings, with such corrections, interlineation and details as may be found upon them shall be considered as a part of and illustrative of this specification and cooperative with it. Any work or material herein specified and not shown on the drawings, or any work shown on the drawings and not mentioned in the specifications must be considered as included as though both shown and specified. Where parts of the work are given, the balance shall be a repetition and where any detail is started upon a drawing, it shall be in the construction carried the full length of the part it details. Parts not specially detailed shall be constructed in the customary manner of the class or work so as to maintain the strength and complete the parts they compose.
- b) Where figures or notes are given, same shall be preferred to scale dimensions, but where none are given, scale drawings shall be accurately followed. Large scale drawings shall take precedence over those small scale. All dimensions and details shall be checked against those on job. Job dimensions to hold in preference to plan scale and dimensions.
- c) The contractor shall not take advantage of any clerical error or manifest omissions or discrepancies in the drawings or specifications but shall immediately refer same to the engineer for solution and correction, whose decision shall be final; and in no case shall the contractor proceed in doubt.

- d) The owner reserves the right to make any changes or alterations in the drawings and specifications in accordance with Paragraph 18 hereof which he may deem advisable, but the contractor shall make no changes in the drawings or specifications except upon written orders of the engineer.
- e) All drawings and specifications are the property of the engineer and must be returned to him upon completion of the work and shall not be used for the construction of any other work without the knowledge and consent of the engineer.

4. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the contractor will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as part thereof. The contractor shall carry out the work in accordance with the additional detail drawings and instructions. The contractor and the engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required; such drawings, if any, to be furnished by the engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

5. SHOP OR SETTING DRAWINGS

The contractor shall submit promptly to the engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the engineer and the return thereof, the contractor shall make such corrections to the drawings as have been indicated and shall furnish the engineer with two corrected copies. If requested by the engineer, the contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the engineer the contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notified the engineer in writing of any deviations at the time he furnishes such drawings.

6. SETS OF PLANS AND SPECIFICATIONS

The engineer will furnish the contractor with two (2) sets of plans and specifications, on paper, as needed for his use during the prosecution of the work. Any additional sets of plans and specifications required shall be paid for by the contractor at cost.

7. MATERIALS, SERVICES AND FACILITIES

- a) It is understood that except as otherwise specifically stated in the contract documents, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- b) Any work necessary to be performed after regular working hours, on Sundays or legal holidays shall be performed without additional expense to the owner. When the contractor elects to work at such times, notice of his intention to do so shall be given to the engineer within a reasonable time in advance.

8. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

9. INSPECTION AND TESTING OF MATERIALS

- a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the owner. The owner will pay for all laboratory inspection service direct, and not as a part of the contract.
- b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
- c) Contractor shall provide adequate notice and coordination of planned work activities so that construction inspection can be provided by the ENGINEER.

10. SUBSTITUTE AND 'OR EQUAL' ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if accepted in writing by ENGINEER. Application for such acceptance will not be considered by ENGINEER until after the effective date of the AGREEMENT. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the GENERAL CONDITIONS and may be supplemented in the GENERAL AND SPECIFIC REQUIREMENTS.

11. PERMITS AND REGULATIONS

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract.

Vendors shall secure all patent rights free of charge to the owner and free of infringement suits.

The contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

12. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid:

- a) To examine thoroughly the CONTRACT DOCUMENTS and all information contained in the Bidding Documents.
- b) To visit the site to become familiar with and satisfy the Bidder as to the general, local and site conditions, including subsurface conditions, if applicable, that may affect cost, progress, performance or furnishing of the WORK.
- c) To consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the WORK.
- d) To study and carefully correlate the Bidder's knowledge and observations with the CONTRACT DOCUMENTS and other related data.
- e) To promptly notify the ENGINEER of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the CONTRACT DOCUMENTS and other related documents.

Information and data shown or indicated in the Bidding Documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such

underground facilities or others, and the OWNER and ENGINEER do not assume responsibility for the accuracy or completeness thereof.

The OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests and studies. Bidders shall provide a copy of the result of invasive explorations, tests and studies to Owner and the Engineer.

The submission of a Bid will constitute an inconvertible representation by the Bidder, that without exception the Bid is premised upon performing and furnishing the Work required by the CONTRACT DOCUMENTS and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the CONTRACT DOCUMENTS, that the Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities and discrepancies that the Bidder has discovered in the CONTRACT DOCUMENTS and the written resolution thereof by ENGINEER is acceptable to Bidder, and that the CONTRACT DOCUMENTS are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the WORK.

13. CONTRACTOR'S OBLIGATIONS

The contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the engineer and the owner.

14. WEATHER CONDITIONS

In the event of temporary suspension or work, or during inclement weather, or whenever the engineer shall direct, the contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the contractor.

15. PROTECTION OF WORK AND PROPERTY - EMERGENCY

The contractor shall at all times safely guard the owner's property from injury or loss in connection with this contract. He shall, at all times, safely guard and protect his own work and that of adjacent property, from damage. The contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the owner, or his duly authorized representative.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the contractor will be allowed to act, without previous instructions from the engineer, in a diligent manner. He shall notify the engineer immediately thereafter.

Any claim for compensation by the contractor due to such extra work shall be promptly submitted to the engineer for approval.

Where the contractor has not taken action but has notified the engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the engineer.

The amount of reimbursement claimed by the contractor on account of any emergency action shall be determined in the manner provided in Paragraph 18 of the General Conditions.

16. REPORTS, RECORDS AND DATA

The contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the owner may request concerning work performed or to be performed under this contract.

17. SUPERINTENDENCE BY CONTRACTOR

At the site of the work the contractor shall employ a construction superintendent or foreman who shall have full authority to act for the contractor. It is understood that such representative shall be acceptable to the engineer.

18. CHANGES IN WORK

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- a) Unit bid prices previously approved
- b) An agreed lump sum
- c) The actual cost of:
 - 1) Labor, including foremen
 - 2) Materials entering permanently into the work
 - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work
 - 4) Power and consumable supplies for the operation of power equipment
 - 5) Insurance
 - 6) Social Security and old age and unemployment contributions

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

19. EXTRAS

Without invalidating the contract, the owner may order extra work of the kind bid upon or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the owner or its engineer acting officially for the owner, and the price is stated in the order.

20. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the contractor and the owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the owner, that the time for the completion of the work described herein is a

reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevail in this locality.

If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the contractor and the owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the owner would in such event sustain, and said amount is agreed to be the amount of damages which the owner would sustain and said amount shall be retained from time to time by the owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the contractor is without fault and the contractor's reasons for the time extension are acceptable to the owner; Provided further, that the contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a) To any preference, priority or allocation order duly issued by the owner;
- b) To unforeseeable cause beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of God, or of the public enemy, acts of the owner, acts of another contractor in the performance of a contract with the owner, fires floods, epidemics, quarantine restrictions, strikes, freight embargoes and sever weather; and
- c) To any delays of sub-contractors or suppliers occasioned by any of the causes specified in sub-sections (a) and (b) of this article; Provided further, that the contractor shall, within ten (10) days from the beginning of such delay, unless the owner shall grant a further period of time prior to the date of final settlement of the contract, notify the owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.

21. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture and all methods of construction shall be at all times and places subject to the inspection of the engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the contractor hereunder shall be reduced by such amount as in the judgment of the engineer shall be equitable.

22. CLAIMS FOR EXTRA COSTS

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the engineer approved by the owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 18 (c) of the General Conditions, the contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the owner, give the owner access to accounts relating thereto.

23. RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the contractor, or by any of his subcontractors, the owner may serve written notice upon the contractor and the surety of its intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the owner shall immediately serve notice thereof upon the surety and the contractor, and the surety shall have the right to take over and perform the contract; Provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the owner may take over the work and prosecute the same to completion by contract or by the force account for the account and at the expense of the contractor, and the contractor and his surety shall be liable to the owner for any excess cost occasioned the owner thereby, and in such event the owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the contractor shall deliver to the owner an estimated construction progress schedule in form satisfactory to the owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the contractor in accordance with the progress schedule. The contractor shall also furnish (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. PAYMENT TO CONTRACTOR

- a) Not later than the 15th day of each calendar month the owner shall make a progress payment to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this contract.
- b) In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- c) All material and work covered by partial payments made shall thereupon become the sole property of the owner, but this provision shall not be construed as relieving the contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all of the terms of the contract.
- d) Owner's right to withhold certain amounts and make application thereof: The contractor agrees that he will indemnify and save the owner harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged or waived. If the contractor fails to do so, then the owner may, after having served written notice on the said contractor, either pay unpaid bills of which the owner has written notice, direct, or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor or his surety.
- e) Final Payment. The balance due the Contractor hereunder, including any retainage, shall be payable after the Owner, by resolution of its City Council, determines the Contractor shall have obtained or caused to occur the

following:

- (i) Completion of the Work; and
- (ii) Inspection and approval of the Work hereunder, by the engineer; and
- (iii) Final resolution of all claims for damages made with respect to work performed by Contractor under this Agreement; and
- (iv) Approval by the Owner of the Contractor's final application for payment.

In paying any unpaid bills of the contractor, the owner shall be deemed the agent of the contractor, and any payment so made by the owner, shall be considered as a payment made under the contract by the owner to the contractor, and the owner shall not be liable to the contractor for any such payment made in good faith.

26. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the contractor or his sureties from any obligations under this contract or the performance bond.

27. PAYMENTS BY CONTRACTOR

The contractor shall pay (a) for all transportation and utility services not later than the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used and (c) to each of his subcontractors, not later than the 7th day following each payment to the contractor, the respective amounts allowed the contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor agrees to indemnify and save harmless the Owner, its officers, employees, agents and assigns against loss or expense, including attorneys' fees, by reason of the liability imposed by law upon the Owner for damages because of bodily injuries, including death at any time resulting therefrom, accidentally sustained by any person or persons, or on account of damage to property arising out of or in consequence of the performance or non-performance of this Construction Contract, whether such injuries to persons or damage to property are due or claimed to be due as a result of negligence or willful misconduct of the Contractor, its subcontractors, employees, agents or any other person.

The Contractor shall not commence work under this contract until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on any subcontract until the insurance required of the subcontractor has been obtained and approved.

- a) Compensation Insurance: The Contractor and each subcontractor shall procure and shall maintain during the term of the contract Worker's Compensation Insurance as required by applicable Minnesota law for all employees to be engaged in work at the site of the Project. In case any class of employees engaged in hazardous work on the Project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such employees as are not otherwise protected.
- b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the term of the Contract Contractor's Property Damage Insurance and Vehicle Liability Insurance and Contractor's Public Liability Insurance in the amounts specified in Paragraphs (g), (h) and (i) below.

- c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each subcontractor to procure and to maintain during the life of any subcontract, subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Paragraphs (g), (h) and (i) below, or (2) insure the activities of the subcontractors in Contractor's policy, specified in Paragraph (b) above.
- d) Scope of Insurance and Special Hazards: The insurance required under Paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and the subcontractors, respectively against damage claims which may arise from operations under this contract, whether such operations be by the insured or by any one directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in Paragraph (g) below.
- e) Indemnification. The Contractor shall indemnify and save harmless the Owner from all claims and actions of any kind arising from, or incidental to the performance of the Contract and expenses incidental to such claims and actions, including attorneys' fees, and shall assume without expense to the Owner, the defense of any such claims or actions.
- f) Proof of Insurance: The Contractor shall furnish the Owner with a certificate showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certificate will not be canceled, materially altered, or not renewed, except after thirty (30) days written notice or ten (10) days for non-payment of premium, has been received by the Owner." Owner is to be named as an additional insured on such Certificate and not merely as a Certificate holder. Contractor must provide Owner with appropriate endorsements to its policy(ies) of insurance reflecting the status of Owner as an additional insured and requiring that the foregoing notice of cancellation, material alteration or non-renewal be provided to owner by the insurance company providing such insurance policy(ies) to Contractor.

g) Limits of Insurance:

Worker's Compensation:	As required by Minnesota law with an "all states" endorsement	
Employer's Liability	Each Accident	\$500,000.00
	Disease Policy Limit	\$500,000.00
	Disease Each Employee	\$500,000.00
Independent Contractor's protective coverage liability:		
Bodily Injury:	Each Person	\$1,500,000.00
	Aggregate	\$1,500,000.00
Property Damage	Each Accident	\$1,500,000.00
Products and completed operations coverage to be kept in place for the duration of any contract guarantee period:		
Bodily Injury	Each Person	\$1,500,000.00
	Aggregate	\$1,500,000.00
Property Damage	Each Accident	\$1,500,000.00
Comprehensive General Liability, Premises and Operations:		
Bodily Injury	Each Person	\$1,500,000.00
	Aggregate	\$1,500,000.00

Comprehensive General Liability, Premises and Operations: Property Damage	Each Accident	\$1,500,000.00
Contractual Liability covering customary Construction Contract and subcontract indemnity provisions: Bodily Injury	Each Person Aggregate	\$1,500,000.00 \$1,500,000.00
Contractual Liability covering customary Construction Contract and subcontract indemnity provisions: Property Damage	Each Accident	\$1,500,000.00
Automobile Public Liability & Property Damage Insurance Owned & Non-owned Vehicles: Bodily Injury	Each Person Aggregate	\$1,500,000.00 \$1,500,000.00
Property Damage	Each Accident	\$1,500,000.00

- (h) Property Insurance: Contractor shall provide "All Risk" builder's risk insurance under a completed value form on all work on the Project, including foundations, permanent fixtures and attachments, machinery and equipment included in or installed under the Contract, debris removal, architects' and engineer's fees, temporary structures, materials, equipment and supplies of all kinds located on the Project, to the full replacement value thereof, except that such policy may provide for a deductible amount not to exceed \$25,000.00 per occurrence. Said insurance shall be endorsed to provide consent for occupancy of the Project and shall be maintained in effect until permanent property coverage is in force. Such insurance shall be written in the names of Contractor, any subcontractor and Owner, as their interests may appear. Contractor, all subcontractors, and suppliers waive all rights against Owner for damages caused by fire or insured perils, except such rights as are set forth hereunder to the proceeds of such insurance payable in the event of such loss.
- (i) Public Liability Insurance: Public Liability Insurance written on an "occurrence" basis under Comprehensive General Liability Form with "Broad Form" property damage liability coverage, with the XCU exclusion removed, in limits specified in paragraph (g) above. Contractor shall require such liability coverage from all subcontractors unless they are insured under the Contractor's policies. Certificates evidencing such coverage obtained by any subcontractor shall be provided to Owner and Engineer/Architect.
- (j) Claim Form: Contractor shall obtain and provide to Owner, with the Certificate of Insurance, a Claim Form for use by parties with claims against Contractor arising out of the performance of work by Contractor under the Contract with Owner.

29. PERFORMANCE BOND

The contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract. Only a bond without limitations or restrictions will be accepted. The bond will be for the use and benefit of the owner, as well as all persons who may become entitled to liens under said contract, according to the provisions of the laws of the applicable State or territory in such case made and provided. Bond shall be in force until one year after the completion of the contract to allow the owner to be free to adjust and satisfy any claims or liability arising from the construction of this work, and this bond shall be liable for any expense caused by such adjustment. Before final acceptance the performance bond must be approved by the owner.

30. PAYMENT BOND

The contractor shall furnish a payment bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the payment of all persons supplying labor and material in connection with the performance of this contract. Only a bond without limitation or restrictions will be accepted. The bond shall be for the use and benefit of the owner, as well as all persons who may become entitled to liens under this contract according to the provisions of the laws of the applicable State or territory in such case made and provided. The bond shall be in force for one year after the completion of the contract to allow the owner to be free to adjust and satisfy any claims or liability arising from the construction of this contract, and this payment bond shall be liable for any expense caused by such adjustment. Before final acceptance of this contract, the payment bond must be approved by the owner.

31. ADDITIONAL OR SUBSTITUTE BOND

If at any time the owner for justifiable cause shall be or become dissatisfied with the surety or sureties for the performance bond, the contractor shall within five (5) days after notice from the owner to do so substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the owner. The premiums on such bond shall be paid by the contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the owner.

32. ASSIGNMENTS

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the owner. In case the contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

33. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the contractor any other contractor or any subcontractor shall suffer loss of damage on work, the contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractors will so settle. If such other contractor or subcontractor shall assert any claim against the owner on account of any damage alleged to have been sustained, the owner shall notify the contractor, who shall indemnify and save harmless the owner against any such claim.

34. SEPARATE CONTRACTS

The contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The contractor, including his subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the engineer immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

35. SUBCONTRACTING

- a) The contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b) The contractor shall not award any work to any subcontractor without prior written approval of the owner, which approval will not be given until the contractor submits to the owner a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the owner may require.

- c) The contractor shall be as fully responsible to the owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d) The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards to terminating any subcontract that the owner may exercise over the contractor under any provision of the contract documents.
- e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the owner.
- f) Contractor shall comply with the provisions of Minnesota Statutes Section 471.425 Subd. 4a, Contractor shall pay Subcontractor within ten days of Contractor's receipt of payment from Owner for undisputed services provided by such Subcontractor. Contractor shall pay interest of 1½ percent per month or any part of a month to the Subcontractor on any undisputed amount not paid on time to the Subcontractor. Contractor shall pay the actual interest or \$10, whichever is greater, for an unpaid balance of \$100 or more. Contractor shall pay the Subcontractor the actual interest for an unpaid balance of less than \$100.

36. ENGINEER'S AUTHORITY

The engineer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof.

The engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the engineer shall be a condition precedent to the right of the contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The engineer shall decide the meaning and intent of any portion of the specifications and of any plan or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the contractor under this contract and other contractors performing work for the owner shall be adjusted and determined by the engineer.

The contractor is to furnish the engineer or supervisor with all required assistance to facilitate thorough inspection or culling over removal of doubtful or defective material, or for the thorough examination into any of the work performed or for any other purpose required in the discharge of their duties, for which service no additional allowance will be made. The engineer or supervisor may stop the work entirely if there is not sufficient quantity of suitable and approved materials on the site to carry it on properly, or for any good and sufficient cause; also to see that all of the provisions of this contract and specifications are faithfully adhered to, and he shall have the power to dismiss any employee of the contractor for incompetence, intoxication, willful negligence or disregard of orders.

The engineer will not be responsible for the acts of omissions of the contractor, or any subcontractors, or any of his superintendents, agents or employees.

37. USE OF PREMISES AND REMOVAL OF DEBRIS

The contractor expressly undertakes at his own expense:

- a) to take every precaution against injuries to persons or damage to property;
- b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;

- c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance;
- e) before final payment to remove all surplus material, false- work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition;
- f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with consent of the engineer, not to cut or otherwise alter work of any other contractor.

38. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids, and the right is expressly reserved, except as herein otherwise specifically limited, to increase or decrease them as may be deemed reasonably necessary or desirable by the owner to complete the work contemplated by this contract, and such increase or decrease shall in no way invalidate this contract, nor shall any such increase or decrease give cause for claims or liability for damages.

39. LAND AND RIGHTS-OF-WAY

Prior to the start of construction, the owner shall obtain all land rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

It is the obligation of the Contractor to identify the right-of-way boundaries available for the construction of the Work before bidding on the Work. The submission of a bid on the Work constitutes a representation and agreement by Contractor that the right-of-way made available for the Work is sufficient to construct the Work in accordance with the Plans and Specifications. Contractor shall confine its Work and operations to the right-of-way made available by Owner unless Contractor obtains written approval by an affected property owner(s) to utilize additional area beyond the available right-of-way.

40. GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

41. CONFLICTING CONDITIONS

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. NOTICE AND SERVICE THEREOF

Any notice to any contractor from the owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said contractor at this last given address, or delivered in person to said contractor or his authorized representative on the work.

43. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. PROTECTION OF LIVES AND HEALTH

In order to protect the lives and health of his employees under the contract, the contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention In Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

The contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

45. OTHER PROHIBITED INTERESTS

No official of the owner who is authorized in such capacity and on behalf of the owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, attorney, engineer or inspector of or for the owner who is authorized in such capacity and on behalf of the owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

46. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

The contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the owner, provided the owner:

- a) secures written consent of the contractor except in the event, in the opinion of the engineer, the contractor is chargeable with unwarranted delay in completing the contract requirements;
- b) secures consent of the surety;
- c) secures endorsement from the insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction; or
- d) when the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance carrier to complete construction.

47. SUSPENSION OF WORK

Should the owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its protection, by reason of any litigation, the contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the owner may determine will compensate for time lost by such delay with determination to be set forth in writing.

48. SURVEYS, STAKES AND BENCH MARKS

The contractor shall give the owner at least 72 hours' notice in writing before requiring any surveys or construction stakes to be set or before commencing work on any portion of the contract, or at any new place, as well as at any place where work has been relinquished or stopped for any cause.

The contractor is responsible for the preservation of all such stakes and bench marks in their proper positions, and in case of any of them being lost, destroyed or obliterated after once having been given, he shall at once notify the owner in writing, and all expense incurred by the owner in replacing the same may be charged against the contractor and deducted from the estimates.

49. ENGINEERING SERVICES BEYOND COMPLETION DATE

In the event the contractor exceeds the specified completion date, all engineering costs incurred after this date shall be paid by the contractor, such as inspection, supervision and any other relative engineering service.

50. DATA PRACTICES CLAUSE

All parties to this contract are subject to the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes, including Section 13.05, Subd. 11.

51. NON-MINNESOTA CONTRACTORS AND SUBCONTRACTORS

If a non-Minnesota CONTRACTOR or subcontractor enters into a CONTRACT for this Project, and the total amount of the CONTRACT for this Project is greater than \$100,000.00, the non-Minnesota CONTRACTOR or subcontractor will be required to file Form SD-E Minnesota Department of Revenue/Exemption from Surety Deposits for Non-Minnesota Contractors prior to executing the CONTRACT for this Project.

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: _____</p> <p>Mailing address <i>(principal place of business)</i>: _____</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____	_____
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: _____</p> <p>Mailing address <i>(principal place of business)</i>: _____</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____	_____
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
 18. Modifications to this Bond are as follows:

CITY OF HERMANTOWN

ADVANCED METERING INFRASTRUCTURE (AMI) FOR WATER METERS

INSTRUCTIONS TO BIDDERS

DESCRIPTION

Major work items include furnishing non-pit set module radio transceivers, furnishing a fixed network system, providing a service area propagation study, and installing the fixed network system.

MINNESOTA CONTRACTORS AND SUBCONTRACTORS

If a non-Minnesota Contractor or subcontractor enters into a Contract for this Project, and the total amount of the Contract for this Project is greater than \$50,000.00, the non-Minnesota Contractor or subcontractor will be required to file Form SD-E Minnesota Department of Revenue/Exemption from Surety Deposits for Non-Minnesota Contractors and provide any required surety deposit prior to executing the Contract for this Project.

Contractor shall comply with the provisions of Minnesota Statutes Section 471.425 Subd. 4a. Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from Owner for undisputed services provided by the subcontractor. Contractor shall pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. Contractor shall pay the actual interest or \$10, whichever is greater, for an unpaid balance of \$100 or more. Contractor shall pay the subcontractor the actual interest for an unpaid balance of less than \$100.

WITHHOLDING AFFIDAVIT FOR CONTRACTORS

Attached herein is a copy of the Minnesota Department of Revenue Withholding Affidavit for Contractors, Form IC-134. The successful bidder entering into a Contract with the Owner will be required to file Form IC-134 with the State of Minnesota and provide the Owner with a copy of the completed form certified by the State of Minnesota before final payment can be issued by the Owner.

Copies of completed Form IC-134 will be required from the CONTRACTOR and all subcontractors supplying labor and materials for the Project.

BID DATE AND TIME

Bids (“Bid”) will be received by the City of Hermantown at Hermantown City Hall located at 5105 Maple Grove Road, Hermantown, Minnesota, 55811 until **10:00 A.M. local time, Thursday, March 17th, 2022**, then at said office publicly opened and read aloud.

Each Bid shall be delivered in a sealed envelope indicating the name and address of the Bidder and the name of the Project. Any Bids received after the time set for opening of Bids will be returned to the Bidder unopened. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the OWNER at:

City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

BID DOCUMENTS

Complete sets of Bidding Documents may be examined or obtained at the following locations:

City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
Phone: (218) 729-3600

Minnesota Builders Exchange
Website: <https://mbex.org/>

QuestCDN Online Plan Room
Website: <https://www.questcdn.com/questcdn/action/questLogin>

Complete sets of the Bidding Documents must be used in preparing Bids. The OWNER does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.

QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the WORK each Bidder shall provide within its bid a statement of experience, including a list of Projects in the past five (5) years for which the Bidder was a responsible contractor or subcontractor, location of each Project, the year it was completed, a brief description and the approximate dollar value of the WORK.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid:

- (1) To examine thoroughly the CONTRACT DOCUMENTS and all information contained in the Bidding Documents.
- (2) To visit the site to become familiar with and satisfy the Bidder as to the general, local and site conditions, including subsurface conditions, if applicable, that may affect cost, progress, performance or furnishing of the WORK.
- (3) To consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the WORK.
- (4) To study and carefully correlate the Bidder's knowledge and observations with the CONTRACT DOCUMENTS and other related data.
- (5) To promptly notify the CITY ADMINISTRATOR of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the CONTRACT DOCUMENTS and other related documents.

Information and data shown or indicated in the Bidding Documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to OWNER by owners of such underground facilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof.

The OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests and studies. Bidders shall provide a copy of the result of invasive explorations, tests and studies to Owner.

The submission of a Bid will constitute an inconvertible representation by the Bidder, that without exception the Bid is premised upon performing and furnishing the Work required by the CONTRACT DOCUMENTS and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the CONTRACT DOCUMENTS, that the Bidder has given the CITY ADMINISTRATOR written notice of all conflicts, errors, ambiguities and discrepancies that the Bidder has discovered in the CONTRACT DOCUMENTS and the written resolution thereof by the CITY ADMINISTRATOR is acceptable to Bidder, and that the CONTRACT DOCUMENTS are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the WORK.

AVAILABILITY OF LAND FOR WORK

The OWNER shall provide to Bidders prior to Bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

INTERPRETATION AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be directed to the CITY ADMINISTRATOR. Interpretations or clarifications considered necessary by the CITY ADMINISTRATOR in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the CITY ADMINISTRATOR as having received the Bidding Documents.

The Bidder shall acknowledge any and all Addenda with the submission of the Bid Form.

BID SECURITY

Each Bid must be accompanied by Bid security, payable to the OWNER for five percent of the total Bid. A certified check or a Bid Bond may be used as bid security. No cash will be permitted.

The Bid security of the successful Bidder will be retained until such Bidder has executed the AGREEMENT, furnished the required contract security, furnished the required insurance certificate and met the other conditions of the NOTICE OF AWARD, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the AGREEMENT and furnish the required contract security or insurance certificate within fifteen (15) days after the NOTICE OF AWARD, OWNER may annul the NOTICE OF AWARD and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders who OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the effective date of the AGREEMENT or the sixtieth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security submitted with Bids that do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

CONTRACT TIME

The number of days within which, or the date by which the work is to be substantially completed is stated on the BID FORM.

A schedule for construction shall be filed for approval with the OWNER, prior to, or on the date of the Pre-construction Meeting.

LIQUIDATED DAMAGES

If the WORK, required by the Contract is not completed on or before the completion date specified in the Contract, the CONTRACTOR will be assessed liquidated damages in the amount of Five Hundred and No/100 Dollars (\$500.00) per day. Because the actual damages due to delay will be difficult or impossible to determine, the CONTRACTOR shall pay such amount for each calendar day in which WORK is not completed beyond the specified completion date. The amount assessed will be deducted from money due to the CONTRACTOR or the final pay request if not sooner paid by CONTRACTOR.

SUBSTITUTE AND 'OR EQUAL' ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if accepted in writing by the CITY ADMINISTRATOR. Application for such acceptance will not be considered by the CITY ADMINISTRATOR until after the effective date of the AGREEMENT. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the GENERAL CONDITIONS and may be supplemented in the GENERAL AND SPECIFIC REQUIREMENTS.

BID FORM

The BID FORM is included with the Bidding Documents.

All blanks on the BID FORM must be completed by printing in black ink or by typewriter.

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Bids by limited liability companies must be executed by a manager accompanied by evidence of authority to sign. The registered office of the limited liability company must be provided along with the state of organization.

All names must be typed or printed in black ink below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the BID FORM).

The address and telephone number for communications regarding the Bid must be shown.

SUBMISSION OF BID

Bids will be received at the time and place as stated in the ADVERTISEMENT FOR BIDS. The bids shall be in a sealed envelope clearly identified with the Project Name, and the name and address of the Bidder and accompanied by the Bid Security and other required documents.

MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be withdrawn or modified at any time prior to the designated time for the opening of Bids. No Bid may be withdrawn within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the Bidder.

OPENING OF BIDS

The Bids will be opened and read aloud publicly at the place where the Bids are to be submitted. An abstract of the amounts of the Bids will be made available to all Bidders after the opening of the Bids.

COMPARISON OF BIDS

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

The Bid will be based on unit prices for each Bid item listed in the BID FORM. The total price for each Bid item shall be the unit price listed by the Bidder multiplied by the quantity stated for that Bid item. The total Bid will be calculated by adding together the total price for each bid item.

REJECTION OF BIDS, AWARD OF CONTRACT, CONTRACT SECURITY AND INSURANCE, SIGNING OF AGREEMENT

The OWNER reserves the right to reject any and all Bids and waive irregularities and informalities therein and adjourn any meeting to consider the award to a later date for the purpose of further consideration of the Bids and taking action thereon, and to award the contract to the Bidder that will serve the best interests of the OWNER. A failure to comply with any of these instructions to Bidders may be considered as the basis of rejecting any Bid.

When the lowest Bid has been determined to be satisfactory, the Contract will be awarded to the lowest responsive, responsible Bidder within sixty (60) days from the date of opening of the Bids.

The Bidder to whom the Contract is awarded will be required to execute the Contract and obtain the Performance and Payment Bonds, each in the amount of 100 percent of the contract price and required certificate of insurance, within fifteen (15) calendar days from the date when the NOTICE OF AWARD is delivered to that Bidder. The NOTICE OF AWARD shall be accompanied by the necessary Contract, bond forms and insurance certificate forms. In case of failure of Bidder to

execute the Contract, provide the bonds or certificate of insurance, the OWNER may, at its option, consider the Bidder in default, in which case the BID BOND accompanying the Bidder's proposal shall become the property of the OWNER.

The OWNER, within ten (10) calendar days of receipt of acceptable PERFORMANCE AND PAYMENT BONDS and INSURANCE CERTIFICATE, and the Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract. Should the OWNER not sign the Contract within such period, the Bidder may, by written notice, withdraw his signed Contract. Such notice shall be effective upon receipt of the notice by the OWNER.

A NOTICE TO PROCEED will be issued within ten (10) calendar days of the execution of the Contract by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the Bidder. If the NOTICE TO PROCEED has not been issued within the ten (10) day period, or within the period mutually agreed upon, the Bidder may terminate the Contract without further liability on the part of either party.

The Contract Surety Bonds and insurance certificates shall be substantially in the form provided herewith and the surety upon each bond shall be one or more surety companies approved by the State of Minnesota. Attorneys-in-fact who sign the surety bonds must file with each bond a certified and effective dated copy of their power of attorney. The insurance companies shown on the insurance certificate must be duly licensed and authorized to do business in the State of Minnesota and be covered by protection against insolvency provided through the State of Minnesota.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on any subcontract until the insurance required of the subcontractor has been obtained and approved.

- a) Compensation Insurance: The Contractor and each subcontractor shall procure and shall maintain during the term of the contract Worker's Compensation Insurance as required by applicable Minnesota law for all employees to be engaged in work at the site of the Project. In case any class of employees engaged in hazardous work on the Project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such employees as are not otherwise protected. Contractor shall maintain "stop gap" coverage if Contractor obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.
- b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the term of the Contract

Contractor's Property Damage Insurance and Vehicle Liability Insurance and Contractor's Public Liability Insurance in the amounts specified in Paragraphs (g), (h) and (i) below.

- c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each subcontractor to procure and to maintain during the life of any subcontract, subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Paragraphs (g), (h) and (i) below, or (2) insure the activities of the subcontractors in Contractor's policy, specified in Paragraph (b) above.
- d) Scope of Insurance and Special Hazards: The insurance required under Paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and the subcontractors, respectively against damage claims which may arise from operations under this contract, whether such operations be by the insured or by any one directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in Paragraph (g) below.
- e) Indemnification. The Contractor shall indemnify and save harmless the Owner from all claims and actions of any kind arising from, or incidental to the performance of the Contract and expenses incidental to such claims and actions, including attorneys' fees, and shall assume without expense to the Owner, the defense of any such claims or actions. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the Owner (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Owner, its agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the Owner may require Contractor to:

- i. Furnish and pay for a surety bond, satisfactory to the Owner, guaranteeing performance of the indemnity obligation; or
- ii. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the Owner within fifteen (15) days of receiving notice from the Owner.

- f) Proof of Insurance: The Contractor shall furnish the Owner with a certificate showing the type, amount, class of operations covered, effective dates and dates of expiration of

policies. Such certificates shall contain substantially the following statement: “The insurance covered by this certificate will not be canceled, materially altered, or not renewed, except after thirty (30) days written notice or ten (10 days) for non-payment of premium, has been received by the Owner.” Owner is to be named as an additional insured on such Certificate and not merely as a Certificate holder. Contractor must provide Owner with appropriate endorsements to its policy(ies) of insurance reflecting the status of Owner as an additional insured and requiring that the foregoing notice of cancellation, material alteration or non-renewal be provided to owner by the insurance company providing such insurance policy(ies) to Contractor. In addition, all policies shall contain a waiver of subrogation in favor of Owner. All policies shall apply on a “per project” basis. Contractor agrees to maintain all coverage required herein throughout the term of the Contract and for a minimum of two (2) years following Owner's written acceptance of the Contract.

g) Limits of Insurance:

Worker’s Compensation:	As required by Minnesota law with an “all states” endorsement	
Employer’s Liability	Per Occurrence	\$2,000,000.00
Independent Contractor’s protective coverage liability:		
Bodily Injury:	Per Occurrence	\$2,000,000.00
Property Damage	Per Occurrence	\$2,000,000.00
Products and completed operations coverage to be kept in place for the duration of any contract guarantee period:		
Bodily Injury	Per Occurrence	\$2,000,000.00
Property Damage	Per Occurrence	\$2,000,000.00
Comprehensive General Liability, Premises and Operations:		
Bodily Injury	Per Occurrence	\$2,000,000.00
Comprehensive General Liability, Property Damage and Bodily Injury:		
	Per Occurrence	\$2,000,000.00
Products – Completed Operations	Per Occurrence	\$2,000,000.00
Fire Legal Liability	Each Occurrence	\$100,000.00
Medical Expense:		\$5,000.00
Contractual Liability covering		

customary Construction Contract and subcontract indemnity provisions: Bodily Injury	Per Occurrence	\$2,000,000.00
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Contractual Liability covering customary Construction Contract and subcontract indemnity provisions: Property Damage	Per Occurrence	\$2,000,000.00
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Comprehensive Automobile Liability Combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles).		\$2,000,000.00
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Property Damage	Per Occurrence	\$2,000,000.00
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“All Risk” Builder’s Risk Insurance		Completed Value Form
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- h) Property Insurance: Contractor shall provide “All Risk” builder’s risk insurance under a completed value form on all work on the Project, including foundations, permanent fixtures and attachments, machinery and equipment included in or installed under the Contract, debris removal, architects’ and engineer’s fees, temporary structures, materials, equipment and supplies of all kinds located on the Project, to the full replacement value thereof, except that such policy may provide for a deductible amount not to exceed \$25,000.00 per occurrence. Said insurance shall be endorsed to provide consent for occupancy of the Project and shall be maintained in effect until permanent property coverage is in force. Such insurance shall be written in the names of Contractor, any subcontractor and Owner, as their interests may appear. Contractor, all subcontractors, and suppliers waive all rights against Owner for damages caused by fire or insured perils, except such rights as are set forth hereunder to the proceeds of such insurance payable in the event of such loss.
- i) Public Liability Insurance: Public Liability Insurance written on an “occurrence” basis under Comprehensive General Liability Form with “Broad Form” property damage liability coverage, with the XCU exclusion removed, in limits specified in paragraph (g) above. Contractor shall require such liability coverage from all subcontractors unless they are insured under the Contractor’s policies. Certificates evidencing such coverage obtained by any subcontractor shall be provided to Owner and Engineer/Architect.
- j) General Liability: Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this section or required by law.
- k) Commercial General Liability: The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products- completed

operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

- l) Claim Form: Contractor shall obtain and provide to Owner, with the Certificate of Insurance, a Claim Form for use by parties with claims against Contractor arising out of the performance of work by Contractor under the Contract with Owner.
- m) Primary Policies. All policies shall be primary and non-contributory.
- n) Deductible Responsibilities. It shall be Contractor's responsibility to pay any retention or deductible for the coverages required herein.
- o) Insurance Company Rating. Contractor shall maintain in effective all insurance coverages required under this section at Contractor's sole expense and with insurance companies licensed to do business in the state of Minnesota and having a current A.M. best rating of no less than A-, unless specifically accepted by Owner in writing.

NOTICE OF AWARD

Dated: (A) , _____

TO: (B)

ADDRESS: _____

PROJECT/CONTRACT: (C)

You are notified that your Bid dated _____, _____, for the above Contract has been considered. You are the apparent successful Bidder and have been conditionally awarded the contract for (D) .

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your contract is (E)
_____ Dollars (\$ _____).

Three copies of the proposed Construction Contract accompany this Notice of Award.

You must comply with the following by (F) , _____ (15 calendar days after the date of this Notice):

1. You must deliver to the Owner three fully executed copies of the Construction Contract.
2. You must deliver with the three (3) copies of the executed Construction Contract, a Payment Bond and Performance Bond as specified in the Instructions to Bidders.
3. You must deliver to the Owner a Certificate of Insurance, Endorsements and Insurance Claim Form as specified in the Instructions to Bidders.
4. Other Conditions: (G)

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) calendar days after you comply with the above conditions, Owner will return to you one fully signed copy of the Construction Contract.

Within ten (10) calendar days after the Construction Contract is returned to you, except as provided in the Contract Documents, a Notice to Proceed will be issued to you.

CITY OF HERMANTOWN

By: _____
(Authorized Signature)

_____(H)_____
(Title)

(Date)

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Receipt of the above Notice of Award is hereby acknowledged by:

(Contractor)

By: _____
(Authorized Signature)

(Title)

(Date)

NOTICE TO PROCEED

Dated (I), _____

TO: (J)

ADDRESS: _____

PROJECT/CONTRACT: (K) in the City of Hermantown.

You are notified that The Contract Times under the above CONTRACT will commence to run on (L), _____. By that date, you are to start performing your obligations under the CONTRACT. In accordance with the CONTRACT date of completion for all work is (M), _____.

Before you may start any Work at the site, you must deliver to the OWNER (with copies to ENGINEER) a payment bond, performance bond and certificate of insurance in accordance with the CONTRACT DOCUMENTS.

Also before you may start any WORK at the site, you must: (Add other requirements) (N)

CITY OF HERMANTOWN

By: (O)
(Authorized Signature)

(Title)

(Date)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

(Contractor)

By: _____
(Authorized Signature)

(Title)

(Date)

BID FORM

BID DATE: March 10th, 2022

BID TIME: 10:00 A.M. Local Time

LOCATION: Hermantown City Hall, 5105 Maple Grove Road, Hermantown, MN 55811

Proposal of : _____
 (hereinafter called "Bidder"), organized and existing under the laws of the State of _____
 doing business as _____.
(Insert "a corporation", "a partnership", "a limited liability company" or "an individual" as applicable)

for City of Hermantown hereinafter called "OWNER". In compliance with your ADVERTISEMENT FOR BIDS and INSTRUCTIONS TO BIDDERS, Bidder hereby proposes to perform all WORK as specified in the CONTRACT DOCUMENTS in strict accordance with the CONTRACT DOCUMENTS within the time set forth therein, and at the Unit Prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certified as to such Bidder's own organization, that this Bid has been arrived at independently, without consultation, communication, collusion or fraud, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor or with the Engineer or any representative of Owner.

Bidder hereby agrees to commence WORK under the Contract Documents on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the WORK in accordance with the following completion date schedule.

COMPLETION DATE SCHEDULE: Work shall be substantially completed within the listed number of consecutive calendar days from the date of NOTICE TO PROCEED or by Completion Date stated:

Project Description	Completion Date
Furnishing non-pit set module transceivers, furnishing a fixed network system, providing a service area propagation study, and installing the fixed network system.	August 2023

Bidder further agrees to pay as liquidated damages the sum of \$500.00 dollars for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following ADDENDUM:

Number	Date

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the bid booklet to perform and furnish all Work described in the bid booklet for the sum of \$_____ which includes sales tax and all other applicable taxes and fees and within the time indicated in this Bid and the bid booklet and in accordance with the other terms and conditions of the bid booklet

Hermantown, Minnesota **ADVANCED METERING INFRASTRUCTURE (AMI) FOR WATER METERS**

Accompanying this Bid is a BID BOND or certified check in an amount which is at least five percent (5%) of the Total Base Bid made payable to the OWNER and the same is subject to forfeiture in the event of default on the part of the Bidder or failure on the part of the Bidder to execute the Contract and provide the requested payment bond, performance bond, certificate of insurance and endorsement to insurance policy(ies) within the times as stated in the CONTRACT DOCUMENTS.

It is understood that Bids may not be withdrawn for a period of sixty (60) days from the date of the Bid opening. It is further understood that the OWNER reserves the right to retain the Bid Security until the Contract is executed between the OWNER and the successful Bidder.

In submitting this Bid, it is agreed that the OWNER retains the right to reject any and all Bids and to waive irregularities and informalities therein, and to adjourn any meetings to a later date for the purpose of further consideration of the Bids and taking action thereon, and to award the Contract to the Bidder that will serve the best interests of the OWNER.

The undersigned, being familiar with all local conditions and having made all necessary field investigations and being familiar with all other factors affecting the conditions and cost for the WORK, hereby proposes to furnish all labor, materials, equipment, tools, skills and all else necessary to complete the WORK in accordance with the Contract Documents and the plans and specifications prepared for the work by _____.
(Insert "a corporation", "a partnership", "a limited liability company"
or "an individual" as applicable)

Signature

Title

Printed Name

Street Address (Must be served by
U.S. Postal Service)

Legal Name of Bidding Entity

City, State and Zip Code

State of Incorporation or Organization

Telephone Number

Date

Facsimile Number

E-mail Address

CONSTRUCTION CONTRACT

THIS AGREEMENT, dated the ___ day of _____, 20___, by and between the **City of Hermantown**, whose address is 5105 Maple Grove Road, Hermantown, Minnesota 55811 (hereinafter called the “Owner”), and _____, whose address is _____ (hereinafter called the “Contractor”).

WITNESSETH:

WHEREAS, the Owner intends to **“Advanced Metering Infrastructure (AMI) for Water Meters”** (“Project”) in St. Louis County, Minnesota, as more particularly described in Plans, Specifications and Drawings prepared by Northland Consulting Engineers LLP, (engineer), and

WHEREAS, Contractor desires to construct such Project and perform the related work in accordance with its bid (“Bid”) made on **March 17th, 2022**.

NOW, THEREFORE, the Owner and the Contractor, for the consideration hereinafter set forth, agree as follows:

ARTICLE I SCOPE OF CONTRACT

1.1 **The Contract**. The Contract between the parties consists of this Construction Contract, and the items more specifically described on Exhibit A attached hereto all of which documents have been executed or approved in writing by both parties, and are hereafter collectively called the “Contract Documents.” The provisions of this Construction Contract take precedence over any inconsistent provision in any of the other Contract Documents. This Contract constitutes the entire agreement between the parties and any previously existing contract concerning the work contemplated by the Contract Documents or otherwise is hereby revoked.

1.2 **Work to be Performed**. The Contractor shall construct the Project in accordance with the Contract Documents (“Work”).

1.3 **Identity of Engineer**. The Plans/Drawings and Specifications have been prepared by engineer/architect. The Inspecting Engineer/Architect for the administration of the Construction Documents is the engineer/architect.

1.4 **Master Drawings and Specifications**. A master set of the Plans/Drawings and Specifications initialed by the parties hereto and by the engineer/architect have been placed on file with the City Clerk of the Owner, and such master set, as amended from time to time pursuant to Section 1.5 hereof, shall govern in all matters which arise with respect to the Plans/Drawings and Specifications.

1.5 **Changes in Contract Documents**. All changes in the Plans/Drawings and Specifications or any terms of the Contract Documents, or orders for extra work or changes by

altering or adding to the Work must be approved by the City Council of Owner and placed on file with the Owner. Any changes in the Plans/Drawings and Specifications or orders for extra work, or changes by altering or adding to or eliminating any of such Work which will result in any net construction cost increase or decrease, or will change the Project design concept, may be effected only with the prior approval of the City Council of Owner. For purposes of this Section 1.5, the net construction cost for any such changes shall include costs and expenses of labor, materials for construction, equipment and fixtures, field engineering, sales taxes, workers' compensation insurance, social security taxes, general liability insurance and other necessary approvals, job overhead and all other expenses directly connected with the construction of such changes, but excluding kickbacks, rebates, discounts, penalties or fines received or receivable, or paid or payable, in connection with such changes, and excluding any return on or cost of the Contractor's working capital. No changes, additions or alterations may be made to this Construction Contract without the prior written approval of the City Council of Owner. NO COMPENSATION WILL BE PAID TO CONTRACTOR FOR ANY CHANGE IN THE CONTRACT DOCUMENTS UNLESS SUCH CHANGE IS APPROVED PRIOR TO SUCH CHANGE BEING MADE BY THE CITY COUNCIL OF OWNER.

1.6 Payment for Changes. Charges or credits for work covered by a change approved by the City Council of Owner under Section 1.5 hereof shall be determined by the unit bid prices contained in the Bid Proposal of Contractor. Contractor agrees that the provisions of this Section 1.6 are intended to be the provisions referred to under the first Paragraph of Section 1903 of the 1988 Edition of the Minnesota Department of Transportation Standard Specifications for Construction and the 1991 Supplement thereto (collectively "MNDOT Standard Specifications") and accordingly, the provisions of the second paragraph of Section 1903 of the MNDOT Standard Specifications are not applicable. NO PAYMENT FOR ANY CHANGE WILL BE PAID TO CONTRACTOR UNLESS SUCH CHANGE IS APPROVED PRIOR TO SUCH CHANGE BEING MADE BY THE CITY COUNCIL OF OWNER.

ARTICLE II TIME

2.1 Commencement of the Work and Substantial Completion. The Work shall be completed in accordance with the Contract Documents to the satisfaction of the engineer/architect and the Owner within the periods set forth in the Contract Documents ("**August 2023**"). The date by which the Work shall be completed may be extended by Change Order only with the prior approval of the City Council of Owner.

The date of Completion as used herein shall be the date that the engineer/architect and the Owner determine in writing that the Work has been completed to the Owner's satisfaction and as required by the Specifications.

2.2 Guarantee, Special Guarantees, Assignment of Warranties and Latent Defect Guarantee. The Contractor hereby agrees to correct any defects due to faulty materials or workmanship which exist within one (1) year from the Date of Completion at no expense to Owner. Notwithstanding anything contained herein to the contrary, the Contractor makes the following

additional special guarantees, and agrees to correct any defects in materials or workmanship in the following items during the period specified:

2.2.1 Contractor shall replace, at no expense to Owner, all grass or landscaping in the Project which become seriously diseased or die within two (2) years from the Date of Completion or planting, whichever last occurs.

2.2.2 The Contractor shall assign to the Owner all warranties received by the Contractor on items incorporated in the Project, provided, however, that such assignment shall not release Contractor from the warranties and guarantees contained in this Section 2.2.

2.3 Responsibility for Heat, Utilities and Insurance. Contractor agrees to supply all heat, gas, electrical water and sewer services to the Project necessary to complete the Work in accordance with the Contract Documents, and to keep in effect from the inception of construction or such other time as the Owner may require, the insurance required by Article VI of this Construction Contract.

2.4 Time of Completion of Work. The Work shall have been deemed to have been completed as of the date of the final inspection or reinspection, if, upon such inspection or reinspection, the Owner and engineer/architect find in writing that the Work is completed to the Owner's and engineer/architect's satisfaction, and as required by the Plans and Specifications and that no further portion of the Work remains to be done at the site. It is specifically agreed that completion shall be deemed to have occurred, if, in the Owner's and engineer/architect's opinions, all portions of the Work have been completed on the site to the Owner's and engineer/architect's satisfaction and as required by the Plans and Specifications.

2.5 Liquidated Damages for Failure to Complete Construction. Contractor shall pay to Owner the sum of One Thousand and No/100 Dollars (\$1,000.00) per calendar day as liquidated damages for each calendar day that the completion of the construction of the Project is delayed beyond the Required Completion Date. In addition, in such event, the Contractor shall pay within 15 days after being invoiced by Owner for such costs, all engineering costs and administrative costs, including attorneys' fees, incurred in connection with the administration and enforcement of this Contract and the Work after the Required Completion Date. Contractor acknowledges that Owner will incur substantial additional direct and indirect costs, including added traffic control costs, planning costs, road cleaning costs and costs of providing health and safety precautions and protections that are very difficult to quantify if Contractor does not complete Project strictly in accordance with the Plans and Specifications as required by Section 2.1 hereof. Therefore, Contractor has agreed to pay liquidated damages in the aforesaid amount to the Owner if it does not fulfill its obligations to the Owner with respect to the construction of the Project by the Required Completion Date. Contractor agrees that the amount of liquidated damages has been determined as a result of good faith negotiations between Owner and Contractor and represents the parties' agreement with respect to the quantification of the damages to be sustained by the Owner as a result of a failure by Contractor to complete the Project by the Required Completion Date.

**ARTICLE III
CONTRACT SUM AND PAYMENTS**

3.1 Unit Price Contract. Subject to the provisions of Contract Documents and assuming the engineer's estimates of quantities are the actual quantities, the Owner shall pay to the Contractor, for the performance of the Work hereunder, a total contract sum of amount Dollars (_____) ("Total Contract Sum"). The Total Contract Sum shall be increased or decreased by the Owner only as provided in Section 1.5 hereof, but may, by virtue of this Contract being a unit price contract, be increased or decreased to reflect actual quantities being more or less than the engineer's estimate.

3.2 Application for Payment for Work. Not to exceed once each month after the commencement of the Work, the Contractor shall make, on days to be reasonably designated by the Owner, a monthly request to the Owner for payment for Work done during the preceding month. This request will be prepared initially by the engineer/architect and approved by the Contractor before being submitted to the Owner. Upon written approval of the Owner and the engineer/architect and compliance with the Contract Documents, the Contractor shall be entitled to payment thereon in an amount equal to (a) the total value of classes of the Work acceptably completed, plus (b) the value of materials and equipment not incorporated in the Work, but delivered and suitably stored in a manner acceptable to the Owner, less five percent (5%) thereof and less prior payments. Notwithstanding the above, no advances for materials stored on or off the site will be made unless the Contractor shall have notified the Owner of its intention to so store materials and shall have secured the Owner's permission to do so prior to the delivery of such materials. The Contractor agrees that no materials or equipment required by the Specifications will be purchased under a conditional sales contract or with the use of any security agreement or other vendor's title or lien retention instrument. Contractor acknowledges and agrees that no payment will be made unless approved by the City Council of Owner at a regular meeting thereof and that a request for payment must be made at least two weeks in advance of a regular meeting in order for it to be considered at such meeting. If payment is approved at such meeting, Owner will pay the amount approved to Contractor within 15 business days of such approval.

3.3 Retainage. For the purposes of this section, "substantial completion" shall mean the date when construction is sufficiently completed so that the Owner can occupy or use the improvement for the intended purpose, consistent with Minn. Stat. §541.051, subd. 1(a). For streets, highways, and bridges, "substantial completion" is defined as the date when construction related traffic devices and ongoing inspections are no longer required.

3.3.1 Retainage Release Date. Retainage must be released no later than 60 days after substantial completion of the Work, subject to the terms of this Section 3.3. If Owner reduces the amount of retainage, the Contractor must reduce retained for any subcontractors at the same rate.

3.3.2 Contractor must pay all remaining retainage to its subcontractors no later than ten (10) days after receiving payment of retainage from Owner, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the Contractor must pay out retainage to any subcontractor whose work is not

involved in the dispute and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

3.3.3 Upon written request of a subcontractor, Owner shall notify the subcontractor of a progress payment, retainage payment or final payment made to the Contractor.

3.4 Allowable Withholdings. Payments may be withheld or reduced by the Owner, if in the Owner's determination, the work is not proceeding in accordance with the Contract Documents.

3.4.1 After substantial completion, allowable withholdings are (1) 250% of the cost to correct or complete work known at the time of substantial completion, and (2) the greater of Five Hundred and No/100 Dollars (\$500.00) or one percent (1%) of the Total Contract Sum for "final paperwork." "Final paperwork" is defined as documents required to fulfill contractual obligations including, but not limited to, operation manuals, payroll documents for projects subject to prevailing wage requirements, and the withholding exemption certificate required by Minn. Stat. § 270C.66 and any other certificates required by applicable law. If any payment is withheld for these reasons, a written statement must be promptly provided to the Contractor, including the amount and basis of withholding. Withheld funds must be paid within sixty (60) days after completion of the work or submission of final paperwork.

3.5 Retainage for Warranty Work Prohibited. Withholding retainage for warranty work is prohibited. This provision does not waive any rights to warranty claims.

3.6 Construction Projects Funded State or Federal Aid. Notwithstanding anything to the contrary contained herein, the portion of a construction project funded by federal or state aid is only required to be paid when the federal or state aid has been received by Owner.

3.7 Final Payment. The balance due the Contractor hereunder, including the 5% retainage provided by Section 3.2 hereof, shall be payable after the Owner, by resolution of the its City Council, determines the Contractor shall have obtained or caused to occur the following:

- 3.7.1 Completion of the Work, as defined in Section 2.1 and 2.4; and
- 3.7.2 Inspection and approval of the Work hereunder, by the engineer/architect; and
- 3.7.3 Final resolution of all claims for damages made with respect to work performed by Contractor under this Agreement, and
- 3.7.4 Approval by the Owner of the Contractor's final application for payment.

**ARTICLE IV
RECEIPTS AND RELEASES OF LIENS**

4.1 Contractor's Affidavit and Acknowledgement of Payment. With each application for payment for work, the Contractor shall furnish the names of each subcontractor utilized in connection with such Work and of each person furnishing labor or materials therefor, and the amounts due or to become due to such subcontractors, laborers and persons for Work done and materials furnished to the date of the current application for payment, and certifying that all subcontractors, laborers and materialmen have been fully paid to the date covered by the last payment for Work done. Contractor shall attach to each request for payment acknowledgements of payment to the date of the current application for payment from all subcontractors and materialmen performing any portion of the Work covered such request for payment and waivers of lien to the date of the Current request for payment for Work performed by such subcontractors and the Contractor and for which payment is requested. Concurrently with the final application for payment, the Contractor shall submit an affidavit listing all subcontractors and materialmen and certifying that there are no outstanding liens, claims or demands with respect to the Project by subcontractors, materialmen, laborers, other employees or any other third persons. The Contractor also shall furnish waivers or releases of liens from the Contractor and all subcontractors and materialmen for all work performed and materials furnished hereunder.

4.2 Satisfaction of Mechanics' Liens and Other Claims. If any mechanics' lien or other liens or claims shall be filed or maintained against the Project for or on account of any Work under the Contract in furtherance of the erection, construction or completion of the Work, it shall be the obligation of the Contractor to make provision satisfactory to the Owner for, the contest or satisfaction of such liens and/or claims prior to any further payment hereunder.

**ARTICLE V
REQUIREMENTS OF CONTRACTOR**

5.1 Building Permits, Tools, Notices, Compliance with Laws, Etc. The Contractor shall furnish, at its own expense, all building and other permits, licenses, tools, equipment and temporary structures necessary for the construction of the Project. The Contractor shall give all required notices and shall comply with all applicable codes, laws, ordinances, rules and regulations of the National Board of Fire Underwriters, wherever applicable. The Contractor shall notify immediately the Owner of the delivery of all permits, licenses, certificates of inspection, certificates of occupancy and any other such certificates and instruments required by law, regardless of to whom issued, and shall cause them to be displayed to the Owner upon its request.

5.2 Errors in Plans/Drawings and Specifications. If the Contractor observes that the Plans/Drawings and Specifications are at variance with any applicable codes, laws, ordinances, rules or regulations, or protective covenants, it shall notify promptly the engineer/architect and the Owner in writing, and any necessary changes shall be made as provided in the Contract Documents for changes in the Plans/Drawings and Specifications. If the Contractor performs any work knowing it to be contrary to such codes, laws, ordinances, rules or regulations, or protective covenants, without giving notice to the engineer/architect and Owner, the Contractor shall bear all cost arising therefrom, including the cost of correcting any such work.

5.3 Maintenance of Landscaping. In addition to the warranty for grass and landscaping provided in Section 2.2 herein, the Contractor shall assume full responsibility for the maintenance of all grass and landscaping required by the Plans/Drawings and Specifications until the Date of Completion.

5.4 Representations of Contractor. The Contractor represents and warrants to the Owner that (a) the Contractor is financially solvent, able to pay its debts as they mature and is possessed of sufficient working capital to complete this Construction Contract, that it is able to furnish the plant, tools, materials, supplies, equipment and labor and is experienced in and competent to perform the Work, and that it is qualified to do the Work and is authorized to do business in the State of Minnesota, and (b) the Contractor holds all licenses, permits or other special licenses necessary to perform the services included in this Construction Contract, as required by any applicable law. The warranties in this Contract shall not limit or exclude any other warranties, express or implied, which arise by operation of law or under any Contract Documents.

5.5 Soils. It is understood that Owner may have supplied Contractor with certain reports of soil test borings which have been made on the Project site. Contractor acknowledges that it has reviewed such reports and agrees that no allowances or adjustment will be made in the Total Contract Sum by reason of conditions below the surface of the ground which such reports disclose or which Contractor should reasonably discover upon reviewing the same. If no soil reports are provided by Owner, Contractor agrees that it will be responsible for determining on its own the soil condition of the Project and that no allowance or adjustment will be made in the Total Contract Sum by reason of conditions below the surface of the ground.

5.6 Completion Schedule. The Contractor agrees that it will turn over to the Owner, for use by Owner, the Project on the Date of Completion. The Contractor also agrees that it will diligently complete the Project and will not unreasonably delay the completion of the Project

5.7 Examination of Documents. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including any “technical data”.

5.8 Site Inspection. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.9 Familiar with Regulation. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

5.10 Subsurface Conditions. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor’s purposes. Contractor acknowledges that Owner and

engineer/architect do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to subsurface conditions at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site of the Work or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.11 Nature of Work Understood. Contractor is aware of the general nature of work to be performed by Owner and others at the site of the Work that relates to the Work as indicated in the Contract Documents.

5.12 Conflicts in Documents. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by engineer/architect is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.13 Minnesota Contractors and Subcontractors. If a non-Minnesota Contractor or subcontractor enters into a Contract for this Project, and the total amount of the Contract for this Project is greater than \$50,000.00, the non-Minnesota Contractor or subcontractor will be required to file Form SD-E Minnesota Department of Revenue/Exemption from Surety Deposits for Non-Minnesota Contractors and provide any required surety deposit prior to executing the Contract for this Project.

Contractor shall comply with the provisions of Minnesota Statutes Section 471.425 Subd. 4a. Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from Owner for undisputed services provided by the subcontractor. Contractor shall pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. Contractor shall pay the actual interest or \$10, whichever is greater, for an unpaid balance of \$100 or more. Contractor shall pay the subcontractor the actual interest for an unpaid balance of less than \$100.

5.14 Withholding Affidavit for Contractors. Attached herein is a copy of the Minnesota Department of Revenue Withholding Affidavit for Contractors, Form IC-134. The successful bidder entering into a Contract with the Owner will be required to file Form IC-134 with the State of Minnesota and provide the Owner with a copy of the completed form certified by the State of Minnesota before final payment can be issued by the Owner.

Copies of completed Form IC-134 will be required from the CONTRACTOR and all subcontractors supplying labor and materials for the Project.

5.16 American Made Steel. In conformance with the provisions of the U.S. Code of Federal Regulations 23CFR635.410, the Contractor will furnish and use only steel and iron materials that have been melted and manufactured in the United States. Foreign source materials are any domestic products taken out of the United States for any process (e.g. change of chemical content, permanent shape or size, or final finish of product).

All work must use domestic iron and steel, which includes the application of the coating, except where the cost of iron and steel materials incorporated in the work does not exceed one-tenth of one percent of the total Contract cost or \$2,500.00, whichever is greater. The Owner and City may approve the use of foreign iron and steel materials for particular Contract items, provided the Contractor submits a request identifying the foreign source iron and/or steel product(s) and the estimated invoice cost of the product(s) for one or more Contract bid items. The Contractor shall submit a "Request for Foreign Iron or Steel Materials" form for each request for use of foreign steel and/or iron. **If the Contractor chooses to use ANY non-domestic iron or steel, the Contractor must submit a request regarding such non-domestic steel before it may use such non-domestic steel.** The Contractor shall satisfy its obligations under this Section by submitting, prior to performing work, to the Engineer a certification stating that all iron and steel items supplied are domestic origin, except for non-domestic iron and steel, specifically stipulated and permitted in accordance with the paragraph above. **[Optional Paragraph]**

5.17 Repair of Streets. Contractor agrees to make repairs to public streets that may become damaged due to use of the road for hauling of materials, or due to the Contractor's construction practices. Contractor shall repair such damage in a manner as so that it is acceptable by the City Engineer. Any pavement repairs shall be completed prior to final acceptance of any public improvements.

5.18 Responsible Contractor. Contractor shall comply with the provisions of Minnesota Statutes §16C.285, commonly known as the Responsible Contractor Law.

5.19 Affidavit of Non-Collusion. Each bidder shall submit and affidavit of non collusion in the form included in these instructions for bidders.

ARTICLE VI INSURANCE

The Contractor shall not commence work under this contract until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on any subcontract until the insurance required of the subcontractor has been obtained and approved.

- a) Compensation Insurance: The Contractor and each subcontractor shall procure and shall maintain during the term of the contract Worker's Compensation Insurance as required by applicable Minnesota law for all employees to be engaged in work at the site of the Project. In case any class of employees engaged in hazardous work on the Project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such employees as are not otherwise protected. Contractor shall maintain "stop gap" coverage if

Contractor obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.

- b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the term of the Contract Contractor's Property Damage Insurance and Vehicle Liability Insurance and Contractor's Public Liability Insurance in the amounts specified in Paragraphs (g), (h) and (i) below.
- c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each subcontractor to procure and to maintain during the life of any subcontract, subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Paragraphs (g), (h) and (i) below, or (2) insure the activities of the subcontractors in Contractor's policy, specified in Paragraph (b) above.
- d) Scope of Insurance and Special Hazards: The insurance required under Paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and the subcontractors, respectively against damage claims which may arise from operations under this contract, whether such operations be by the insured or by any one directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in Paragraph (g) below.
- e) Indemnification. The Contractor shall indemnify and save harmless the Owner from all claims and actions of any kind arising from, or incidental to the performance of the Contract and expenses incidental to such claims and actions, including attorneys' fees, and shall assume without expense to the Owner, the defense of any such claims or actions. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the Owner (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Owner, its agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the Owner may require Contractor to:

- ii. Furnish and pay for a surety bond, satisfactory to the Owner, guaranteeing performance of the indemnity obligation; or
- ii. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the Owner within fifteen (15) days of receiving notice from the Owner.

f) Proof of Insurance: The Contractor shall furnish the Owner with a certificate showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall contain substantially the following statement: “The insurance covered by this certificate will not be canceled, materially altered, or not renewed, except after thirty (30) days written notice or ten (10 days) for non-payment of premium, has been received by the Owner.” Owner is to be named as an additional insured on such Certificate and not merely as a Certificate holder. Contractor must provide Owner with appropriate endorsements to its policy(ies) of insurance reflecting the status of Owner as an additional insured and requiring that the foregoing notice of cancellation, material alteration or non-renewal be provided to owner by the insurance company providing such insurance policy(ies) to Contractor. In addition, all policies shall contain a waiver of subrogation in favor of Owner. All policies shall apply on a “per project” basis. Contractor agrees to maintain all coverage required herein throughout the term of the Contract and for a minimum of two (2) years following Owner's written acceptance of the Contract.

g) Limits of Insurance:

Worker’s Compensation:	As required by Minnesota law with an “all states” endorsement	
Employer’s Liability	Each Accident	\$500,000.00
	Disease Policy Limit	\$500,000.00
	Disease Each Employee	\$500,000.00
Independent Contractor’s protective coverage liability:		
Bodily Injury:	Each Person	\$2,000,000.00
	Aggregate	\$2,000,000.00
Property Damage	Each Accident	\$2,000,000.00
Products and completed operations coverage to be kept in place for the duration of any contract guarantee period:		
Bodily Injury	Each Person	\$2,000,000.00
	Aggregate	\$2,000,000.00
Property Damage	Each Accident	\$2,000,000.00
Comprehensive General Liability, Premises and Operations:		
Bodily Injury	Each Person	\$2,000,000.00
	Aggregate	\$2,000,000.00
Comprehensive General Liability, Property Damage and Bodily Injury:		
General Aggregate:	Each Accident	\$2,000,000.00
		\$2,000,000.00

Products – Completed Operations Aggregate:		\$2,000,000.00
Fire Legal Liability	Each Occurrence	\$100,000.00
Medical Expense:		\$5,000.00

Contractual Liability covering customary Construction Contract and subcontract indemnity provisions:		
Bodily Injury	Each Person	\$2,000,000.00
	Aggregate	\$2,000,000.00

Contractual Liability covering customary Construction Contract and subcontract indemnity provisions:		
Property Damage	Each Accident	\$2,000,000.00

Comprehensive Automobile Liability		\$2,000,000.00
Combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles).		

Property Damage	Each Accident	\$2,000,000.00
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Umbrella or Excess Liability		\$2,000,000.00
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“All Risk” Builder’s Risk Insurance Completed Value Form

- h) Property Insurance: Contractor shall provide “All Risk” builder’s risk insurance under a completed value form on all work on the Project, including foundations, permanent fixtures and attachments, machinery and equipment included in or installed under the Contract, debris removal, architects’ and engineer’s fees, temporary structures, materials, equipment and supplies of all kinds located on the Project, to the full replacement value thereof, except that such policy may provide for a deductible amount not to exceed \$25,000.00 per occurrence. Said insurance shall be endorsed to provide consent for occupancy of the Project and shall be maintained in effect until permanent property coverage is in force. Such insurance shall be written in the names of Contractor, any subcontractor and Owner, as their interests may appear. Contractor, all subcontractors, and suppliers waive all rights against Owner for damages caused by fire or insured perils, except such rights as are set forth hereunder to the proceeds of such insurance payable in the event of such loss.
- i) Public Liability Insurance: Public Liability Insurance written on an “occurrence” basis under Comprehensive General Liability Form with “Broad Form” property damage liability coverage, with the XCU exclusion removed, in limits specified in paragraph (g) above. Contractor shall require such liability coverage from all subcontractors unless they are insured under the Contractor’s policies. Certificates evidencing such coverage obtained by any subcontractor shall be provided to Owner and Engineer/Architect.
- j) General Liability: Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by

Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this section, or required by law.

- k) Commercial General Liability: The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
- l) Claim Form: Contractor shall obtain and provide to Owner, with the Certificate of Insurance, a Claim Form for use by parties with claims against Contractor arising out of the performance of work by Contractor under the Contract with Owner.
- m) Primary Policies. All policies shall be primary and non-contributory.
- n) Deductible Responsibilities. It shall be Contractor's responsibility to pay any retention or deductible for the coverages required herein.
- o) Insurance Company Rating. Contractor shall maintain in effective all insurance coverages required under this section at Contractor's sole expense and with insurance companies licensed to do business in the state of Minnesota and having a current A.M. best rating of no less than A-, unless specifically accepted by Owner in writing.

ARTICLE VII ASSIGNMENTS, SUBCONTRACTS AND TERMINATION

7.1 Contract Not Assignable. This Construction Contract shall not be assignable by Contractor without the prior written consent of the Owner.

7.2 Subcontracts. The Contractor shall not subcontract all or any portion of the Work or obtain materials or equipment without the prior written consent of the Owner and engineer/architect. The Contractor shall provide to Owner and the engineer/architect at the preconstruction conference a list of subcontractors, materialmen and equipment suppliers proposed to be used by Contractor in connection with the performance of the Work, along with a copy of any subcontracts between the Contractor and any subcontractor, materialmen or equipment supplier. The Contractor shall submit to the Owner and engineer/architect the names of the subcontractors to whom the Contractor proposes to subcontract any part of the Work, or who will provide materials or equipment to perform the Work, together with such information as to the qualifications and ability of such proposed subcontractors to perform the Work or supply such materials or equipment satisfactorily as the Owner or engineer/architect may request. The Contractor shall not subcontract any Work to a subcontractor or purchase any materials or obtain any equipment from any person with regard to which the Contractor has received written notice of objection from the Owner or engineer/architect provided that such notice of objection must be received by the Contractor within ten (10) days of the receipt by the Owner or engineer/architect of such subcontractor's, materialmen's or equipment supplier's name and qualifications. Owner

or engineer/architect may object to any subcontractor, materialmen or equipment supplier with or without cause. Contractor shall provide the Owner and engineer/architect with a copy of the signed, final subcontract between Contractor and approved subcontractor, materialman or equipment supplier before any work, material or equipment is supplied by such person to the Project. The Contractor shall not make any substitutions for any subcontractor, materialman or equipment supplier, or person or organization who has been accepted by the Owner and the engineer/architect, unless the substitution is accepted in writing by the Owner and the engineer/architect. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, materialmen and equipment suppliers as the Contractor is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall cause and require provisions to be included in all subcontracts for any part of the Work or material or equipment, binding the subcontractors, materialmen and equipment suppliers to comply with the terms of the Contract Documents insofar as applicable to the Work of such subcontractors, the material or such materialmen, or the equipment supplied by such equipment suppliers. Without limiting the generality of the foregoing, any approved subcontractor, materialmen or equipment supplier shall provide Owner and the engineer/architect the following items before performing any work on the Project:

7.2.1 A Certificate of Insurance that satisfies the requirements of this Agreement.

7.2.2 An insurance claim form that satisfies the requirements of this Agreement.

7.2.3 A certified list of the names and addresses of all laborers and materialmen who will provide labor or material to subcontractor in connection with the performance of work by the subcontractor in connection with this Project.

7.3 Subcontractors to be Obligated to Owner. The Contractor shall cause and require to be included in all subcontracts a provision for the benefit of the Owner binding the subcontractors, materialmen and equipment suppliers to remain bound by the subcontracts in the event the Contractor is replaced by another Contractor.

7.4 Disclosure of Materialmen and Equipment Supplies. The Contractor shall disclose to the Owner, prior to the preconstruction conference and thereafter within 5 days after request by Owner, the names of all persons with whom the Contractor desires to contract, from time to time, with respect to materials and equipment to be furnished for the Work hereunder. The provisions of Section 7.2 are applicable to such materialmen and equipment suppliers.

7.5 Prompt Payment to Subcontractors. Contractor shall comply with the provisions of Minnesota Statutes Section 471.425 Subd. 4a. Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from Owner for undisputed services provided by the subcontractor. Contractor shall pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. Contractor shall pay the actual interest or \$10, whichever is greater, for an unpaid balance of \$100 or more. Contractor shall pay the subcontractor the actual interest for an unpaid balance of less than \$100.

**ARTICLE VIII
TERMINATION OF THE CONTRACT**

In the event that:

8.1 The Contractor or any subcontractor, materialman or equipment supplier is adjudged a bankrupt;

8.2 The Contractor or any subcontractor, materialman or equipment supplier makes a general assignment for the benefit of his creditors;

8.3 A receiver is appointed for the Contractor or any subcontractor, materialman or equipment supplier;

8.4 The Contractor or any subcontractor, materialman or equipment supplier refuses or fails to supply properly skilled workmen or proper materials sufficient to perform the Work in accordance with the Contract Documents, including particularly the time and scheduling provisions thereof;

8.5 The Contractor or any subcontractor, materialman or equipment supplier incorporates defective, faulty or inferior workmanship or materials into the Work;

8.6 The Contractor or any subcontractor, materialman or equipment supplier fails to make prompt payment to subcontractors or for materials or labor;

8.7 The Contractor or any subcontractor, materialman or equipment supplier disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or

8.8 The Contractor or any subcontractor, materialman, or equipment supplier otherwise violates any provisions of the Contract Documents;

then the Owner may terminate the employment of the Contractor with respect to all or any part of the Project and take possession of the portion of the Project site for which the Contract was terminated and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and the Owner may complete the Work by whatever method it may deem expedient. Any such termination of the employment of the Contractor by the Owner as aforesaid shall be without prejudice to any other right or remedy of the Owner and shall be effective only after the Owner shall have given the Contractor three (3) days' written notice of the Owner's intention to terminate the employment of the Contractor in whole or in part.

In the event of the termination of the employment of the Contractor pursuant to this Section, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the cost of completing the Work, including compensation for any additional services of the engineer/architect, exceed the unpaid balance of the Total Contract Sum, the Contractor and Contractor's surety shall pay the amount of such excess cost to the Owner.

**ARTICLE IX
DISPUTE RESOLUTION**

The City Administrator, the engineer/architect and the Contractor representation shall attempt to resolve any disagreements under this Agreement. If such efforts do not resolve such disagreement within thirty (30) calendar days, then the City and Contractor shall enter into mediation through a mediator authorized to conduct mediation under the Minnesota Supreme Court Alternative Dispute Resolution System. If mediation does not resolve such disagreements within thirty (30) calendar days after the matter is submitted to mediation, then the City and Contractor shall be entitled to take whatever action is necessary or appropriate to seek redress of any disagreements. The venue and jurisdiction for any such further proceedings shall be in the District Court for St. Louis County, Minnesota.

**ARTICLE X
MISCELLANEOUS**

10.1 Notices. Any notice required to be given hereunder shall be deemed sufficient if delivered in writing personally, or mailed certified mail, return receipt requested, postage repaid to the following places and directed to the following persons:

Owner: City of Hermantown
 5105 Maple Grove Road
 Hermantown, MN 55811

With a copy to: Gunnar B. Johnson
 Overom Law, PLLC
 11 E. Superior Street
 Suite 543
 Duluth, MN 55802

And a copy to: Northland Consulting Engineers, LLp
 102 S. 21st Avenue West
 Suite One
 Duluth, MN 55806

Contractor:

This provision does not affect or abrogate any notice that may be required to be given to the engineer/architect under the Contract Documents.

10.2 Actions on Behalf of the Parties. The following persons are authorized by the Owner and the Contractor to execute any and all instruments requiring their respective signatures and to act on their behalf with respect to all matters arising out of the Contract.

Owner: City Administrator only after authorization given by approving vote of the Hermantown City Council.

Contractor: Name of Contractor

10.3 Captions. Captions to sections hereunder are included for reference convenience only and are not to be construed as affecting the meaning of any section or to have any legal effect whatsoever. Such captions are to be disregarded when interpreting this Construction Contract.

10.4 Interpretation. This Construction Contract shall be interpreted under and according to the laws of the State of Minnesota.

10.5 Government Data Practices. Contractor acknowledges that Owner is subject to the provisions of the Minnesota Government Data Practices Act.

Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Owner in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Contractor and Owner.

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Contractor receives a request to release the data referred to in this Section, Contractor must immediately notify Owner and consult with Owner as to how Contractor should respond to the request. Contractor's response shall comply with applicable law, including that the response is timely and, if Contractor denies access to the data, that Contractor's response references the statutory basis upon which Contractor relied. Contractor does not have a duty to provide public data to the public if the public data is available from Owner.

10.6 Intellectual Property

10.6.1 The Owner will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or contractors, in the performance of a work order contract The Documents will be the exclusive property of the Owner and all such Documents must be immediately returned to the Owner by the Contractor upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor

Government assigns all right, title, and interest it may have in the Works and the Documents to the Owner. The Contractor must, at the request of the Owner, execute all papers and perform all other acts necessary to transfer or record the Owner's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Owner grants the Contractor an irrevocable and royalty-free license to use such intellectual for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

10.6.2 Obligations with Respect to Intellectual Property.

10.6.2.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of the work order contract, the Contractor will immediately give the Owner's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

10.6.2.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Owner, and that neither Contractor nor its employees, agents or contractors retain any interest in and to the Works and Documents.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have set their hands as of the day and year first above written.

OWNER:

City of Hermantown

By: _____
Its Mayor

By: _____
Its City Clerk

CONTRACTOR:

[Print Name]

By: _____
Its _____

EXHIBIT A

OTHER CONTRACT DOCUMENTS (S)

1. Plans/Drawings and Specifications attached hereto.
2. Bid Proposal of Contractor dated _____.

SCHEDULE OF PRICES

DATE: February 21, 2022

LINE ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
SCHEDULE A - FURNISH AND INSTALLATION OF BASE BID EQUIPMENT					
1	Mobilization	LS	1		
2	FURNISH Sensus Touch Couple SmartPoint 510M Non-Pit Set Module Radio Transceiver	EACH	2,600		
3	FURNISH Sensus AMI Fixed Network System	LS	1		
4	PROVIDE Service Area Propagation Study	LS	1		
5	INSTALL Sensus AMI Fixed Network System	LS	1		
6	Annual Hosting for one (1) Year	YEAR	1		
7	Annual Back-Haul Fee for one (1) Year	YEAR	1		
SCHEDULE B - FURNISH AND INSTALLATION OF ALTERNATE EQUIPMENT					
8	FURNISH Alternate Touch Couple Non-Pit Set Module Radio Transceiver	EACH	2,600		
9	FURNISH Alternate AMI Fixed Network System	LS	1		
10	PROVIDE Service Area Propagation Study	LS	1		

TOTAL BID PRICE:

TOTAL BID PRICE WRITTEN OUT: _____

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State of Minnesota _____)

) ss

County of _____)

I, _____, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____
(bidder or his authorized representative)

RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000.00

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statute §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

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.

By signing this statement, I, _____ ,
(type or print name)

_____ certify that I am an owner or officer of the company
(title)

and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

(name of the person, partnership, or corporation submitting this proposal)

(business address)

Signed: _____
(bidder or authorized representative)

Date: _____

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

Minn. Stat. §16.285, Subd., 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** “Responsible contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:
 - a. is in compliance with workers' compensation and unemployment insurance requirements;
 - b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - c. has a valid federal tax identification number or a valid Social Security number if an individual; and
 - d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.
 - e.
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:
 - a. 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;
 - b. has been issued an order to comply by the commissioner of labor and industry that has become final;
 - c. 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;
 - d. 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;
 - e. 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
 - f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.
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).

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

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.

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 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.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,**
- 2) I have included Attachment A-1 with my company’s solicitation response, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

Contractor Affidavit

This Contractor Affidavit must be certified by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors. For more detailed information, see the instructions on the back of this form.

Please type or print clearly. This information will be used for returning the completed form.

Company name		Daytime phone	Minnesota tax ID number
Address		Total contract amount	Month/year work began
City	State	ZIP code	
		\$	Month/year work ended
		Amount still due	
		\$	

Project Information

Project number	Project location			
Project owner	Address	City	State	ZIP code

Did you have employees work on this project? Yes No. If no, who did the work?

Contractor Type

Check the box that describes your involvement in the project and fill in all information requested.

Sole contractor

Subcontractor
 Name of contractor who hired you _____
 Address _____

Prime contractor—If you subcontracted out any work on this project, all of your subcontractors must submit their own Contractor Affidavits and have them certified by the Department of Revenue *before* you can submit your Contractor Affidavit. For each subcontractor you had, fill in the information below and attach a copy of each subcontractor's certified Contractor Affidavit. If you need more space, attach a separate sheet.

Business name	Address	Owner/Officer

Sign Here

I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.

Contractor's signature	Title	Date
------------------------	-------	------

Mail to: Minnesota Revenue, Mail Station 6610, St. Paul, MN 55146-6610
 Phone: 651-282-9999 or 1-800-657-3594 (TTY: Call 711 for Minnesota Relay).

Certificate of Compliance

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this Contractor Affidavit has fulfilled all the requirements of Minnesota Statutes 290.92 and 270C.66 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Department of Revenue approval *Date*

Form IC134 Instructions

Contractor Affidavit

No state agency or local unit of government can make final payment to a contractor until the Department of Revenue has certified that the contractor and any subcontractor have fulfilled the requirements of Minnesota withholding tax laws.

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must submit a Contractor Affidavit to the Department of Revenue to receive a certificate of compliance.

Use of Information

The Department of Revenue needs all the requested information to determine if you have met the state income tax withholding requirements. If all required information is not provided, Form IC134 will be returned to you for completion.

All information on this Contractor Affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy and certain government agencies as provided by law.

Minnesota Tax ID Number

You must have a Minnesota tax ID number if you have employees who work in Minnesota. You must enter your Minnesota tax ID number on Form IC134.

If you don't have a Minnesota tax ID number, apply online at www.revenue.state.mn.us or by calling our Business Registration Office at 651-282-5225 or 1-800-657-3605.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. Instead, enter your Social Security number in the space for Minnesota tax ID number and explain who did the work.

Submit Contractor Affidavit

Form IC134 cannot be processed by the Department of Revenue until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve your Form IC134.

If you are a subcontractor or sole contractor, submit the form when you have completed your part of the project.

If you are a prime contractor, submit the form when the entire project is completed and you have received certified Contractor Affidavits from all of your subcontractors.

If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Complete both the subcontractor and prime contractor areas on a single Form IC134.

You may submit your Contractor Affidavit either electronically or by mail. This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

For an immediate response: Complete and submit your Contractor Affidavit electronically. Go to www.revenue.state.mn.us and choose Withholding Tax. Under the File and Pay tab, click on Contractor Affidavit Information for Government Projects.

You may complete and mail Form IC134 to: Minnesota Revenue, Mail Station 6610, St. Paul, MN, 55146-6610. If you have fulfilled the requirements of Minnesota withholding tax laws, the department will sign your Form IC134 and return it to you.

To receive your final payment, submit the certified Contractor Affidavit to the government unit for which the work was done. If you are a subcontractor, submit the certified Contractor Affidavit to your prime contractor to receive your final payment.

Information and Assistance

Additional forms and information, including fact sheets and frequently asked questions, are available on our website.

Website: www.revenue.state.mn.us

Email: withholding.tax@state.mn.us

Phone: 651-282 9999 or 1-800-657-3594.

We'll provide information in other formats upon request to persons with disabilities.

TO: Mayor & City Council
FROM: John Mulder, City Administrator
DATE: February 15, 2022
SUBJECT: Trunk Sewer Spur & Munger
Trail Spur – Sanitary Sewer
Improvement District No. 448



Meeting Date: 02/22/2022

Agenda Item: 12-C

Resolution: 2022-28

REQUESTED ACTION

Approve Pay Application #16 to Utility Systems of America for the construction related to the Trunk Sewer Spur and Munger Trail Spur Project – Sanitary Sewer Improvement District No. 448.

BACKGROUND

Pay Application #16 is a result of (7) blasting logs that were never accounted for previously. NCE verified that USA's subcontractor (SX Blasting) did in fact conduct those (7) blasts. Those (7) blasts resulted in an additional 494 CY of rock. Rock is paid for by the contract unit price of \$52/CY. The added rock has a cost of $494 \text{ CY} * \$52/\text{CY} = \$25,688.00$.

Attached is Pay Application #16 and Change Order #9 for the work associated with the additional rock blasting. The amount of Pay Application #16 and Change Order #9 is **\$25,688.00**.

NCE has reviewed the quantities through construction inspection and discussions with Utility Systems of America, Inc. representatives. I recommend final payment in the amount of **\$25,688.00** be authorized at the February 22, 2022 City Council Meeting.

SOURCE OF FUNDS (if applicable)

Sales Tax/Grant

ATTACHMENTS

Pay Application #16
Change Order #9

Resolution No. 2022-28

RESOLUTION APPROVING PAY REQUEST NUMBER 16 AND CHANGE ORDER NUMBER 9 FOR SEWER IMPROVEMENT DISTRICT NO. 448 TO UTILITY SYSTEMS OF AMERICA, INC. IN THE AMOUNT OF \$25,688.00

WHEREAS, the City of Hermantown has contracted with Utility Systems of America, Inc. for construction of Sewer Improvement District No. 448 (“Project”); and

WHEREAS, Utility Systems of America, Inc. has performed a portion of the agreed upon work in said Project; and

WHEREAS, Utility Systems of America, Inc. has submitted Pay Request No. 16 in the amount of \$25,688.00; and

WHEREAS, the necessary documentation for the pay request is on file and available for inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota as follows:

1. Pay Request No. 16 and Change Order Number 9 are hereby approved.
2. The City is hereby authorized and directed to pay to Utility Systems of America, Inc. the sum of \$25,688.00 which is the amount represented on Pay Request No. 16.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution has been duly passed and adopted February 22, 2022.

February 15, 2022

John Mulder
City Administrator
City of Hermantown
5105 Maple Grove Road
Hermantown MN 55811

Re: Hermantown Trunk Sewer Spur and Munger Trail – Sanitary Sewer Improvement District No. 448
Pay Estimate #16 - Final Pay Estimate
Change Order #9 - Final Compensating Change Order

Dear John:

Attached are the Final Pay Application and Final Compensating Change Order for the work associated with the Hermantown Trunk Sewer Spur project. Also attached are the completed IC-134's from each subcontractor on the project. NCE and Utility Systems of America, Inc. have reviewed the project and agreed upon the final quantities of work completed. The amount of the Final Pay Application #16 is **\$25,688.00**.

I have reviewed and inspected the project and certify that the project has been constructed in accordance with the plans and specifications. Lastly, I recommend payment Final Payment in the amount of **\$25,688.00** be authorized at the February 22, 2022 City Council Meeting.

Please contact me with any questions you may have.

Thank you,

David Bolf, P.E. – City Engineer
Northland Consulting Engineers
218-727-5995
david@nce-duluth.com

CC: Jim Pucel – Utility Systems of America



DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-470-076-576
Submitted Date and Time:	9-Feb-2022 10:26:04 AM
Legal Name:	UTILITY SYSTEMS OF AMERICA INC
Federal Employer ID:	41-1813505
User Who Submitted:	usa1958
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1422168064
Minnesota ID:	2069880
Project Owner:	CITY OF HERMANTOWN
Project Number:	16-808
Project Begin Date:	03-Mar-2020
Project End Date:	21-Oct-2021
Project Location:	HERMANTOWN, MN
Project Amount:	\$4,234,666.58

Subcontractor Summary

Name	ID	Affidavit Number
INTERSTATE TRAFFIC SIGNS	5503556	1080365056
KELLER FENCE	2041464	1042092032
JMF CONSTRUCTION	8230186	1599016960
UNDERGROUND TECHNOLOGIES	9485177	1038422016
PARSONS ELECTRIC	5686788	361435136
SX BLASTING	9887108	159682560
EROSION CONTROL SPECIALISTS	7954093	1278808064
ULLAND BROS	9603565	92147712

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-679-393-440
Submitted Date and Time:	1-Nov-2021 1:42:17 PM
Legal Name:	INTERSTATE TRAFFIC SIGNS INC
Federal Employer ID:	41-2011087
User Who Submitted:	Dennis6895
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1080365056
Minnesota ID:	5503556
Project Owner:	CITY OF HERMANTOWN
Project Number:	16-808
Project Begin Date:	16-Mar-2020
Project End Date:	09-Sep-2021
Project Location:	HERMANTOWN ST. LOUIS COUNTY
Project Amount:	\$32,725.00
Subcontractors:	No Subcontractors

Important Messages

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Utility Systems Inc.

From: "kellerfence kellerfencenorth.com" <kellerfence@kellerfencenorth.com>
Date: Tuesday, November 2, 2021 1:33 PM
To: <usainc@mchsi.com>
Subject: Fw: Your Recent Contractor Affidavit Request

Thank you. I did mail the other form out to you so you can have the original. Thank you

Marci Holm
Accounts Manager
Keller Fence Company - North, Inc.
P.O. Box 781
Grand Rapids, MN 55744
W: 218-328-5504
F:218-328-5509

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Tuesday, November 2, 2021 1:31 PM
To: kellerfence kellerfencenorth.com <kellerfence@kellerfencenorth.com>
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:
Submitted Date and Time:
Legal Name:
Federal Employer ID:
User Who Submitted:
Type of Request Submitted:

;
KELLER

Affidavit Summary

Affidavit Number: 1042092032
Minnesota ID: 2041464
Project Owner: CITY OF HERMANTOWN
Project Number: 16-808
Project Begin Date: 29-Jul-2021
Project End Date: 20-Oct-2021
Project Location: HERMANTOWN, MN
Project Amount: \$15,000.00
Subcontractors: No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-411-009-696
Submitted Date and Time:	2-Nov-2021 1:51:32 PM
Legal Name:	JMF CONSTRUCTION INC
Federal Employer ID:	20-3843221
User Who Submitted:	johnjmf
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1599016960
Minnesota ID:	8230186
Project Owner:	CITY OF HERMANTOWN
Project Number:	16-808
Project Begin Date:	25-Jun-2020
Project End Date:	23-Oct-2021
Project Location:	HERMANTOWN MN
Project Amount:	\$18,658.50
Subcontractors:	No Subcontractors

Important Messages

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DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-104-241-312
Submitted Date and Time:	16-Nov-2021 9:24:23 AM
Legal Name:	UNDERGROUND TECHNOLOGIES OF MN LLC
Federal Employer ID:	26-2545022
User Who Submitted:	9485177
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1038422016
Minnesota ID:	9485177
Project Owner:	CITY OF HERMANTOWN
Project Number:	CITY OF HERMANTOWN
Project Begin Date:	16-Dec-2020
Project End Date:	18-Dec-2020
Project Location:	HERMANTOWN, MN
Project Amount:	\$11,521.88
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-237-396-640
Submitted Date and Time:	15-Nov-2021 3:42:05 PM
Legal Name:	PEC SOLUTIONS LLC
Federal Employer ID:	06-1635069
User Who Submitted:	LJUNGLES
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	361435136
Minnesota ID:	5686788
Project Owner:	CITY OF HERMANTOWN
Project Number:	C20138
Project Begin Date:	01-May-2020
Project End Date:	01-Jul-2021
Project Location:	HERMANTOWN, MN
Project Amount:	\$8,279.00
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-591-713-952
Submitted Date and Time:	8-Feb-2022 9:47:53 AM
Legal Name:	SX BLASTING INC
Federal Employer ID:	26-0884963
User Who Submitted:	marewlcox
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	159682560
Minnesota ID:	9887108
Project Owner:	CITY OF HERMANTOWN
Project Number:	16-808
Project Begin Date:	01-Jun-2020
Project End Date:	07-Dec-2020
Project Location:	CITY OF HERMANTOWN
Project Amount:	\$288,653.43
Subcontractors:	No Subcontractors

Important Messages

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DEPARTMENT OF REVENUE

220368

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 2-Sep-2021 3:35:21 PM
Confirmation Number: 0-937-809-056
Name: EROSION CONTROL SPECIALISTS INC
ID: 7954093
Affidavit Number: 1278808064
Project Owner: CITY OF HERMANTOWN
Project Number: 16-808
Project Begin Date: 3/3/2020
Project End Date: 8/27/2021
Project Location: HERMANTOWN MN
Project Amount: \$142,425.65
Subcontractors: No Subcontractors

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mn DEPARTMENT OF REVENUE

220368

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 27-Jul-2021 10:50:03 AM
 Confirmation Number: 1-589-573-792
 Name: ULLAND BROTHERS INC
 ID: 9603565
 Affidavit Number: 92147712
 Project Owner: CITY OF HERMANTOWN
 Project Number: 16-808
 Project Begin Date: 6/24/2020
 Project End Date: 6/28/2021
 Project Location: HERMANTOWN TRUNK SEWER SPUR & MUNGER TRAIL SPUR
 Project Amount: \$194,595.00
 Subcontractors:

Name	ID	Affidavit Number
JPS TRUCKING INC	1102668	62001152

Please print this page for your records using the print or save functionality built into your browser.

Laura McMillen

From: Vickie Haugland <vickiehaugland@hotmail.com>
Sent: Friday, July 23, 2021 4:36 AM
To: Laura McMillen
Subject: Fw: Your Recent Contractor Affidavit Request

[External email]

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Friday, July 23, 2021 4:35 AM
To: vickiehaugland@hotmail.com <vickiehaugland@hotmail.com>
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary	
Confirmation Number:	1-438-169-248
Submitted Date and Time:	23-Jul-2021 4:33:55 AM
Legal Name:	JPS TRUCKING INC
Federal Employer ID:	20-8861244
User Who Submitted:	JPSTRUCKINGINC
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	62001152
Minnesota ID:	1102668
Project Owner:	CITY OF HERMANTOWN
Project Number:	16-808
Project Begin Date:	23-Jun-2021
Project End Date:	24-Jun-2021
Project Location:	TRUNK SEWER & SPUR
Project Amount:	\$1,512.50
Subcontractors:	No Subcontractors

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Contractor's Application for Payment No. 16 (Final)

Application Period: September 26, 2021 - October 22, 2021	Application Date: 1/26/2022
To (Owner): City of Hematontown	From (Contractor): Utility Systems of America, Inc.
Project: Trunk Sewer Spur & Munger Trail Spur Sanitary Sewer Improvement District No. 448	Contract: Trunk Sewer Spur & Munger Trail Spur - Sanitary Sewer Improvement District No. 448
Owner's Contract No.: Sanitary Sewer Improvement District No. 448	Contractor's Project No.: Engineer's Project No.: 16-808

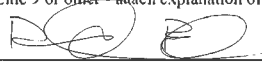
**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	
Number	Additions	Deductions		\$
1	\$15,100.00		2. Net change by Change Orders.....	\$ 24,882.28
2	\$28,900.00		3. Final Contract Price (Line 1 + 2).....	\$ 4,234,666.58
3	\$93,908.57		4. TOTAL COMPLETED AND STORED TO DATE	
4	Time Extension		See attached Pay Application Summary (Line E).....	\$ 4,234,666.58
5	\$38,975.00		5. RETAINAGE:	
6	\$4,500.00		a. X \$4,234,666.58 Work Completed.....	\$
7	\$20,822.86		b. 5% X Stored Material.....	\$
8 (FCCO)	-\$203,012.15		c. Total Retainage (Line 5.a + Line 5.b).....	\$
9 (FCCO)	\$25,688.00		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 4,234,666.58
TOTALS	\$24,882.28		7. LESS PREVIOUS PAYMENTS (Line 8).....	\$ 4,208,978.58
NET CHANGE BY CHANGE ORDERS	\$24,882.28		9. FINAL AMOUNT DUE THIS APPLICATION.....	\$ 25,688.00
			10. BALANCE TO FINISH, PLUS RETAINAGE	
			(Line 3 - 4 + Line 5.c above).....	\$

**Application For Payment
Previous Pay Application Summary**

Approved Pay Applications		
Number	Date	Amount
1	4/6/2020	\$ 455,588.49
2	5/4/2020	\$ 30,045.81
3	6/3/2020	\$ 101,408.63
4	7/6/2020	\$ 654,831.60
5	8/3/2020	\$ 188,378.58
6	9/2/2020	\$ 573,269.10
7	10/5/2020	\$ 600,156.51
8	11/2/2020	\$ 322,822.04
9	12/6/2020	\$ 118,902.95
10	1/13/2021	\$ 432,032.60
11	6/7/2021	\$ 129,601.89
12	8/3/2021	\$ 278,948.17
13	9/7/2021	\$ 36,235.38
14	10/4/2021	\$ 175,610.15
15	11/21/2021	\$ 111,146.68
8. TOTALS		\$4,208,978.58

Payment of: \$ **\$25,688.00**
(Line 9 or other - attach explanation of the other amount)

is recommended by:  1/26/2022
David Bolf, P.E. - City Engineer (Date)

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature:  Utility Systems of America

By:  Date: 2-9-22

Date of Issuance: 1/26/22	Effective Date: 1/26/22
Owner: City of Hermantown	Owner's Contract No.: 16-808
Contractor: Utility Systems of America	Contractor's Project No.:
Engineer: Northland Consulting Engineers	Engineer's Project No.: 16-808
Project: Hermantown Trunk Sewer Spur & Munger Trail Spur	SSID: 448

The Contract is modified as follows upon execution of this Final Compensating Change Order:

Description: This Final Compensating Change Order (FCCO) adjusts the contract quantities to match the actual construction quantities for the project. Structure Excavation Class R (Rock Removal) quantity adjusted, based on submitted reports.

Attachments: See attached Final Compensating Change Order Justification with final compensating amounts for changes to the contract quantities.

Attachments: 1) FCCO Summary of Final Quantities

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 4,209,784.30	
Decrease from previously approved Change Orders: \$ 805.72	No change in contract time associated with this change order.
Contract Price prior to this Change Order: \$ 4,208,978.58	
Increase of this Change Order (Final Compensating Amount): \$ 25,688.00	
Final Contract Price incorporating this Change Order: \$ 4,234,666.58	

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized)	Contractor (Authorized Signature)			
Title: <u>City Engineer</u>	Title: _____	Title: <u>PROJECT MANAGER</u>			
Date: <u>1/26/22</u>	Date: _____	Date: <u>2-9-22</u>			

FCCO(2) Worksheet - 1/26/22

Trunk Sewer Spur & Munger Trail Spur

Sanitary Sewer District Improvement District No. 448

Table with columns: Item No., Spec. Number, Item Description, Unit of Measure, Contract Total Quantities, USA Unit Price, Contract Quantities, Completed Quantities, Completed Cost, Contract Quantities, Completed Quantities, Completed Cost, Total Project Completed Quantities, Total Project Completed Cost, Quantity Increase/Decrease, Compensating Cost. Rows include various construction items like mobilization, field office, clearing, paving, etc.

FINAL COMPENSATING CHANGE ORDER AMOUNT \$ 25,688.00