

FAIRMONT CITY COUNCIL AGENDA

Monday, June 27, 2022, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
 - 4.1 Quarterly Employee Years of Service Recognition (03)
 - 4.2 Presentation of 2021 Annual Comprehensive Financial Report (04)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (05)
6. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
 - A. **Minutes**
 - 6.A.1 Regular Meeting, June 13, 2022 (06)
 - B. **Check Registers**
 - 6.B.1 June 2022 Accounts Payable (09)
 - C. **Other**
 - 6.C.1 Request for Funding for July 4th Fireworks (10)
 - 6.C.2 Fireworks Display Permit-J & M Displays, July 4, 2022 (12)
 - 6.C.3 Event Permit -Martin County Veterans Memorial, Bell Dedication, July 4, 2022 (23)
 - 6.C.4 Event Permit – Shepherd of the Lakes Lutheran Church, Vacation Bible School, July 22, 2022 (26)
 - 6.C.5 Temporary On-Sale Liquor License for Truman Fire Department Relief Association for Martin County Fair (30)
7. **Public Hearings**

- 8. Old Business**
- 9. New Business**
 - 9.1** Emergency Interim Ordinance – Moratorium on the Spreading of Manure in City Limits (33)
 - 9.2** Electronic Funds Transfer (EFT) Policy (37)
 - 9.3** UHD – SMEC Lease Agreement (40)
 - 9.4** Community Center Construction Manager Contract (47)
 - 9.5** Approve AMI Installation Contract with Allegiant Utility Services (128)
- 10. Council Discussion**
- 11. Staff/Liaison Reports**
 - A. Public Works**
 - B. Finance**
 - C. City Administrator**
 - D. Mayor/Council**
 - Hasek – PUC, Airport
 - Kawecki – Library
 - Lubenow – Park Board
 - Miller – FEDA
 - Peters – FEDA
- 12. Adjournment**



Fairmont City Council
June 27, 2022

Agenda Item: 4.1

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Quarterly Employee Years of Service Recognition

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

Vote Required: ____ Simple Majority ____ Roll Call

Recommendation:

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

- David Schiltz, Wastewater – 30 years
- Sgt. James Kotewa, Police – 25 years
- David Hinz, Electric – 25 years
- Tyler Cowing, Engineering – 10 years

Budget Impact: N/A

Attachments:

Council Action: _____

Date: _____



Fairmont City Council
June 27, 2022

Agenda Item: 4.2

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

Subject: Presentation of 2021 Annual Comprehensive Financial Report

Policy/Action Requested: To accept the 2021 audit and approve the distribution of the 2021 Annual Comprehensive Financial report

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: A representative from Bergan KDV will attend the Council meeting to present the results of the 2021 financial audit.

Budget Impact:

Attachments: 2021 Annual Comprehensive Financial Report
Schedule of Expenditures of Federal Awards
Communication Letter

***Note: Attachments have been posted on the City of Fairmont’s website separately.**

Council Action: _____ Date: _____



Fairmont City Council
June 27, 2022

Agenda Item: 5

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Open Discussion/Comment

Policy/Action Requested:

Vote Required: ____ Simple Majority ____ Roll Call

Recommendation: N/A

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

Budget Impact: N/A

Attachments: N/A

Council Action: _____

Date: _____



Fairmont City Council
June 27, 2022

Agenda Item: 6.A.1

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

Subject: Council Minutes from Regular Meeting on June 13, 2022

Policy/Action Requested: To Approve City Council Minutes from June 13, 2022

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

Budget Impact: N/A

Attachments: City Council Minutes Regular Meeting, June 13, 2022

Council Action: _____ Date: _____

The minutes of the Fairmont City Council meeting held on Monday, June 13, 2022, at the City Hall Council Chambers.

Mayor Deborah J. Foster called the meeting to order at 5:30 p.m.

Council Members Wayne Hasek, Britney Kawecki, Randy Lubenow and Michele Miller were present. Council Member Bruce Peters was absent. Also in attendance: City Administrator Cathy Reynolds, Public Works Director/City Engineer Troy Nemmers, Finance Director Paul Hoye, Police Chief Mike Hunter, City Clerk Patricia J. Monsen and City Attorney Mark Rahrick via telephone.

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

During Open Discussion, Alex Young-Williams of 107 Downtown Plaza asked the Council to consider re-establishing the Human Rights Commission as a commission supported by the City of Fairmont. Young-Williams invited citizens to the Human Rights Commission meetings being held on the first Thursday of the month at 6:00 p.m. at the Martin County Library. Mayor Foster asked Council to contact Administrator Reynolds and let her know if they would like to move forward with the request for the City of Fairmont to re-establish the Human Rights Commission. Council Member Lubenow thanked Young-Williams for his work in the City of Fairmont.

Council Member Miller made a motion to approve the items on the Consent Agenda. Council Member Hasek seconded the motion and the motion carried. Items on the Consent Agenda were: Minutes from the May 23, 2022 city council meeting; approval of 2022/2023 alcoholic beverage license renewal for Fairmont Brewing Company, LLC; Event Permit-Fairmont Rotary Club, Rotary Brews & BBQ, September 24, 2022; Temporary On-Sale Liquor License for Fairmont Rotary Club for September 24, 2022; and Request for Demolition Assistance, Valerie Hooper for house at 42 Cottage Street.

Council Member Miller made a motion to approve **Resolution 2022-29**, authorizing the Mayor and City Clerk to sign the state grant agreement for Instrument Landing System replacement project at the Fairmont Municipal Airport. Council Member Hasek seconded the motion and the motion carried.

Nemmers stated that a contractor began working last week on the digester that failed at the Wastewater Treatment Plant. The work is ongoing to get it cleaned out and repaired. The City hosted a surface water quality meeting today with several state agencies including MPCA, Dept. of Agriculture, Board of Water & Soil Resources, Soil & Water Conservation and DNR. A couple presentations were made and they took a tour of the new bio reactor and habitat project. Nemmers stated that if council wished to tour the site, he would make arrangements for that to happen. The city wide clean up begins tomorrow from 9:00 a.m. – 3:00 p.m. and again on Saturday from 9:00 a.m. to noon. Street patching has begun and will be ongoing. Council Member Lubenow asked Nemmers about the shelters at Veteran's Park, Winnebago Diamonds and the soccer fields. Nemmers stated that the quote came in over budget for the Veteran's Park shelter and they are evaluating to see what could be done with the funds that were budgeted for these three locations. Mayor Foster thanked the Street and Park Departments for all their work with several events in town and keeping our parks and city clean.

Hoye presented the first quarter financial report. The City's auditors, Bergan KDV will be presenting the annual comprehensive audit report at the June 27th meeting.

Reynolds thanked the committees of IHD, Opera House, Going Hog Wild, and others for bringing all the events to Fairmont. She thanked the Street and Park Departments and announced the upcoming events for this week. The Community Center kick-off meeting with the Architect is this week discussing concept design and options. As this project moves forward the city will be looking for community engagement and input on the different designs and options that are being evaluated. Last week the contractors who we are working with for the Gomsrud Park renovation and Summer Intern, Derek Hughes were at Gomsrud Park for the IHD events getting input on the concepts for the renovation. Reynolds welcomed two new employees with the City, Mitch Nowak, Engineering Tech and Janelle Schomberg, Public Utilities Customer Service. Council Member Lubenow also thanked the police department for their extra work at the special events.

Council Member Kawecky reported that the Planning Commission held a public hearing for the Carlson Walters Group for the proposed campground in a residential area. They were asking to be rezoned to a B-1 and the commission decided to deny the request because they thought the B-1 was too broad. Carlson Walters will be putting together a new proposal to submit to the Planning Commission.

Council Member Lubenow reported that the HRA dealt with concerns from two residents today.

Council Member Miller reported that CER offers a written driver's license permit test for Driver's Education now. CER is still working on plans to celebrate their 50th year. Summer Intern Emily Lubenow spoke about the Park Playground Program which is Monday-Thursday from 1:00 p.m. – 2:30 p.m. There are approximately 70 kids from grades 1-5 attending. The Fairmont Football Association donated new flags for the flag football program. Miller highlighted some of the programs running in June and July and stated that the T-ball program is looking for volunteers.

A motion was made by Council Member Hasek, seconded by Council Member Miller and carried to adjourn the meeting at 6:00 p.m.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
June 27, 2022

Agenda Item: 6.B.1

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

Subject: Accounts Payable June 2022

Policy/Action Requested: To approve accounts payable for June 2022.

Vote Required: Simple Majority Roll Call

Recommendation: Approval of the payment of the June 2022 bills.

Overview:

Budget Impact: N/A

Attachments: June 2022 Bills – Attached at the end of the Council Agenda

Council Action: _____ Date: _____



Fairmont City Council
June 27, 2022

Agenda Item: 6.C.1

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Request for Funding for July 4th Fireworks

Policy/Action Requested: Motion to approve \$1,500.00 funding for the July 4th fireworks

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Light Noise and Smoke of Fairmont is requesting city financial assistance for the annual July 4th fireworks. The committee generally raises and spends about \$20,000.00. This event attracts a large number of people to our community and is always well received. As with any event, it gets harder to raise the money necessary to put on a successful event, volunteers continue to do a great job. The city’s financial contribution will help ease some of the burden. The city contributed \$1,500.00 last year and is being asked to match the contribution this year. This amount is within the current budget.

Budget Impact: This donation has been budgeted for 2022

Attachments: Letter of Request

Council Action: _____

Date: _____

Light, Noise & Smoke of Fairmont MN

(Fairmont Fireworks)
P.O Box 386
Fairmont MN 56031

June 15, 2022

City Administrator, Mayor, City Council

City Council

It is that time of year to respectfully request funding for the annual Fairmont Fireworks Display. In the past the City has Provided a \$1,500 Contribution, with a 33% price increase over the 2021 show we would appreciate the same or greater. All funds raised yearly go towards the display each year.

Any questions, feel free to contact myself. Thank You

Sam Cress

Fireworks Chairman
(Light, Noise & Smoke)
507-236-6413



Fairmont City Council
June 27, 2022

Agenda Item: 6.C.2

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

Subject: Fireworks Display Permit – J & M Displays, July 4, 2022

Policy/Action Requested: Motion to approve the Application/Permit for Outdoor Public Fireworks Display by J & M Displays for July 4, 2022.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: J & M Displays, Inc. will be responsible for the fireworks display this 4th of July. They have requested Council approval for the discharge of the fireworks. J & M Displays has been doing the Fairmont fireworks display for several years with no complaints or issues received.

Budget Impact: N/A

Attachments: Application

Council Action: _____ Date: _____

(FOR USE BY LOCAL JURISDICTIONS)

SAMPLE APPLICATION / PERMIT
OUTDOOR PUBLIC FIREWORKS DISPLAY

Applicant instructions:

1. This application is for an **outdoor** public fireworks display only and is **not** valid for an indoor fireworks display.
2. This application must be completed and returned at least 15 days prior to date of display.
3. Fee upon application is \$ _____ and must be made payable to _____

Name of Applicant (Sponsoring Organization): Light, Smoke & Noise of Fairmont, MN (Fairmont Fireworks)

Address of Applicant: 115 West 12th Street, Fairmont, MN 56031

Name of Applicant's Authorized Agent: Kelm Brueschke – J & M Displays

Address of Agent: 4104 83rd Street, Urbandale, IA 50322

Telephone Number of Agent: 515.321.2761 Date of Display: 07/04/2022 Time of Display: 10:15 p.m.

Location of Display: Sisseton Lake – City Park – See Attached Diagram

Manner and place of storage of fireworks prior to display: Delivered Day of Show

Type and number of fireworks to be discharged: Shells = 1000 , 3" = 250, 4" Shells = 200, 5" Shells = 100 6" Shells = 50, 8" Shells = 10, 10" Shells = 2, 12" = 6

MINNESOTA STATE LAW REQUIRES THAT THIS DISPLAY BE CONDUCTED UNDER THE DIRECT SUPERVISION OF A PYROTECHNIC OPERATOR CERTIFIED BY THE STATE FIRE MARSHAL.

Name of Supervising Operator: Kelm Brueschke Certificate No.: 0650

Required attachments. The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in amount of at least \$ 10,000,000.00

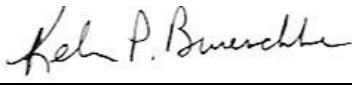
(Suggested Amount: \$1.2 million minimum. \$1.5 million minimum beginning July 1, 2009.)

2. A diagram of the ground at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained.

3. Names and ages of all assistants that will be participating in the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any:

I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks are discharged in a manner that will not endanger persons or property or constitute a nuisance.

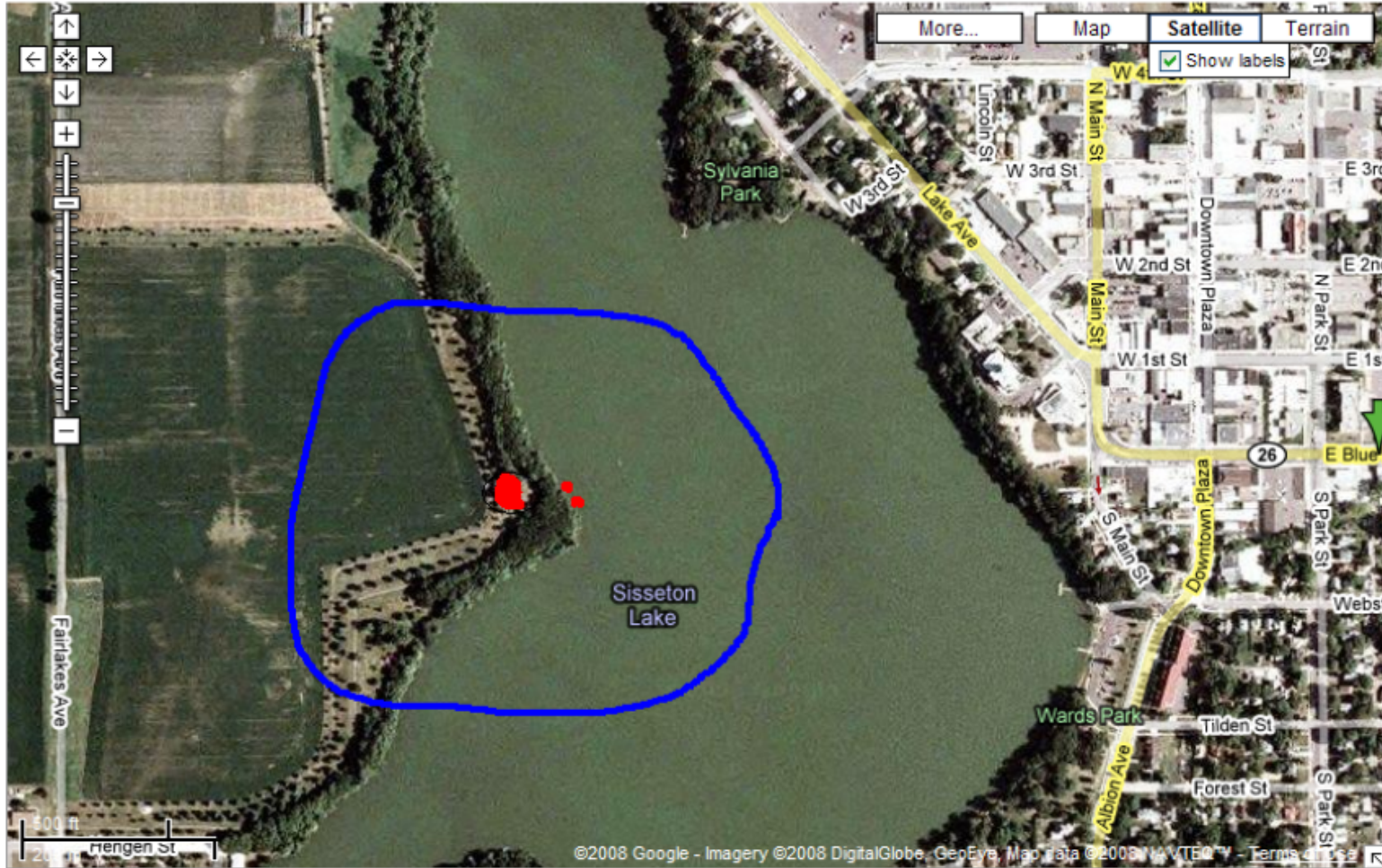
Signature of Applicant (or Agent):  Date: June 15th, 2022

Signature of Fire Chief/County Sheriff: _____ Date: _____

Signature of Issuing Authority: _____ Date: _____

Fairmont, MN Fireworks Display
July 4th, 2022
Shoot Site Diagram

Fairmont MN - Fireworks Shoot Site Aerial Photo



- Fireworks
- Fallout Safety Zone

Fairmont, MN Fireworks Show
July 4th, 2022
Shoot Team

Name	Role	Age	Date of Birth	MN License #
Kelm Brueschke	Lead Shooter	59	04/14/1963	0650
Jake Amsden	Assistant	43	11/01/1979	N/A
Roger Carlson	Assistant	68	08/10/1953	N/A
Sam Cress	Assistant	36	4/21/1986	N/A
Doug Borchardt	Assistant	66	10/29/1955	N/A
Lynn Johnson	Assistant	59	8/4/1962	N/A

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME PHONE / FAX: No. Ext: 216-658-7100 / 216-658-7101 E-MAIL: ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Everest Denali Insurance Company</td> <td style="border: none;">16044</td> </tr> <tr> <td style="border: none;">INSURER B: Axis Surplus Ins Company</td> <td style="border: none;">26620</td> </tr> <tr> <td style="border: none;">INSURER C: Everest Indemnity Insurance Co.</td> <td style="border: none;">10851</td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Denali Insurance Company	16044	INSURER B: Axis Surplus Ins Company	26620	INSURER C: Everest Indemnity Insurance Co.	10851	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Everest Indemnity Insurance Co.	10851														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660															

COVERAGES **CERTIFICATE NUMBER: 741755926** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR / LTR	TYPE OF INSURANCE	ADDL. INSUR. / INSR. / W/O	POLICY NUMBER	POLICY EFF. / (MM/DD/YYYY)	POLICY EXP. / (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. SECT. <input type="checkbox"/> LOC.		SIBM.00060-221	1/15/2022	1/15/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SIBCA0033-221	1/15/2022	1/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTIONS \$		P-001-00063943-04	1/15/2022	1/15/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
C	Excess Liability #2		SIBEX01313-221	1/15/2022	1/15/2023	Each Occ Aggregate Total Limits \$4,000,000 / \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 FIREWORKS DISPLAY DATE: July 4, 2022
 RAIN DATE: July 5, 2022
 LOCATION OF EVENT: City Park, Fairmont, Minnesota
 ADDL INSURED: The City of Fairmont, Minnesota, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, event sponsors & landowners as their interest may appear in relation to this event

CERTIFICATE HOLDER Light, Noise & Smoke of Fairmont (Fairmont Fireworks) ATTN: Sam Cress 115 West 12th Street Fairmont MN 56031 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

J & M Displays – ATF License
Expires October 1st, 2021

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	5-IA-057-50-1K-00054
Chief, Federal Explosives Licensing Center (FELC)	<i>Christopher R. Reers</i>	Expiration Date	October 1, 2021
Name	J & M DISPLAYS INC		

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**18064 170TH AVE
YARMOUTH, IA 52660-9772**

Type of License or Permit
50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. <u>The signature on each copy must be an original signature.</u> A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."	Mailing Address (Changes? Notify the FELC of any changes.) J & M DISPLAYS INC 18064 170TH AVE YARMOUTH, IA 52660-9772
<i>James J. Oetken</i> Licensee/Permittee Responsible Person Signature Printed Name: James J. Oetken	C.F.E.O. Position/Title Date: 11-27-2018

Previous Edition is Obsolete J & M DISPLAYS INC:18064 170TH AVE:52660-9772-18-057-50-1K-00054-October 1, 2021:50-MANUFACTURER OF EXPLOSIVES ATF Form 5400.14/5400.15 Part I Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	ATF Homepage: www.atf.gov
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Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **J & M DISPLAYS INC**

Business Name:

License/Permit Number: **5-IA-057-50-1K-00054**

License/Permit Type: **50-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2021**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

September 24, 2021

J & M Displays Inc
18064 170th Ave
Yarmouth, IA 52660-9772

901090: MBH/SJI
5400

File Number: 5-IA-00054

Premises Address: 18064 170th Ave, Yarmouth, IA 52660-9772

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

March 17, 2022

J & M DISPLAYS INC
18064 170TH AVE
YARMOUTH, IA 52660-9772

901090: MH/SJI
5400
File Number: 5-IA-00054

Premises Address: 18064 170TH AVE YARMOUTH, IA 52660-9772

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

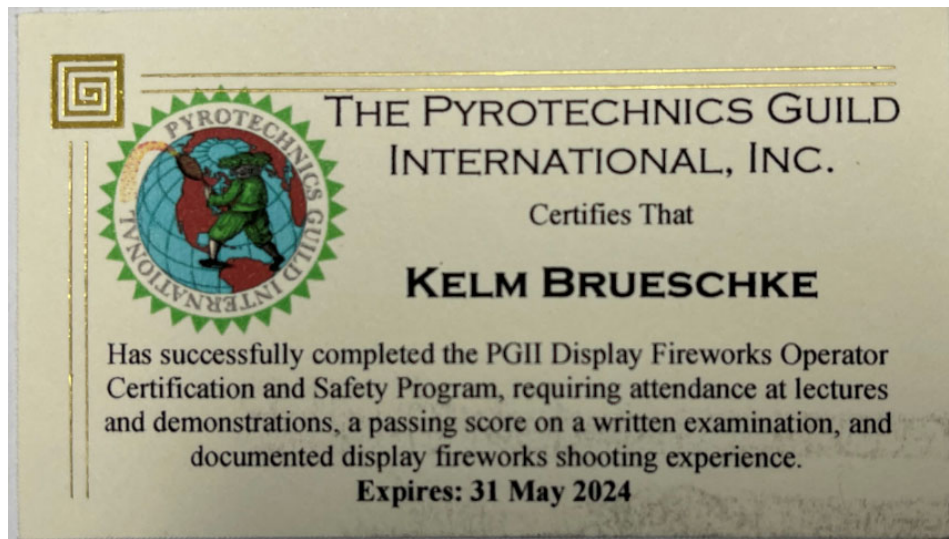
**Kelm Brueschke – Minnesota Fireworks License
Expires 10 June 2021**

License in process of Renewal per Minnesota State Fire Marshal – Late due to Covid



**Kelm Brueschke – Nebraska Fireworks License
Expires – 12/31/2021**

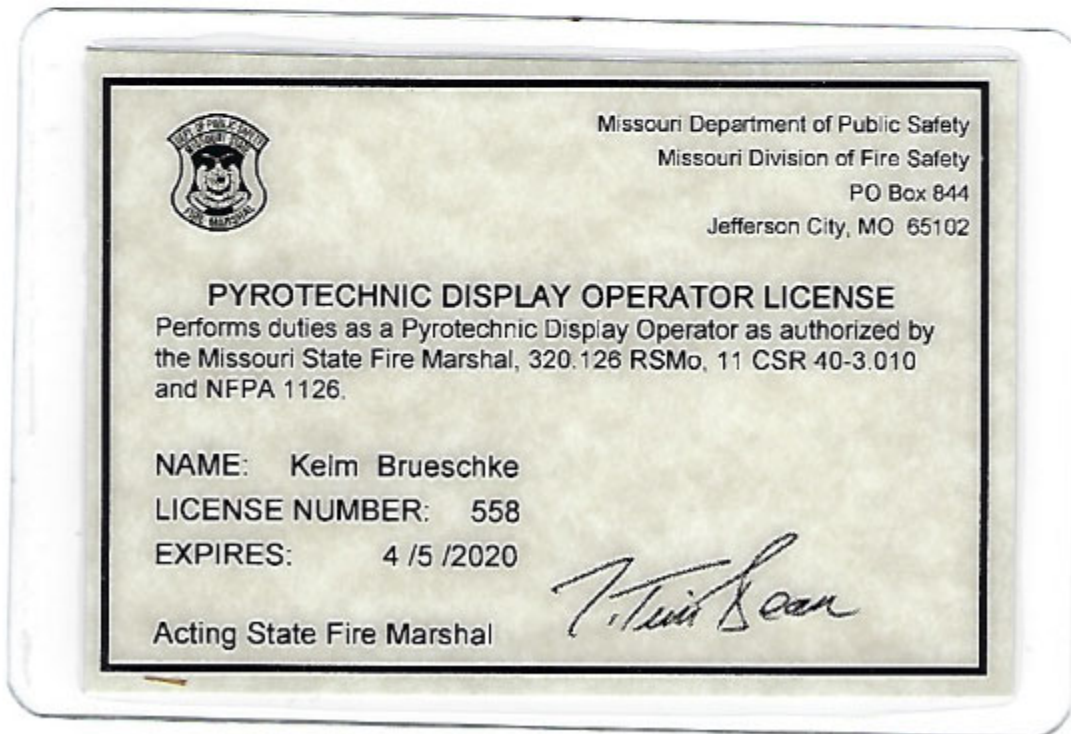
Kelm Brueschke – PGI Certified Shooter Card
Expires 31 May 2024



Kelm Brueschke - Missouri Fireworks Licenses

Expires – 4/5/2020

Renewal In Progress – Slow due to Covid





Fairmont City Council
June 27, 2022

Agenda Item: 6.C.3

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

Subject: Event Permit – Martin County Veterans Memorial, Bell Dedication, July 4, 2022

Policy/Action Requested: Motion to approve the Event Permit for Martin County Veterans Memorial to hold a Bell Dedication at the Veterans Memorial Site and the Winnebago Sports Complex on July 4, 2022.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Martin County Veterans Memorial has made application for an Event Permit to hold a Bell Dedication at the Veterans Memorial Site and Winnebago Sports Complex on July 4, 2022, at 11:00 a.m. The event will include a program, and the Martin County Pork Producers will be serving pork chops on a stick. The event will block off portions of the Winnebago Sports Complex’s parking lot.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: July 4 2022

Permit Fee: \$15.00

Event: Bell Dedication

Sponsoring entity: Martin County Veterans Memorial

Address: _____

Maximum estimated number of persons expected to attend at any one time: 300

Event coordinator(s): Veterans Committee

Contact Info: 507-236-6483 Phone #

tlarson@riw2000.com E-mail

Primary contacts (during event):

Name: Terie Larson

Cell#: 507-236-6483

E-mail: tlarson@riw2000.com

Name: Jason Mau

Cell#: 507-848-9006

E-mail: _____

Event Start: Day/Date Mon. July 4th 2022 Time: 11:00

Event End: Day/Date Mon. July 4th 2022 Time: 1:00

Setup: Day/Date Mon. July 4th 2022 Start time: 9:00 End Time: 8:00 am

Teardown: Day/Date Mon. July 4th 2022 Start time: 1:00 End Time: 3:00 pm

1. Type and description of the event and a list of all activities to take place at the event.
Dedication of bell - will have program with stage on property owned by County - would like benches & picnic tables in front row parking spot closest to memorial going N+S, from Winnebago Ave to Helicopter - fork produce to serve pork chops on a stick.

80 benches and picnic tables 10 - if possible, Xtra garbage cans. (or as many as possible)

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

Front row parking spots west of Memorial. (Street to Helicopter)

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

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

Signature *[Handwritten Signature]* Title Secretary Date 6/13/22

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>6/13/22</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>6/17/22</u>	Action:
City Administrator Approval	Yes	No	Date

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



Fairmont City Council
June 27, 2022

Agenda Item: 6.C.4

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

Subject: Event Permit – Shepherd of the Lakes Lutheran Church, July 22, 2022

Policy/Action Requested: Motion to approve the Event Permit for Shepherd of the Lakes Lutheran Church to hold Vacation Bible School at Gomsrud Park on July 22, 2022.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Shepherd of the Lakes Lutheran Church has made application to hold Vacation Bible School at Gomsrud Park on July 22, 2022. The event will include a hot air balloon basket, a food vendor and outdoor games.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: ~~July 2022~~ ~~6-22-22~~ 6-22-22 Permit Fee: \$15.00

Event: Soaring High with Jesus VBS

Sponsoring entity: Shepherd of the Lakes Lutheran Church

Address: 114 E Blue Earth Ave, Fairmont, MN 56031

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

Event coordinator(s): Pastor Youth Discipleship Committee of SoL

Contact Info: 507-238-2998 Phone #

PastorZuehlke@ outlook.com E-mail

Primary contacts (during event): outlook.com

Name: Pastor Jason Zuehlke

Name: Cody Benseid

Cell#: 507-848-8905

Cell#: 507-236-9985

E-mail: PastorZuehlke@outlook.com E-mail:

Event Start: Day/Date 7-22-22 Time: 6 PM

Event End: Day/Date 7-22-22 Time: 8 PM

Setup: Day/Date 7-22-22 Start time: 5:00 PM End Time: 6:00 PM

Teardown: Day/Date 7-22-22 Start time: 8:00 PM End Time: 8:30 PM

1. Type and description of the event and a list of all activities to take place at the event.
Open invitation event for Vacation Bible School with hot air balloon basket for photo opportunity, food vendor, and some misc. outdoor games/activities such as water balloons, bean bag toss, etc.

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

Gomsrud Park, garbage cans from park parking lot of park

(see attached paper for location at park)

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

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

Signature Olivia Benschoter Title _____ Date 6-22-22

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

Office Use Only

\$15.00 Fee Paid	Date: <u>6/22/22</u>	Received by: <u>[Signature]</u>
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>6/27/22</u>
City Administrator Approval	Yes	No
		Date

Permit distribution:

- City
- Applicant
- Police
- Parks/Streets
- Other



Hot air balloon basket
den Air Shelter
Food truck
main event



Fairmont City Council
June 27, 2022

Agenda Item: 6.C.5

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

Subject: Temporary On-Sale Liquor License for Truman Fire Department Relief Association

Policy/Action Requested: To Approve the Temporary On-Sale Liquor License for the Truman Fire Department Relief Association at the Martin County Fair for August 15, 2022 – August 21, 2022.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The Truman Fire Department Relief Association has applied for a temporary liquor license for the Martin County Fair, August 15, 2022 – August 21, 2022. The Truman Fire Department Relief Association has operated the beer gardens at the fair for many years and have had no problems.

Budget Impact: N/A

Attachments: Applications

Council Action: _____ Date: _____



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Truman Fire Department Relief Association		Date of organization Pre 1950	Tax exempt number 3811121
Organization Address (No PO Boxes) P.O. Box 389		City Truman	State MN
		Zip Code 56088	
Name of person making application Jason Nickerson		Business phone 507-848-0170	Home phone 507-848-0170
Date(s) of event August 15, 2022-August 18, 2022	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name Ron Kelley, President	City Truman	State MN	Zip Code 56088
Organization officer's name Jason Nickerson, Vice President	City Truman	State MN	Zip Code 56088
Organization officer's name Dan Grunig, Secretary	City Truman	State MN	Zip Code 56088

Location where permit will be used. If an outdoor area, describe.
 Martin County Fairgrounds, Beer Garden, located at 1300 Bixby Road, Fairmont, MN 56031. The Beer Garden is in an area which is totally fenced off and the entrance is monitored.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Fairmont City or County approving the license	Date Approved August 15, 2022 to August 18, 2022
\$50.00 Fee Amount	Permit Date
Event in conjunction with a community festival <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	pmonsens@fairmont.org City or County E-mail Address
10,487 Current population of city	
Patricia J. Monsen, City Clerk Please Print Name of City Clerk or County Official	Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Truman Fire Department Relief Association	Date of organization Pre 1950	Tax exempt number 3811121
---	----------------------------------	------------------------------

Organization Address (No PO Boxes) P.O. Box 389	City Truman	State MN	Zip Code 56088
--	----------------	-------------	-------------------

Name of person making application Jason Nickerson	Business phone 507-848-0170	Home phone 507-848-0170
--	--------------------------------	----------------------------

Date(s) of event August 19, 2022-August 21, 2022	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit
---	---

Organization officer's name Ron Kelley, President	City Truman	State MN	Zip Code 56088
--	----------------	-------------	-------------------

Organization officer's name Jason Nickerson, Vice President	City Truman	State MN	Zip Code 56088
--	----------------	-------------	-------------------

Organization officer's name Dan Grunig, Secretary	City Truman	State MN	Zip Code 56088
--	----------------	-------------	-------------------

Location where permit will be used. If an outdoor area, describe.
 Martin County Fairgrounds, Beer Garden, located at 1300 Bixby Road, Fairmont, MN 56031. The Beer Garden is in an area which is totally fenced off and the entrance is monitored.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Fairmont
 City or County approving the license

\$50.00
 Fee Amount

Event in conjunction with a community festival Yes No
 10,487
 Current population of city

Patricia J. Monsen, City Clerk

Please Print Name of City Clerk or County Official

Date Approved

August 19, 2022 to August 21, 2022
 Permit Date

pmonsens@fairmont.org
 City or County E-mail Address

Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
 No Temp Applications faxed or mailed. Only emailed.
 ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY
 PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY
 CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



Fairmont City Council
June 27, 2022

Agenda Item: 9.1

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Emergency Interim Ordinance – Moratorium on the Spreading of Manure in City Limits

Policy/Action Requested: Motion to approve the Emergency Interim Ordinance

Vote Required: ___ Simple Majority Roll Call

Recommendation: Approval

Overview:

Staff has reviewed our existing ordinances regarding odors in city limits and they require updating. The need for this update has been made apparent through the complaints that we have received from multiple property owners regarding odors emanating from the discharge of manure in residential districts. Staff is recommending that council adopt an emergency interim ordinance that provides for a moratorium on the spreading of manure in city limits. Staff is proposing that the moratorium only be placed on residential and business zoned properties, but council may decide to place the moratorium on spreading anywhere within city limits. This moratorium is an interim solution to allow staff to complete a study and prepare a permanent ordinance on this matter.

Staff has been reaching out to property owners of land that is farmed inside city limits to advise them of the proposed interim ordinance and to let them know that we will be looking for their input and meeting with them to assist in the development of a permanent solution.

The city attorney has been involved in the research and preparation of the proposed interim ordinance. Staff recommends council approve the ordinance.

Budget Impact: N/A

Attachments: Ordinance 2022-08

Council Action: _____ Date: _____

ORDINANCE 2022-08

AN INTERIM ORDINANCE ESTABLISHING A MORATORIUM ON THE DISCHARGE OF MANURE IN DESIGNATED ZONING DISTRICTS

WHEREAS, the Fairmont City Council has not adopted an ordinance regulating the discharge of manure within the City; and

WHEREAS, the performance standards in the City Code regulating odors requires updating; and

WHEREAS, complaints have been received from multiple property owners regarding odors emanating from the discharge of manure in residential districts; and

WHEREAS, the City requires time to evaluate the impact of the discharge of manure within the City and the impact of those actions on the health, safety and welfare of its residents; and

WHEREAS, the City Council hereby authorizes a study to be conducted to update the City's nuisance ordinances and to determine whether and to what extent it should regulate the discharge of manure within the City; and

WHEREAS, the City Council has the authority to adopt an Interim Ordinance/moratorium during which time the City will conduct a study on the impact of the discharge of manure within the City and the impact of those actions on the health, safety and welfare of its residents; and

WHEREAS, the City Council makes the following Findings of Fact:

1. The City Council has authorized a study to be conducted for the purpose of considering whether to update the City's performance standards and to determine whether and to what extent it should regulate the discharge of manure within the City.
2. This Interim Ordinance is intended to protect the health, safety and welfare of City of Fairmont residents and to protect the planning process.

NOW, THEREFORE, the City Council of the City of Fairmont does Ordain:

1. **Intent and Purpose.** This Interim Ordinance is adopted with the intent and purpose of:

- a. To protect the planning process under the authority of Minnesota Statutes Section 462.355.
 - b. To protect the health, safety, and welfare of the citizens of Fairmont.
2. **General Provisions.** This Interim Ordinance shall apply land located in the following zoning designations: R-1, R-2, R-3, R-4, R-2S, B-1, B-2, B-3.

3. **Definitions.**

“Discharge” as referenced in this Interim Ordinance shall have the following meaning: The application of manure to land by leaking, pumping, pouring, emitting, emptying, dumping, escaping, seeping, leaching, or any other means.

“Manure” as referenced in this Interim Ordinance shall have the following meaning: Poultry, livestock, or other animal excreta or a mixture of excreta with feed, bedding, precipitation, or other materials, in solid form, liquid form, or any combination thereof.

4. **Interim Prohibition on Land Use.** The City Council hereby adopts an Interim Ordinance that prohibits the following land use within R-1, R-2, R-3, R-4, R-2S, B-1, B-2, and B-3 zoned districts within the City: The Discharge of Manure within the designated zoning districts.

5. **Violations and Enforcement.** Any person, firm or corporation who shall violate any of the provisions hereof or who shall fail to comply with any of the provisions hereof shall be guilty of a misdemeanor. Each day that a violation continues shall constitute a separate offense.

6. **Enforcement.**

- a. **Stop Work Orders.** Whenever any work is being performed contrary to the provisions of this Interim Ordinance, the City may order the work stopped by written notice personally served upon the person performing the work or upon the owner of the property upon which the work is being performed. All activities shall cease and desist until subsequent written authorization to proceed is received from the City.
- b. **Injunctive Relief and other Remedies.** In the event of a violation of this Interim Ordinance, the City may institute appropriate actions or proceedings, including requesting injunctive relief, to prevent, restrain, correct or abate such violations.

c. **Costs of Enforcement Proceedings.** All costs incurred for corrective action may be recovered by the City in a civil action in District Court, or at the discretion of the City the costs may be certified to the County Auditor as a special assessment against the real property. These and other remedies, as determined appropriate by the City, may be imposed upon the responsible person either in addition to, or separate from, other enforcement actions.

7. **Severability and Validity.** It is hereby declared to be the intention that the provisions of this Interim Ordinance are severable in accordance with the following:

- a. If any court of competent jurisdiction shall adjudge invalid the application of any provision of this Interim Ordinance, such judgment shall not affect any other provisions not specifically included in said judgment.
- b. If any court of competent jurisdiction shall adjudge invalid the application of any provision of this Interim Ordinance to a particular property, such judgment shall not affect other properties.

8., **Effective Date.** This Interim Ordinance shall be in full force and effect from and after its passage and approval, as provided by law, until June 1, 2023, or until final adoption of a separate ordinance regulating the Discharge of Manure, whichever shall first occur.

PASSED, APPROVED AND ADOPTED, this _____ day of _____, 2022.

Motion by:
Seconded by:
All in favor:
Opposed:
Abstained:
Absent:

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
June 27, 2022

Agenda Item: 9.2

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

Subject: Electronic Funds Transfer (EFT) Policy

Policy/Action Requested: Motion to approve the EFT Policy.

Vote Required: Simple Majority Roll Call

Recommendation: Approve the Electronic Funds Transfer (EFT) Policy

Overview:

In the process of completing the 2021 audit, BerganKDV had recommended to staff that the City adopt an EFT policy. This policy establishes general guidelines for using electronic funds transfers including wire transfers for payables and receivables. The primary goal of this policy is to ensure that EFT's are initiated, approved and executed in a secure manner.

Budget Impact: NA

Attachments: EFT Policy

Council Action: _____

Date: _____



Electronic Funds Transfer Policy

Approved by Council:

Purpose

The City of Fairmont wants to establish guidelines for the Electronic Funds Transfer (EFT) of City funds. The purpose of this policy is to establish procedures to prevent fraudulent payments or transfers to employees, vendors, and contractors.

Scope

This policy applies to all city departments and employees that have control over city disbursement transactions and governs the actions of all city employees.

Policy

The City of Fairmont will comply with all state laws and regulations relating to electronic funds transfers and to guarantee that invoices meet certain primary criteria prior to payment. The City of Fairmont's funds shall be transferred in accordance with this policy, Minn. Stat.Ch. 471.381. and any other applicable law or written administrative procedure.

Background

Cities are becoming more transparent with information on the internet and electronic banking is becoming widely accepted. Effective internal control policies and procedures need to be adopted to protect city funds from fraudulently being disbursed.

Processes to prevent fraud

The following are processes to prevent the fraudulent disbursement of public funds:

1. Vendor payment approvals
 - a. Require at least two approvals within the city for all disbursements of funds.
 - b. Require city manager/administrator or designee approval on large payments exceeding amounts set in City's purchase policy.

2. Update and review vendor files annually
 - a. Review and correct duplicate vendors in system with minor differences, i.e., LLC or Inc.
 - b. Annually review list of vendors and close or inactivate vendors not currently used by the city.
 - c. Review for unusual activity such as fluctuation in payment amounts, activity for closed vendors, etc.
 - d. Compare vendor information such as phone numbers, address, and bank account information to employee records for other than employee expense reimbursements.

- e. Utilize vendor change form for critical information such as electronic banking information, addresses, or billing practices. These forms should not be provided online, but requested from accounts payable and mailed to trusted information on file.
 - f. Always perform a validation transfer (or test deposit) with a blind confirmation for all new vendors or vendors requesting a change in electronic banking information with payments equal to or greater than \$100,000.
3. Vendor Contracts
- a. Do not place vendor contracts on the City's website.
 - b. Redact payment terms from vendor contracts when placed in council agenda packets.
4. Do not provide copies of vendor invoices on the city website.
5. Always require a signed Form W-9 from every new payee in advance of making any payments or change in a mailing address. This can be confirmed online or directly with the IRS.
6. Wire transfers require dual approvals, electronic or verbal authentication, with the bank prior to release.
7. Employee banking information changes.
- a. All changes to employee banking information must be submitted in writing on the approved form to the Finance Department.
 - b. Forms must be transmitted securely and may not utilize email transmission.
 - c. Verbal verification of the change will be completed.
 - d. All payroll and records containing data covered by Minnesota Government Data Practices Act must be stored and transmitted securely.



Fairmont City Council
June 27, 2022

Agenda Item: 9.3

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: UHD SMEC Lease Agreement

Policy/Action Requested: Motion to approve the lease agreement with UHD for office space in the SMEC building starting September 1, 2022.

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends that council approve the lease agreement.

Overview:

UHD has leased space in the SMEC building since September 2019 for rehabilitation therapy and related medical services. The current lease expires on August 30, 2022. UHD and the city have negotiated a new lease agreement with terms similar to the existing lease. UHD will continue to lease Rooms 104, 107 and 116 – 122 located on the first floor of the SMEC building. The lease amount will be \$29,182.49 for the first year with a 2% increase every year during the term of the lease.

Staff recommends council approve the lease.

Budget Impact:

These revenues are included in the budget for the SMEC building.

Attachments:

- 1. UHD Lease Agreement

Council Action: _____

Date: _____

LEASE

THIS LEASE AGREEMENT is made by and between the City of Fairmont hereinafter referred to as LESSOR, and United Hospital District (UHD) hereinafter referred to as LESSEE.

WITNESSETH: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. LEASED PREMISES
LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Fairmont, County of Martin, Minnesota, to-wit: **Rooms 104, 107, and 116 – 122** (Total approximate space is **1965 square feet** of the Southern Minnesota Education Campus (SMEC) located at 115 S. Park Street.

2. USE
LESSEE shall have exclusive use of space and shall occupy and use the Leased Premises as rehabilitation therapy and for related medical services and activities.

3. TERM
The term of this Lease Agreement is three (3) years, commencing on September 1, 2022 and continuing through August 31, 2025.

4. PAYMENT OF RENT
 - 4.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement LESSEE agrees to pay to LESSOR the sum of \$29,182.49 per year (\$2431.87 monthly), with a 2% increase effective September 2023 and each September thereafter.

 - 4.2 . Rent payments should be made in twelve (12) equal installments starting in September payable on the 25th of each month.

 - 4.3 LESSOR represents and warrants that it is solely entitled to all rents payable under the terms of this Lease Agreement.

5. OPTION TO RENEW
This agreement may be renewed on an annual basis following the initial term of the lease. Notice of intent to renew should be provided 60 days prior to the expiration of the lease term. Rental rates will be set with each renewal period.

6. TERMINATION
 - 6.1 This Lease Agreement may be terminated by either party upon giving ninety (90) days written notice.

 - 6.2 LESSEE covenants that at the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate

and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear and damage by the elements excepted. Any equipment, trade fixtures or furniture installed by LESSEE, including but not limited to moveable partitions, shelving units, projection screens and audio-video equipment attached to the Leased Premises by LESSEE, shall remain the property of LESSEE. LESSEE shall have the right to remove the above equipment or fixtures at the expiration or termination of the Lease Agreement or any extension thereof, even though said equipment or fixtures are attached to the Leased Premises. LESSEE must repair any damage from removal of equipment as its sole cost.

7. DUTIES OF LESSOR

LESSOR shall, at its expense, provide the following:

7.1 Utilities: LESSOR shall bear the cost of all utilities.

7.2 Janitorial Service: LESSOR shall provide janitorial services and supplies to the common areas of the building.

7.3 Trash Removal: LESSOR shall provide the Leased Premises with a means or system of waste or trash disposal.

7.4 Common Areas: LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access areas of the Leased Premises, including stairways, elevators, lobbies, and hallways, so that such areas shall be safe and reasonably comfortable.

7.5 Snow Removal: LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks or stairways leading from the public sidewalks to the building free from snow, ice, and debris, including the parking lot.

7.6 Restrooms: LESSOR shall provide the Leased Premises with separate restroom facilities for both men and women. Restrooms will be public and not part of the LESSEE space.

7.7 Maintenance: LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

7.10 Repairs: LESSOR shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

- 7.11 Delivery of Leased Premises: LESSOR covenants that it will deliver the Leased Premises to LESSEE in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease Agreement in effect and in good running order.
- 7.12 Quiet Enjoyment: LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement any extension or renewal thereof.
- 7.13 Taxes and Assessments: LESSOR shall be responsible for payment of all taxes and assessments upon the Leased Premises.
- 7.14 Exterior Lighting: LESSOR shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.
- 7.15 Accessibility: LESSOR agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- 7.16 Management: LESSOR agrees that in exercising its management responsibilities of the property of which the Leased Premises are a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

8. DUTIES OF LESSEE

- 8.1 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement. LESSOR shall also have the right to rent all other general classroom space as necessary.
- 8.2 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law.
- 8.3 LESSEE shall not assign, sublet, or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR.
- 8.4 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner

are attached to the floors, walls or ceilings, at the termination of this lease shall remain the property of LESSOR and shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury beyond normal wear and tear and floor covering affixed to the floor shall likewise become the property of LESSOR.

8.5 LESSEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

8.6 Smoking: Pursuant to Minnesota Statute 16B.24, subd. 9 (1993), occupants of the Leased Premises shall not smoke nor permit smoking in the Leased Premises or on the property.

9. USABLE SPACE MEASUREMENTS

This lease covers the use of Rooms 104, 107 and 116 - 122. Total approximate space is 1965 square feet. LESSEE may use conference room 112 when available and other rooms as needed on a temporary basis.

10. DESTRUCTION OF PREMISES

If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder, or any cause whatsoever, so that the Leased Premises become untenable, the rent shall be abated from the time of such damage and LESSEE shall have the option of terminating this Lease Agreement immediately or allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Lease Premises to tenantable condition.

11. INSURANCE

11.1 Property Damage. It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary of this Lease Agreement, LESSOR and LESSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

11.2 Liability. LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

12. BUILDING ACCESS
LESSOR shall provide for access to the Leased Premises between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday. Additional hours of access may be coordinated with LESSOR.
13. PARKING
LESSOR shall provide general use parking either on site or off site at no charge for the use of LESSEE, its invitees, licensees and guests. It is understood by LESSOR and LESSEE that there is no additional rental charge for parking provided in this Lease Agreement.
14. TELECOMMUNICATIONS
LESSEE shall provide for and contract for all telephone and internet services through a private provider.
15. NOTICES
All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Cathy Reynolds, City Administrator
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

LESSEE: Richard Ash, CEO
United Hospital District (UHD)
515 S Moore St
Blue Earth, MN 26013

All original bills and statements from LESSOR to LESSEE shall be mailed or personally delivered to the occupant of the Leased Premises only.

16. NEW LESSOR
In the event the Leased Premised or the building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if LESSOR shall sell convey, transfer, or assign this Lease Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to LESSOR, proper written notice of such change must be delivered to LESSEE as promptly as possible.

INWITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

APPROVED:

Lessor: City of Fairmont

By: _____
Deborah J. Foster
Title: Mayor
Date: _____

ATTEST: _____
Patricia J. Monsen, City Clerk

Lessee: United Hospital District (UHD)



By: Richard Ash
Title: Chief Executive Officer

Date: June 15, 2022



Fairmont City Council
June 27, 2022

Agenda Item: 9.4

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Community Center Construction Manager Contract

Policy/Action Requested: Motion to approve the contract with Kraus Anderson for construction manager services for the community center.

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends the approval of the contract with Kraus Anderson for construction manager services for the community center project.

Overview:

At the April 25, 2022, council meeting the city council approved the selection of Kraus Anderson as the construction manager for the community center. Tegra has worked with Kraus Anderson to draft a contract for the services. The contract has been reviewed by staff and the city attorney and staff recommends that the council approve the contract.

The contract defines phases for services similar to the contract with Tegra and 292 Design Group. Phase 1 includes prices for concept design, schematic design and design development. The total for these preconstruction services is \$72,520. Kraus Anderson will provide a discount of \$48,000 on the preconstruction services when the guaranteed maximum price is approved for construction services.

Budget Impact:

The costs for this contract will be paid for by the funding for the community center.

Attachments:

- 1. Contract for construction manager services

Council Action: _____

Date: _____



AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Seventeenth day of March in the year Two Thousand Twenty Two
(In words, indicate day, month, and year.)

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

City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

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

Kraus-Anderson Construction Company
502 Second Avenue SW
Rochester, MN 55902

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

City of Fairmont – Fairmont Community Center
Fairmont, MN

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

Tom Betti
292 Design Group
3533 E Lake Street
Minneapolis, MN 55406

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
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11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

Multi-purpose building which may include but not be limited to program elements such as an indoor aquatic center, gymnasium or field house, multi-purpose rooms, track, ice arena and fitness center or possible renovations to existing Martin County Ice Arena, fitness center, and support functions.

§ 1.1.2 The Project's physical characteristics:

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

TBD

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

Init.

/

Approximately Thirty Million Dollars (\$30,000,000)

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

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

N/A

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

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, email address and other contact information.)

Dick Strassburg
The TEGRA Group, Inc.
1600 Utica Avenue South
Suite 410
St. Louis Park, MN 55416
Email: dstrassburg@tegragroup.com

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

N/A

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

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Tegra Group, Inc.
1600 Utica Ave, Suite #410
St. Louis Park, MN 55416

§ 1.1.11 The Architect’s representative:
(List name, address, and other contact information.)

Tom Betti
292 Design Group
3533 E Lake Street
Minneapolis, MN 55406

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, email address and other contact information.)

Chad Pike
Kraus-Anderson Construction Company
502 Second Avenue SW
Rochester, MN 55902
Email: chad.pike@krausanderson.com

§ 1.1.13 The Owner’s requirements for the Construction Manager’s staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Init.

Construction Manager's staffing plan is as follows:

Chad Pike – Project Manager
Preconstruction Manager to be determined

Construction Manager may not replace any person named on such chart without Owner's advanced written consent, which shall not unreasonably be withheld or delayed, unless such person becomes unable to perform his or her duties due to death, disability, resignation, or termination of employment. If such person is no longer capable of performing his or her duties as described above, the Construction Manager shall promptly submit to the Owner the resume of any person Construction Manager requests to instate as a substitute, and unless the Owner reasonably objects, such person shall be substituted.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Any early procurement prior to commencement of the Construction Phase will need prior written approval from Owner and be based on critical path schedule requirements.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager ~~shall~~ may appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner ~~shall~~ may adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by the parties, which is attached to this agreement as Exhibit C, which document is incorporated herein by reference, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report within 10 days to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may ~~require~~ require and necessary changes shall be accomplished by appropriate Modification to the Contract Documents.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall ~~advise~~ consult with the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible ~~cost reductions~~ cost reductions ("Value Engineering"). The Owner acknowledges that such Value Engineering services are advisory and are not professional design services, and that in many instances the opportunity to reduce costs by using alternate or different materials, equipment or methods may come with corresponding tradeoffs in quality, performance, aesthetics, maintenance, or operations. It shall be the responsibility of the Owner to ensure that any Value Engineering cost savings proposals are independently evaluated by the Owner, the Architect and other members of the Owner's design team to determine whether the potential cost saving opportunities are acceptable for incorporation or use in the Work, including any differences in quality, performance, aesthetics, maintenance, operations or other material aspects. Such Value Engineering services shall be considered a part of Preconstruction Services whether performed before or after commencement of the Construction Phase. The Construction Manager shall consult with the Architect regarding ~~professional~~ Value Engineering services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 ~~The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, ~~at appropriate intervals agreed to by the Owner, Construction Manager and Architect, 50% and 100% Schematic and 50 % and 100% Design Development phase~~ an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. The Construction Manager will coordinate its estimating and value engineering services with the services of the Architect.

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities ~~as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement, per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective.~~

Init.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.11.4 The Construction Manager shall not self-perform any portion of the Work without the Owner's prior written approval. If the Construction Manager desires to self-perform any portion of the Work, the Construction Manager shall (1) notify the Owner in writing of the Construction Manager's desire to self-perform any portion of the Work prior to the commencement of such Work and allow the Owner to review and approve all such solicitations prior to being issued to subcontractors; and (2) submit Construction Manager's bid directly to the Owner 24 hours prior to the time of other subcontractor bids are due for the portion of the Work Construction Manager intends to self-perform. If the Owner approves the Construction Manager's bid, the Construction Manager shall include the Construction Manager's self-performed Work as a lump sum amount in its schedule of values ("Self-Perform Lump Sum"). The Self-Perform Lump Sum shall be treated as a Subcontract Cost under Section 7.3 and shall not be subject to further audit as part of the Cost of the Work. Furthermore, (i) the Owner shall have no obligation to pay amounts in excess of the Self-Perform Lump Sum for the Self-Perform Work, except to the extent the Self-Perform Lump Sum is subject to additions and deductions by Change Order as provided in the Contract Documents and (ii) the Construction Manager shall have no obligation to return any portion of the Self-Perform Lump Sum to the Owner as Project Savings, nor shall any portion of the Self-Perform Lump Sum be treated as Project Savings. For purposes of this section, "Project Savings" is defined as the difference between the Guaranteed Maximum Price less (a) the final Cost of the Work and (b) the Construction Manager's fee.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

~~The Subject to Section 3.1.1,~~ the Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

~~§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager,~~ Upon completion of the 100% Construction Documents permit set for the Project, and on the basis of the subcontracts awarded by the Construction Manager pursuant to public bidding, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and

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reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; (i) any Self-Performed Work pursuant to Section 3.1.1.4; allowances and a statement of their basis; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The Schedule, including anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A schedule of applicable alternate prices;
- .6 A schedule of applicable unit prices;
- .7 A date by which the Owner must accept the Guaranteed Maximum Price; Price;
- .8 A Project directory including all known Subcontractors; and
- .9 A list of long lead-time items for the Project.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use ~~to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item use.~~ To cover those costs that are considered reimbursable as a Cost of the Work but not otherwise allocated to a line item in the Guaranteed Maximum Price or included in a Change Order. The Construction Manager's contingency will be agreed upon by the parties as part of the Guaranteed Maximum Price. The Construction Manager's contingency is separate from any Owner's contingency carried outside the Guaranteed Maximum Price. The Construction Manager will provide monthly reports to the Owner indicating use of the contingency.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager in accordance with the schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

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§ 3.2.10 Any allowance existing within the Guaranteed Maximum Price shall be established and calculated in accordance with Section 3.8 of the General Conditions. Any allowance can only be combined with another allowance upon the Owner's written approval, which approval may not be unreasonably withheld. The parties agree to use all reasonable efforts to attempt to minimize allowances included within the Guaranteed Maximum Prices.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's five (5) days following (a) the execution of the Guaranteed Maximum Price Amendment or, prior to acceptance Amendment, (b) the date the Owner provides reasonable evidence pursuant to Section 4.1.2 that financial arrangements have been made to fulfill the Owner's obligations of the contract, and (c) receipt of the Building Permit for the Project or, prior to execution of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly within 48 hours of the conclusion of the meetings distribute minutes of the meetings to the Owner and Architect. Weekly job site meetings will be held to include appropriate Subcontractors, Owner representatives, and an Architect's representative, to review open issues, determine adequacy of Subcontractor's personnel and equipment, availability of materials a 3-4 week look-ahead schedule, coordination of installation of existing or new Owner or third-party equipment and furniture, and to resolve pending and upcoming construction related issues.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information reasonably required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 Coordination of Owner Supplied Equipment

The Construction Manger shall coordinate Owner-purchased and/or furniture, fixtures, and equipment provided by Owner's separate contractors with Construction Manager's construction of the Project, including the timing of the deliveries of furniture, fixtures and equipment. Construction Manger shall include deliveries of furniture, fixtures, and equipment in the construction schedule and will coordinate the Work to accommodate such deliveries.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as agreed between the Owner and Construction Manager or as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, if attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and ~~interests-interests~~, and as are necessary to provide the information and services required under Section 4.1. The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect’s scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Concept Phase:

- Date of this Agreement until City Council approval of a conceptual plan/project budget
- \$24,500

Schematic Development (SD) Phase:

- From approval of concept plan/budget through SD
- \$28,500

Design Development (DD)/Construction Document (CD) Phase:

- From completion of SD to CD
- \$19,520

Total for preconstruction services \$72,520 so long as the Preconstruction Phase is completed within 12 months of the date of this Agreement. A discount of \$48,000 will be offered if the GMP Amendment – Exhibit A is executed by the Owner and Construction Manager, for a new preconstruction services total of \$24,520.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
<u>Senior Project Manager</u>	<u>\$130 / hour</u>
<u>Project Manager</u>	<u>\$115 / hour</u>
<u>Preconstruction Manager/Estimator</u>	<u>\$120 / hour</u>
<u>Fundraising/Community Specialist</u>	<u>\$130 / hour</u>

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(---) months of the date of this Agreement,~~ the time periods set forth in Section 5.1.1, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. ~~Amounts unpaid—(Undisputed amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~

(Insert rate of monthly or annual interest agreed upon.)

~~%—Payments due and unpaid shall bear interest from the date payment is due at an annual rate of interest computed on the basis of the actual number of days elapsed in a 365-day year equal to two percent (2%) over the reference rate of interest from time to time announced by U.S. Bank as its reference rate, with each change in such annual rate of interest to be effective when any change in such reference rate announced by US Bank becomes effective.~~

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manager's Fee calculation will be established at the time the Guaranteed Maximum Price is established for the Project via the Guaranteed Maximum Price Amendment and shall be determined by multiplying the estimated Cost of the Work by a rate of one and seventy-five hundredths of one percent (1.75%). To the extent the Owner contracts directly with any trade contractors or suppliers for portions of the Work on the Project ("Direct Owner Contracts"), the Construction Manager's Fee calculation shall include the total amount of any such Direct Owner Contracts multiplied by a rate of one and seventy-five hundredths of one percent (1.75%) as compensation for the Construction Manager's management and coordination of such Direct Owner Contracts on the Project. The Construction Manager's Fee will become a fixed amount at the time the Guaranteed Maximum Price Amendment is executed and shall not be reduced.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee shall be increased at the rate of one and seventy-five hundredths of one percent (1.75%) multiplied by the Cost of the Work for additive changes in the work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Eighty-Five percent (85 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.1.7.1 The difference (savings) between the Guaranteed Maximum Price less the final Cost of the Work less the Construction Manager's Fee shall accrue one hundred percent (100%) to the benefit of the Owner and zero percent (0%) to the benefit of the Construction Manager.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" and "an amount for overhead and profit" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

~~§ 7.1.2 Where, pursuant to the Contract Documents, Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.~~ this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment. The Owner's execution of the Guaranteed Maximum Price Amendment shall constitute the Owner's approval of all costs identified within the Guaranteed Maximum Price.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

~~§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval. Work at the hourly rates set forth below:~~

Personnel Category	Rate Per Hour
Project Director	\$150 / hour
Senior Project Manager / Construction Executive	\$130 / hour
Project Manager	\$115 / hour
Assistant Project Manager / Project Engineer	\$98 / hour
General Superintendent	\$130 / hour
Field Superintendent	\$115 / hour
Assistant Superintendent	\$105 / hour
Clerical	\$63 / hour
Accounting	\$70 / hour
Safety Director	\$125 / hour
Preconstruction Manager / Estimator	\$120 / hour
MEP Specialist	\$130 / hour
VDC/BIM	\$125 / hour

The rates set forth above shall be in effect through June 30, 2024. Thereafter the rates will be increased by three percent (3%) annually.

~~§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, site at the hourly rates set forth in Section 7.2.2, but only for that portion of time required for the Work, and limited to the personnel and activities listed below: (Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)~~

Work.

~~§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. the Work at the hourly rates set forth in Section 7.2.2.~~

~~§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. pensions for construction workers described in Section 7.2.1. Such costs for taxes, insurance, contributions, and assessments (excluding benefits) shall be forty-five percent (45%) of gross payroll. Gross payroll consists of wages and benefits.~~

~~§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification. Reserved.~~

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. ~~Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, Construction Manager-owned materials, supplies, and tools not included on Exhibit "D" referenced in Section 7.5.2, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.~~

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. ~~Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. Rental charges for facilities, machinery, equipment, and hand tools rented from the Contractor shall be as set forth on the attached Exhibit "D". Other rental charges shall not be higher than standard rates at the place of the Project. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. item and related owning and operating costs during the term of such item's use on the Project.~~

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. The premiums for other liability insurance, including, but not limited to, Commercial General Liability Insurance, Excess Umbrella Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance and Pollution Liability Insurance shall be charged as a Cost of the Work at the rate of eighty-five hundredths of one percent (0.85%) of the Guaranteed Maximum Price (excluding this charge), and such amount shall be considered approved by the Owner and shall not be subject to audit.

§ 7.6.1.1 ~~Costs for self-insurance, self-insured deductibles or retentions carried by the Contractor, for either full or partial amounts of the coverages required by the Contract Documents, Documents, with the Owner's prior approval.~~

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under ~~Article 13~~ Section 13.4 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager ~~had reason to believe~~ knew that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by ~~Article 3~~ Section 3.17 of

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AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager’s Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the ~~Work and located at the site, Work,~~ with the Owner’s prior ~~approval.~~approval

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager’s standard ~~written~~-personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the ~~Work,~~ with the ~~Owner’s prior approval.~~Work.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner’s prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager. Notwithstanding anything in this Section 7.8.1 to the contrary, Kraus-Anderson Insurance Agency shall not be considered a "related party."

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

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- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the ~~Owner~~, Owner or Construction Change Directives, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. ~~The In addition to the persons or entities designated by the Construction Manager, the Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work pursuant to applicable public bid laws and in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. then determine, with the advice of the Owner and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.~~

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

Application for Payment must be submitted by the 25th of the month

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty five (35) days after the Architect receives the Application for Payment.

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

§ 11.1.4 With ~~each~~ the final Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 ~~When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.~~

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense

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that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections ~~11.1.7.1.1 and 11.1.7.1.2~~ 11.1.7.1.1, 11.1.7.1.2 and 11.1.7.1.3 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections ~~11.1.7.1.1 and 11.1.7.1.2~~ 11.1.7.1.1, 11.1.7.1.2 and 11.1.7.1.3 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in ~~Article 9~~ Section 9.5.1 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in ~~Article 9~~ Section 9.5.1 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the value of the Work completed. The Owner and the Contractor may agree upon retainage reductions during the course of the Project.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

There shall be no retainage withheld on the Contractor's Fee, the Contractor's General Conditions costs, or material-only purchases made by the Contractor.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes all the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

One hundred fifty percent (150%) of the reasonable estimated cost of any incomplete Work and any unsettled Claims may be withheld by the Owner. Such withheld amount shall be paid to Construction Manager monthly as such incomplete Work is completed and Claims are settled.

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

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. The Construction Manager may, in its sole discretion, distribute any reduction in retainage described in Section 11.1.8.1 or 11.1.8.3 among its Subcontractors.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in ~~Article 9~~ Section 9.5.1 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in ~~Article 9~~ Section 9.4.1 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within ~~30-60~~ days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. ~~Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager.~~ Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Payment or any binding determination of a dispute under the Contract Documents.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

~~%—Invoices due and unpaid under the Contract Documents shall bear interest from the date payment is due at an annual rate of interest of two percent (2%) over the reference rate of interest from time to time announced by U.S. Bank Minneapolis, NA as its reference rate, with each change in interest rate hereunder to become effective on the date the corresponding change in such reference rate as announced by U.S. Bank Minneapolis, NA becomes effective.~~

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. ~~However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.~~

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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

§ 12.2 Binding Dispute Resolution

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

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: (Specify)

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. ~~To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager~~

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~~under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.~~

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement. ~~The Construction Manager will terminate all subcontracts, purchase orders or rental agreements and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.~~

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and any other credits to which the Owner is entitled, and
- .4 Subtract the costs and damages ~~incurred, or to be incurred, incurred~~ by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, or makes such assignment with or without consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than five million dollars (\$ 5,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

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§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents. Bonds.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents. B.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

to the email address of the parties' representatives set forth in Article 1.

§ 14.5 Other provisions:

§ 14.5.1 Construction Phase Administration of Owner's Direct Contractors

§ 14.5.1.1 To the extent the Owner contracts directly with any trade contractors or suppliers for portions of the Work on the Project ("Direct Owner Contractors"), the Construction Manager shall provide on-site administration of the Direct Owner Contracts in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 14.5.1.2 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Direct Owner Contractors with each other and with those of the Construction Manager, Construction Manager's Subcontractors, the Owner and the Architect.

§ 14.5.1.3 The Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Direct Owner Contractors on the Project.

§ 14.5.1.4 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Direct Owner Contractors.

§ 14.5.1.5 Utilizing information from the Direct Owner Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Direct Owner Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 14.5.1.6 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Direct Owner Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 14.5.1.7 Not more frequently than monthly, the Construction Manager shall review and recommend payment of the amounts due the respective Direct Owner Contractors. The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction

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Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

§ 14.5.1.9 The Construction Manager shall review the safety programs developed by each of the Direct Owner Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Direct Owner Contractors, Subcontractors, agents or employees of the Direct Owner Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 14.5.1.10 The Construction Manager shall determine in general that the Work of each Direct Owner Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Owner and Architect about the rejection. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 14.5.1.11 The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Direct Owner Contractors. The Construction Manager shall be responsible to the Owner for the Construction Manager's negligent acts or omissions, but shall not be responsible for acts or omissions of the Direct Owner Contractors or their agents or employees or for a Direct Owner Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

§ 14.5.1.12 The Construction Manager shall review requests for changes, assist in negotiating Direct Owner Contractors' proposals, and submit recommendations to the Architect and Owner regarding such requests.

§ 14.5.1.13 When the Construction Manager considers each Direct Owner Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 14.5.1.14 The Construction Manager shall coordinate the correction and completion of the Direct Owner Contractors' Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Direct Owner Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 14.5.1.15 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Direct Owner Contractors: (1) certificates of insurance received from the Direct Owner Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Direct Owner Contractor under the Contract Documents, including warranties and similar submittals.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 Exhibit C - AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
(Insert the date of the E203-2013 incorporated into this Agreement.)

Reserved

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit D – Tool and Equipment Rates

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

City of Fairmont

Kraus-Anderson Construction Company

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Nicholas W. Leimer – Vice President

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:22:11 ET on 06/22/2022 under Order No. 3104236359 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA[®] Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Seventeenth day of March in the year Two Thousand Twenty-Two

(In words, indicate day, month and year.)

for the following **PROJECT:**

(Name and location or address)

City of Fairmont – Fairmont Community Center
Fairmont, MN

THE OWNER:

(Name, legal status, and address)

City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Kraus-Anderson Construction Company
502 Second Avenue SW
Rochester, MN 55902

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- B.1 GENERAL**
- B.2 OWNER’S INSURANCE**
- B.3 CONSTRUCTION MANAGER’S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER’S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager’s request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Flood

Earthquake

Sub-Limit

No less than \$1,000,000 for Flood Zone B.

No less than \$5,000,000.

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and ~~startup~~-startup, and for portions of the Work stored off the site and portions of the Work in transit. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[**X**] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

§ A.2.5.2.1 Boiler and Machinery Insurance

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

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured ~~on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies as required by Section B.3.1.3 up to the limits required by Sections B.3.2.2 and B.3.2.4.~~

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) ~~the Owner, the Architect, and the Architect's consultants as additional insureds~~ Owner as additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be ~~no less than equivalent to that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.~~

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, ~~unless a different duration is stated below:~~

Init.

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Conditions.

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars (\$ 2,000,000) each occurrence, four million dollars (\$ 4,000,000) general aggregate, and four million dollars (\$ 4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager shall obtain umbrella/excess liability insurance with a combined single limit of ten million dollars (\$10,000,000). The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment ~~by of the underlying insurers limits.~~

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

Init.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than five million dollars (\$ 5,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than five million dollars (\$ 5,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate. Reserved.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate. Reserved.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than two million dollars (\$ 2,000,000) per claim and four million dollars (\$ 4,000,000) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

substantial completion of the Work.

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under ~~Section B.2.3~~ Section B.2.3, except with respect to Section B.2.3.3 and except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The ~~Owner~~ Construction Manager shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the ~~General Conditions unless otherwise set forth below:~~ Conditions.

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.

Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

Init.

§ B.3.3.2.1.1 Such insurance shall be maintained until the Work is Substantially Complete. Once the Work is Substantially Complete, the Owner shall replace the insurance policy required under Section B.3.3.2.1 with permanent property insurance covering the Project.

§ B.3.3.2.1.2 If the insurance required by Section B.3.3.2.1 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

- [] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- [] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	<u>100% of Contract Sum.</u>
Performance Bond	<u>100% of Contract Sum.</u>

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

City of Fairmont – Fairmont Community Center
Fairmont, MN

THE OWNER:

(Name, legal status and address)

City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

THE ARCHITECT:

(Name, legal status and address)

Tom Betti
292 Design Group
3533 E Lake Street
Minneapolis, MN 55406

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

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

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User Notes:

(1967272014)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

~~§ 1.1.8 Initial Decision Maker~~

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Drawings are not intended to be scaled for roughing in measurements or to serve as Shop Drawings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners and any design professionals that may perform any portion of this Work shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications, and the Owner will retain all ownership interest in the Instruments of Service, including all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. Owner's reserved rights. If the Contractor engages any design professionals to perform any portions of the Work, the Contractor shall provide for the Owner to have ownership of the Instruments of Service in accordance with this Section, and the Owner shall be entitled to copies of all such Instruments of Service (including both reproducible copies and digital copies if any such Instruments of Service are in digital form) upon request.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. Owner.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.transmission.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

~~The parties shall agree upon protocols governing the transmission and use of~~ If the parties intend to transmit Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data form, prior to commencement of Work they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.~~

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended ~~appropriately~~ appropriately, and the Contract Sum shall be equitably adjusted.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court

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or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

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where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination ~~and of~~ construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review pursuant to Section 3.2 is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. ~~require~~ and necessary changes shall be accomplished by appropriate Modification to the Contract Documents.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and, as between the Owner and the Contractor, shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall ~~propose alternative means, methods, techniques, sequences, or procedures.~~ The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. ~~Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.~~ not proceed with that portion of the Work without further written instructions from the Architect.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall have competent supervision continuously on the job during work hours and readily available at all times upon call.

§ 3.3.6 The Owner or its approved representative (including the Tegra Group) shall have access to the Work site and all Work, provided that such representative shall follow all site safety protocols. No supervision or inspection by the Owner or the Owner's Representative, nor the authority to act nor any other actions taken by the Owner's Representative shall give rise to any duty on the part of the Owner.

§ 3.3.7 The Contractor shall take commercially reasonable precautions to limit situations where the Work materially disrupts any ongoing operation by the Owner at the Project (if any). In cases where any such disruption is a necessary result of performing a particular portion of the Work, the Contractor shall provide the Owner with reasonable advanced written notice and shall take all commercially reasonable measures to minimize the impact on the Owner and the Owner's operations.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect for a period of one-year after the date of Substantial Completion of the Work or designated portion thereof or after the date of commencement of warranties established under Subparagraph 9.9.1 that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants for a period of one-year after the date of Substantial Completion of the Work or designated portion thereof or after the date of commencement of warranties established under Subparagraph 9.9.1 that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by ~~the Architect, the Architect or the Owner,~~ the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 ~~The Subject to Section 3.2.3, the~~ Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 ~~If Subject to Section 3.2.3, if~~ the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor ~~encounters human remains or~~ recognizes the existence of human remains, burial markers, or archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in ~~If such conditions are encountered, the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15 shall be equitably adjusted.~~

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in ~~the Contract Sum but not in the such stated~~ allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect ~~(1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.~~

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner ~~with reasonable promptness in~~ sufficient time to avoid delay in the Work.

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§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The ~~superintendent-Contractor's Project Manager~~ shall represent the Contractor, and communications given to the ~~superintendent-Contractor's Project Manager~~ shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. ~~Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed, unless such person becomes unable to perform his or her duties due to death, disability, resignation, or termination of employment. If the superintendent is no longer capable of performing his or her duties as described above, the Contractor shall promptly submit to the Owner the resume of any person Contractor requests to instate as a substitute, and unless the Owner reasonably objects, such person shall be substituted.~~

~~§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, ~~or fails to provide submittals in accordance with the approved submittal schedule,~~ the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the completion of the Work, the Contractor shall certify by signing on them that each of the as-built drawings is complete and accurate. Prior to application for final payment, and as a condition to its approval by the Architect and Owner, the Contractor shall deliver the as-built drawings, arranged in proper order, indexed, and certified as accurate to the Architect for transmittal to the Owner.

§ 3.11.2 No review or receipt of such as-built drawings by the Architect or Owner shall be considered a waiver of any deviation from the Contract Documents or approved shop drawings, or any way relieve the Contractor from its responsibility to perform the Work in accordance with the Contract Documents.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. ~~Documents~~, and the Contractor shall not be responsible for the adequacy and accuracy of such performance and design criteria. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form reasonably specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored as close as reasonably practicable under the circumstances to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or

patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 ACCESS TO BOOKS AND RECORDS. The Owner shall at reasonable times during normal working hours have the right to inspect and copy the books and records (however kept) of the Contractor for verification of work done, payments due, amounts claimed, obligations owed Subcontractors or suppliers, or any other aspect of the Contractor's obligations. The Contractor shall keep books and records adequate to support its costs and charges, to comply with generally accepted accounting principles, and to evidence compliance with this Agreement.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The term "Architect" means the Architect or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative ~~during construction~~ (1) during construction, (2) until the date the Architect issues the final Certificate for Payment, for Payment and (3) with the Owner's concurrence, from time to time during the period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.1.1 The Owner shall in its discretion have the option to have the administration of the Contract performed by the Architect, an Owner's representative, or other party. If the Owner chooses to use someone other than the Architect, upon notice by the Owner to the Contractor of the Owner's selection of another party to administer the Contract, such party shall be substituted for the Architect when referred to in the Contract Documents for administration of the Contract; provided, however, that such party shall perform such responsibilities in accordance with the requirements of the Contract Documents and the professional standard of care applicable to architects performing such services in the same or similar locality of the Project.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or

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for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall normally be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall normally be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness so as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions ~~or~~ or, unless specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall promptly notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing ~~within any time limits agreed upon or otherwise with reasonable promptness~~, with reasonable promptness, but in no event later than fifteen (15) days after receipt of such request. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within ~~14-7~~ days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the ~~14-day-7-day~~ period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume

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toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 The Contractor shall promptly notify the Owner in writing of any written Claim by a Subcontractor claiming any default by the Contractor in any of its obligations to such Subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. ~~The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.~~ schedule, coordinate and cooperate with all Separate Contractors.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors

shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect and Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. ~~An order for a minor change in the Work may be issued by the Architect alone.~~

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; others (at standard rates at the place of the Project);
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be

reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and ~~shall not proceed-Owner prior to proceeding~~ to implement the change in the Work. ~~If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.~~

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work (1) by ~~(4)~~ an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by disruptions in labor or materials resulting from a health crisis regardless of whether an infectious disease, epidemic, pandemic or outbreak isolated to areas from which such labor and materials are supplied; (5) by delay authorized by the Owner pending mediation and binding dispute resolution; or ~~(5)-(6)~~ by other causes that the Contractor asserts, asserts and the Architect determines, justify delay, then the Contract Time ~~shall be extended for such reasonable time as the Architect may determine~~ and the Contract Sum shall be equitably adjusted by Change Order.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor as compensation for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and the Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by ~~the Architect~~ the Architect and the Owner. This schedule, unless objected to by ~~the Architect~~ the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and the Owner and supported by such data to substantiate its accuracy as the Architect and Owner may require, and unless objected to by the ~~Architect~~ Architect and the Owner shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect and Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and conditional releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in

Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for amounts owed to such Subcontractor or material or equipment supplier for Work properly performed or material or equipment suitably delivered ~~delivered by such Subcontractor or material or equipment supplier~~. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, ~~no later than seven days~~ after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments

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to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 No progress payment shall be made that depletes the retainage, nor place in escrow any funds that are required for retainage, nor invest the retainage for the benefit of the Contractor. Retainage will not be adjusted until after construction is substantially complete.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. ~~Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied. Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims on behalf of the Owner.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the

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Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, product manuals, operating instructions and close-out documents required in the Contract Documents and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

~~The As between the Owner and the Contractor,~~ the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.1.2 The Contractor shall comply with all applicable laws and regulations. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any safety inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

§ 10.2 Safety of Persons and Property

§ 10.2.1 ~~The As between the Owner and the Contractor,~~ the Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 ~~The As between the Owner and the Contractor,~~ subject to Section 3.2.3, the Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 ~~The As between the Owner and the Contractor, the~~ Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and ~~10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss~~ 10.2.1.3, except to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 ~~The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, If a material or substance reasonably believed by the Contractor to be hazardous, toxic, petroleum or a constituent thereof, including but not limited to asbestos or polychlorinated biphenyl (PCB), or that might cause bodily injury or death to persons, is encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.~~

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to the presence on the site of any (a) hazardous or toxic material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), (b) petroleum or a constituent thereof, or (c) any material or substance that might cause bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), property, except to the extent that such damage, loss, or expense is due to the sole fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs ~~(1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, provided that such material or substance was not required by the Contract Documents,~~ except to the extent that the cost and expense costs and expenses are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable ~~by a government agency~~ for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the ~~Agreement or elsewhere in the Contract Documents.~~ Agreement. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The ~~Owner, Architect, and Architect's consultants~~ Owner shall be named as additional insureds ~~insured~~ under the Contractor's commercial general liability policy ~~or as otherwise described in the Contract Documents as required by the Agreement.~~

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the ~~Contract Documents.~~ Agreement. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.3.1 If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of surety companies accepted, the Contractor shall within ten (10) calendar days after notice from the Owner to do so, substitute acceptable bonds in such form and sum and signed by such other surety or sureties as may be reasonably satisfactory to the Owner. The premiums of such bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished bonds reasonably acceptable to the Owner.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the ~~Contract Documents, Agreement,~~ the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the ~~Agreement or elsewhere in the Contract Documents, Agreement.~~ The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the ~~Agreement or elsewhere in the Contract Documents, the Agreement,~~ the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights of action against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the ~~Contract Documents, Agreement,~~ the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights of action against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, ~~to the extent permissible by such policies,~~ the Owner waives all rights in

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accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have ~~14 days from receipt of notice~~ the right to object to the proposed settlement or allocation of the proceeds. ~~If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation.~~ Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor ~~timely~~ objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's written request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's ~~expense~~ expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly (and any other property damaged or removed in effecting the correction) after receipt of notice from the

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Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5. If the Contractor does not proceed with correction of nonconforming Work within a reasonable time fixed by written notice from the Architect or the Owner, the Owner may correct or remove it and store the salvageable materials or equipment all at the Contractor's expense.

§ 12.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this ~~Section 12.2~~ Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in ~~Section 12.2.2~~ Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, or makes such assignment with or without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and Owner of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the ~~Architect~~ Architect and Owner.

§ 13.4.5 If the Architect and Owner is to observe tests, inspections, or approvals required by the Contract Documents, the Architect and Owner will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- ~~.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2. Documents.~~

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, ~~and the costs incurred by reason of such termination, termination, and damages.~~

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. ~~The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.~~

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly ~~executed~~; executed (including the Contractor's Fee thereon); reasonable costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. The Contractor shall not be entitled to recover damages for the termination or for lost profits or overhead for Work not performed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. ~~This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.~~

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the ~~Work~~. Work or such other period provided by applicable law, whichever is less. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision ~~Reserved~~.

~~§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~

~~§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~

~~§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~

~~§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

~~§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

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

~~§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

~~§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

~~§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.3 Mediation

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~**Reserved.**

~~§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

Init.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:22:57 ET on 06/22/2022 under Order No. 3104236359 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

EXHIBIT D

Tool Description	Weekly Rate
Air Compressor 185 CFM- Diesel	\$323.33
Air Compressor Twin Tank- Elec	\$131.32
ATV- Ranger 2- Passenger	\$251.68

Blanket- Insulated	\$9.84
Bobcat - Auger Head - Round/Hex Shaft	\$209.48
Bobcat Attachments- Forks	\$113.85
Bobcat Attachments- Grappler Bucket	\$204.92
Bobcat Attachments- Hydro Hammer	\$463.99
Bobcat Attachments- Sweeper w/Attachments	\$236.09
Bobcat- Skid Steer Bobcat (tire machine)	\$559.91

Carpet Tools- Carpet Puller	\$176.80
Cart-Trash Cart- 1 Yard	\$45.10
Compactor- Jumping Jack	\$216.75
Compactor- Plate Tamper	\$159.86
Containment Unit	\$53.58
Cut-Out Tool/Roto-Zip	\$22.10

Drill- SDS Roto Hammer Max	\$139.71
Drill- Hammer SDS Roto Hammer 3/8" Corded	\$55.72
Drill- Hammer SDS Roto Hammer 3/8" Cordless	\$61.04
Drill- 18 Volt	\$32.63
Drill- Right Angle 3/8"	\$22.10

Fan - 36" Barrel	\$41.56
Fan- Pedestal Fan	\$59.61
Forklift- Rough Terrain 5,000#-	\$833.72
Forklift- Pneumatic	\$331.53
Forklift- Rough Terrain 10,000#-	\$1,290.34
Gang Box- Chest Type	\$22.85

Generator 3800 Watts	\$87.44
Generator- Elec Generator 6500 watt	\$143.90
Glass Cup	\$16.08
Grinder- 7"	\$38.90
Grinder- Floor Ginder	\$163.96
Grinder- 4 1/2"	\$22.10
Ground Thaw- 2000 sf	\$1,888.33

Equipment Description	Weekly Rate
Jobsite Office Trailer- 8' x 36'	\$221.57
Jobsite Office Trailer- 10' x 40'	\$237.14
Jobsite Office Trailer- 12' x 60'	\$308.00
Ladder- Extension 24'	\$27.21
Ladder- Extension 32'	\$39.90
Ladder- Step, 6', Fiberglass	\$13.70
Laser- Laser Level- Rotating	\$55.72
Lift- Scissor Lift 19' Reach	\$283.25

Cement Mixer-5 cubic ft.-Wheel Barrow Type	\$48.44
Nailer- Air/Pneumatic- Framing	\$54.13
Nailer- Coil Roofing	\$56.59
Nailer- Powder Actuated	\$72.96
Panther- Floor Stripper Model 7700	\$1,783.03
Planer- Door	\$45.98
Pressure Washer - Gas	\$167.12
Pump Water- 2" Trash	\$101.80
Router	\$27.86

Sander - Belt, 3" x 21"	\$40.59
Saw- Circular 7-1/4"	\$27.86
Saw- Compound Miter Sliding 12"	\$79.59
Saw- Partner- Electric	\$114.76
Saw- Partner- Gas	\$114.76
Saw- Port-a-Band	\$69.86
Saw- Sawzall Cut Saw	\$38.90
Saw- Table- 10"	\$148.56
Saw- Walk Behind Concrete Saw	\$172.13
Survey- Eye Level	\$100.19
Sweeper- Walk Behind- Battery Powered	\$271.41
Wheelbarrow	\$15.48

Hammer- Jack Hammer- Electric 60#	\$72.51
HEPA-Air Scrubber-500CFM-Blue-16 x 16	\$151.66
Heppa Aire Scrubber- 2000CFM	\$154.83



Fairmont City Council
June 27, 2022

Agenda Item: 9.5

From: Troy Nemmers, PE – Director of Public Works/City Engineer
To: Mayor and City Council

Subject: Approve AMI installation contract with Allegiant Utility Services

Policy/Action Requested: Approve AMI installation contract with Allegiant
Vote Required: X Simple Majority Roll Call

Recommendation: The Public Utilities Commission is recommending approval

Overview:

The Automated Meter Infrastructure (AMI) project is continuing to move forward. The software integration is complete, and they are currently testing the communications between the field units, the AMI software, and the City’s utility billing software.

One big change that is being tested with the upgrade is the water utility beginning to charge for water usage by the gallon. The utility has always billed at a rate per 100 cubic feet (100 cubic feet = 748 gallons). This is how the old meters were set to work and this practice has been in place for a long time. While new meters can be purchased to read either cubic feet or gallons, staff felt that the general industry standard has shifted to gallons as the public is more familiar with this unit of measurement and can more easily understand this method of billing.

If all goes well with the software testing, the city will be able to begin the process of mass deployment of the meter upgrades. Since there are over 10,000 units that need to be upgraded or replaced, staff reached out to contractors to assist with this work. The city received bids from 3 contractors (1 does both water/electric, 1 does water only, and 1 does electric only) for the installation work. A summary of those costs is attached. Allegiant Utility Services, which is the one contractor that does both water and electric was the lowest price based on these quotes with a total estimated cost of \$555,741.25. Staff feels that it will be very beneficial to have one contractor coordinating this project and working with customers to gain access to meter locations. The Public Utilities Commission has reviewed this contract and is recommending approval.

Budget Impact: The utility funds had budgeted \$3,000,000 in 2021 and 2022 for the AMI project between water and electric. Prior to this contract the utility has spent approximately \$2,000,000 on AMI implementation.

Attachments: Contractor proposal summary
Allegiant Utility Services proposal

Council Action: _____ Date: _____

Allegiant

Electric

Description	Qty	Unit Price	Ext Price
Form 2S	5292	\$14.78	\$78,215.76
Form 3/4S	104	\$16.57	\$1,723.28
Form 5S, 6S, 9S	396	\$35.39	\$14,014.44
Form 12S, 14S, 15S, 16S	636	\$27.46	\$17,464.56
Work Order Software Setup	1	\$2,800.00	\$2,800.00
			\$114,218.04

Water

Description	Qty	Unit Price	Ext Price
3/4" - 1" Install	4386	\$79.62	\$349,213.32
1-1/2" - 2" Install	57	\$162.27	\$9,249.39
3" Install	6	\$885.00	\$5,310.00
4" Install	7	\$1,365.00	\$9,555.00
6" Install	1	\$1,547.00	\$1,547.00
Wire Run Residential	4371	\$13.50	\$59,008.50
Wire Run Commercial	100	\$31.40	\$3,140.00
			\$0.00
Mobilization	1	\$4,500.00	\$4,500.00
			\$441,523.21

Split Quote

PowerMetrix

Description	Qty	Unit Price	Ext Price
All Meters	6429	\$20.00	\$128,580.00
			\$128,580.00

HydroCorp

Description	Qty	Unit Price	Ext Price
5/8" - 1" Install	4386	\$99.00	\$434,214.00
1-1/2" - 2" Install	57	\$230.00	\$13,110.00
3-4" Install	13	\$450.00	\$5,850.00
6" Install	1	\$775.00	\$775.00
			\$0.00
Mobilization	1	\$5,000.00	\$5,000.00
			\$458,949.00

April 21, 2022

Pricing prepared for:
City of Fairmont

Executive Summary:

Allegiant Utility Services is pleased to have the opportunity to earn City of Fairmont 's business and become a trusted partner for this important next step of your Smart Grid initiative. We have done several AMI installations and we currently have six projects underway across the United States.

With over 50 years of combined deployment experience we feel we have assembled the right team to partner with City of Fairmont to help execute this project to your satisfaction on or before your expected completion date.

We hope that we have met your expectations with our response, and we are looking forward to answering any questions you may have regarding our proposal.

Warm Regards,



Jeffrey DeVries
President
Allegiant Utility Services Inc

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I. Business Contact Information

Allegiant Utility Services Inc
7756 College RD STE 150
Baxter, MN 56425
www.allegiantutilityservices.com

Jeff DeVries
CEO
PH: (651) 492-4254
jdevries@allegiantutilityservices.com

II. General Company Description

Summary:

Allegiant Utility Services is a world class utility service organization that has been providing meter installation, meter testing, and meter sales to Municipalities and Electric Cooperatives for over 20 years. The company is based in Manor, Texas and Baxter, MN. We have 82 employees across 12 states throughout the US. In addition, Allegiant Utility Services installs an average of 425K electric meters annually and inspects and tests approximately 4-6K commercial electric meters through its field service division. We average 20-30 projects a year.

III. Management and Organization

Jeff DeVries CEO

Is a seasoned executive professional with more than 20 years of experience in the electric, water, & gas utility industry with a relentless pursuit for the highest quality of service to the customers. He has a proven track record working with several Gridstream customers throughout the US. Plus, he has worked hand in hand with Colorado Springs Utility, Austin Energy, Central Georgia, Hamilton Electric Cooperative, Prentiss County EPA, Oncor, AEP Texas and Xcel Energy.

Mark Kodet COO

Mark is responsible for customer delivery, deployment services and operations. He has over 36 years of engineering, customer service and program management experience including 15 years of dedicated work in AMR/AMI development. He has led some of the most challenging smart meter deployments to include Fortis Alberta, Minnesota Power and Colorado Springs Utility. In addition, he is currently responsible for deployments at Crow Wing Power, Lake Country Power, Red Lake Electric Coop, Rural Electric Coop, Jones Onslow EMC, and A&N Electric Coop.

II. Pricing for Meter Installation Services for Full Deployment

Electric Meter Installation			
Description	QTY	Price	Total Price
Form 2S	5,292	\$14.78	\$78,215.76
Form 3S/4S	104	\$14.78	\$1,537.12
Form 12S Network Meter	320	\$14.78	\$4,729.60
Form 12S, 15S, 16S	316	\$27.46	\$8,677.36
Form 5S, 6S, 8S, 9S	396	\$35.39	\$14,014.44
WOM's Setup	1	\$2,850.00	\$2,850.00
Project Meter Total	6429	Quote	\$110,024.28

III. Pricing Assumptions

1. Meter installation services:
 - a. Assume contiguous installation.
 - b. Inspection of each socket to verify suitability for purpose to support the new AMI meter. Specifically, this inspection is intended to verify that the socket and its internal connections will support the expected load without damage to the meter or socket.
 - c. Remove and replace existing electric meter.
 - d. Includes Standard GPS
 - e. Includes Socket Testing using the Tesco gap indicator tool and also includes installing utility provided tensions clips in desired.
 - f. Five photos will be provided:
 - i. As Found Site photo
 - ii. Original meter in socket to clearly display the last meter reading.
 - iii. Empty socket (prior to installation of the new meter) to provide information about the condition of the socket.
 - iv. New meter installed to clearly show the meter serial number.
 - v. General site photo.
 - g. Meter socket to be sealed in accordance with project UTILITY's accepted practice.
2. Pricing includes all necessary work order integration into your CIS system and access to the work order system for Utility personnel.
 - a. Meter exchange information will be available by throughout the day.
 - b. CIS integration files will be available by 10:00 AM CST next day.
3. \$47.50 upcharge for pulling fuse on single phase 480V service.
4. Assume all commercial meters have heavy bypass or test switches.
5. Transformer Rated Meters
 - a. Service wiring inspected.
 - b. Ensure meter application is correct for service type.

6. Polyphase meters
7. All three phase installers us a full-face shield.
8. When changing a 480v services we do the following:
 - a. Capture the readings
 - b. Disconnect the load
 - c. Inspect the socket and service area
 - d. If there is a bypass lever, we will engage the bypass
 - e. We will remove the old meters
 - f. Take voltage readings
 - g. Inspect the socket again
 - h. Install the newer meter
 - i. Seal the meter base
 - j. Reconnect the load

Note: If we can't disconnect the load with a breaker or disconnect we will fuse down the services. We have an additional fuse down charge.
9. \$78.50 upcharge for polyphase metering requiring a pulling the fuses.
10. Allegiant will make three attempts per meter before 3 striking.
11. No Charge of 3 strike
12. Performance Bond not Included
13. Assume **no prevailing wage or union** requirements.
14. Pricing good through 2022
15. Pricing is for outdoor locations.

IV. Pricing for Water Meter Installation Services for Full Deployment

Line Item Desc	Price Each	Est Qty	Total Line Price
3/4" - 1" Meter Install - Indoor Install	\$79.62	4400	\$350,328.00
1-1/2" - 2" Meter Install - Indoor Install	\$162.27	57	\$9,249.39
3" Meter Install - Indoor Install	\$885.00	6	\$5,310.00
4" Meter Install - Indoor Install	\$1,365.00	7	\$9,555.00
6" Meter Install - Indoor Install	\$1,547.00	1	\$1,547.00
Wire Run - Standard/Residential	\$13.50	TBD	
Wire Run - Difficult/Commercial	\$31.40	TBD	
Plumbing T&M Rate (15 Min Incr)	\$165.00	TBD	
Mobilization	\$4,500.00	1	\$4,500.00
Project Total			\$380,489.39

V. Water Meter Installation Pricing Assumptions

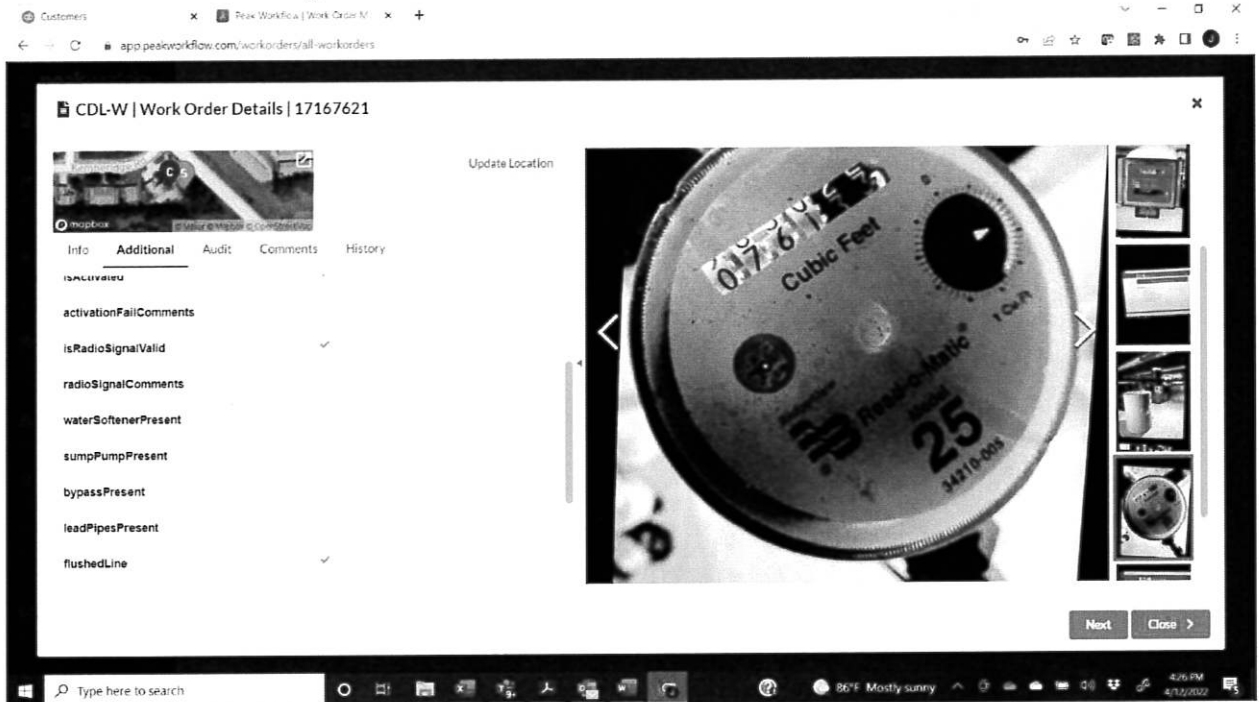
General assumptions:

- This proposal is a budgetary estimate and is subject to change upon inspection of the geographic saturation and quantity
- Vast majority of meters are in indoor settings
 - Rafter, indoor mounting, or use of existing wires included in pricing
 - Wire run with adder for new outdoor endpoint mounting
- Notification coordination included in pricing
 - Notification costs to be invoiced separately (Door Hangers, Letters)
- Pricing is contingent upon no prevailing wage restrictions
- 3"+ install pricing includes right sizing
 - Pipe stands, strainers, or other ancillary items not associated with right sizing will be invoiced separately as needed
- No performance bonding
- No prevailing wage

AUS bid includes:

- Replacement of residential/commercial pit meters in outdoor pits or indoor settings

- We will capture water softener, sump pump and line supply types in our WOM's configuration.



- Provision of call-center during deployment for customer notifications, scheduling and addressing complaints.
 - Live third-party language services
 - Outbound and inbound call center service
 - Online appointments via website and email
 - 24-hour live answering service for emergency dispatch, after hours contact, and inbound call overflow
- Inventory receipt and control
 - Staging and storage to be performed by utility on-site
 - AUS will work from existing utility locations out of pods or designated locked area
- Safety program
- Fleet vehicles with appropriate signage
- Miscellaneous tools and equipment for installations
- Uniforms, badges, etc.
- Standard hiring practices to include background checks, etc
- AUS to recycle removed meters

Utility will provide:

- Provide water meters, endpoints, peripheral installation items, project staging and storage,
- Safe access to all meters, including keys, if available
- Assistance on unsafe meter installations or other special circumstances
- Curb stop location and operation
- Project meeting attendance

VI. Project Overview

We estimate that the project will take between 16-18 months depending on weather and other external factors. Allegiant Utility Services will work with Utility to refine the overall timeline and scale up or down to fit Utility's overall business needs. Allegiant Utility Services's work crew will include a Project Coordinator and team lead/supervisor. Our team lead/supervisor will be a seasoned individual who has run similar projects previously. Other team members will be seasoned installers. All of our team members go through a background check, drug test, and extensive training process. Allegiant is in full compliance with the background and safety requirements outlined in the SOW.

VII. High Level Project Schedule

Onsite Kick-off Meeting Milestone TBD

Objectives:

1. Identify key players and work streams.
2. Establish Timeline and Key Deliverables
3. Establish work groups and follow up meetings

Initial Data Exchange Milestone TBD

Data Validation Milestone TBD

Work flow Testing Milestone TBD

Soft Start Small team in Field Validation Milestone TBD

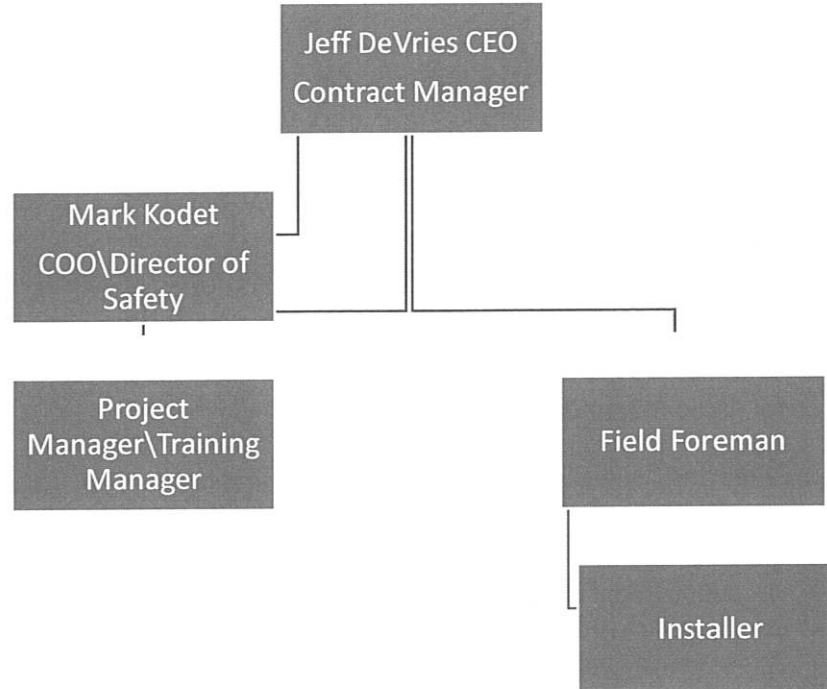
Pilot Start Up TBD

Full Deployment Startup TBD

Meter Installation Completion TBD

Project Completion TBD

VIII. Organization Structure



IX. Work Order and Data Integration Implementation

Our project team will work with your staff to develop and manage the transfer of data throughout the course of the project. On average, it takes 4-6 weeks to set up all the files and build out our work order system for your project. We have done project startups in as little as 3 weeks. Most of the testing and setup is done on our end.

1. Primary Data Transfer File requirements:
 - a. Location File
 - b. Post Meter Change Out export File
 - c. MMF file

2. Location File

- a. We will work with Utility to create a CSV file that contains the following data elements that we can load into our “Peak Workflow” program to conduct the meter exchanges in the field.

Sample:

Allegiant Utility Services Template - Existing Meter Location File											CSV Preferred File Format
Instructions: Update column headers, column positions, and length constraints as appropriate to Utility's CIS.											
Required	Column Header from Utility CIS	Length	Column Position	Notes							
X	Account	50	1	Customer account number							
X	Old Meter Number	20	2	Old meter serial number (Primary Key)							
X	Last kWh Reading	10	3	Typical KWH reading							
X	Meter Form	15	4	i.e. 2S, 2S-SD, etc.							
X	Read Notes	100	5	Notes regarding service location, gate codes, etc.							
X	SubArea	50	6	i.e. Substation							
X	Circuit Number	50	7	i.e. Feeder							
X	Billing Cycle	50	8	Code or name of cycle							
X	Route	50	9	Code or name of route							
X	Old Latitude	15	10	Can be 18 if needed for NISC							
X	Old Longitude	15	11	Can be 19 if needed for NISC							

Account	Old Meter Number	Last kWh Reading	Meter Form	Read Notes	SubArea	Circuit Number	Billing Cycle	Route	Old Latitude	Old Longitude
34534534	TS3242353	3425	2S	Gate Code:1234	02	04	03	01	44.9453656	-93.3358785
64645456	TS329546	4203	2S		01	03	02	02	43.5403388	-109.6520657

- b. Location files are typically loaded daily/weekly during the course of the project to keep the data up to date.
- c. Files are typically sent across our SFTP site.

3. Post Meter Change out Import File

- a. We will work with Utility to create a file for import into CIS for the meter change outs.

Sample:

Allegiant Utility Services Template - Completed Meter Exchange File (Extended)											CSV Preferred File Format
Instructions: Update column headers, column positions, and length constraints as appropriate to Utility's CIS.											
Exported	Column Header to Utility CIS	Length	Column Position	Notes							
X	Account	10	1	Customer account number							
X	Old Meter Number	15	2	Old meter serial number							
X	Old kWh Reading	10	3								
	Old kW Reading	10		Optional based on project							
	Old kVa Reading	10		Optional based on project							
	Old kVar Reading	10		Optional based on project							
X	New Meter	15	4								
X	New kWh Reading	10	5								
	New kW Reading	15									
	New kVa Reading	15									
	New kVar Reading	15									
	New Meter Dial	10									
X	Reading Date	8	6	UTC unless otherwise agreed							
	Meter Set Number	5									
	Demand Code	5									
	Service Location	20									
	Map Number	20									
X	New Latitude	15	7	Can be 18 if needed for NISC							
X	New Longitude	15	8	Can be 19 if needed for NISC							

Account	Old Meter Number	Old kWh Reading	New Meter	New kWh Reading	Reading Date	New Latitude	New Longitude
235345653	TS3453453	3452	81929392934	0	2019-01-01	43.5403388	-109.6520657

- b. We will work hand and hand with you to ensure the file formats are correct through the data validation period of the project.
- c. Meter change out files are provided daily from us to you by using our SFTP site.

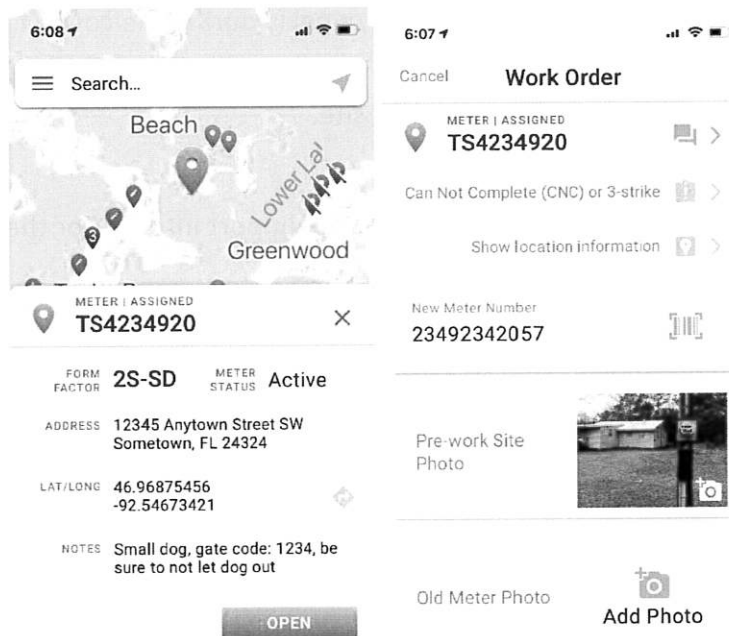
4. Meter Manufacture File “MMF”

- a. The MMF is loaded into our “Peak Workflow” program and used to validate the new meters going into the field and to ensure we have the correct bar coding.
- b. MMF files are typically provided through the course of the project as you are receiving meter shipments.

5. Work order tool interface

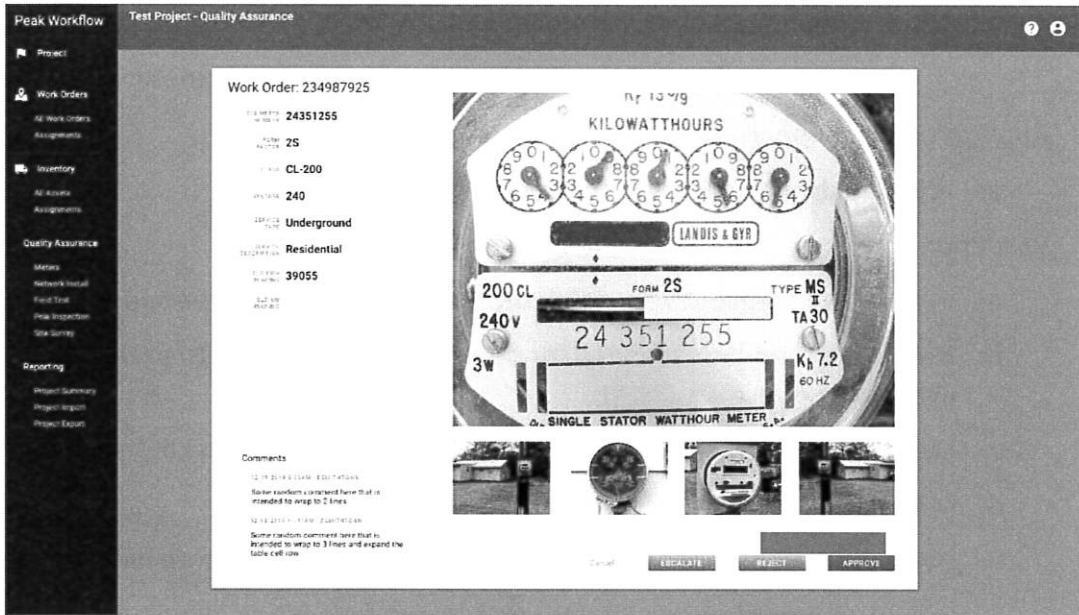
a. Handheld Devices

- i. Meters tracked in map interface on your handhelds
- ii. Flexible meter reading inputs
- iii. New meter numbers scanned in



b. Web Tools

- i. Meters install detail screen



Deployment Progress Tracking

1. Updated daily
2. Color coded to track completed and skipped meters.
3. Organized by installer and meter type



c. Utility Access

- i. Access to web portal included in base contract during the deployment.
- ii. Secure login for each user
- iii. Custom reporting

iv. Unlimited use of the mobile application

1. Per meter install fee when Utility conducts meter exchange.

6. Application and Support.

- a. We provide 24X7 support on the applications.

7. Validations

- a. In field validation of every data entry ensures accurate information.
- b. New meter numbers scanned for accuracy and compared to preloaded list of available meters.
- c. Meter reading dates preloaded to allow utility defined blackout period.
- d. Meters cannot be changed out during blackout period.
- e. Database post processing ensures data integrity and accurate billing.
- f. Follow up reporting provided for meters not found in field, or inaccessible for change out after multiple efforts to access site.

X. Meter Exchange, Escalation, and Quality

1. Meter Replacement Procedure:

- a. Verify site location information in work order systems.
- b. Notify customer meter exchange will take place.
- c. Inspect meter site environment for obstructions and hazards.
- d. Validate meter face plate to ensure it matches work order and service type.
- e. Open work order and take site validation photo.
- f. Capture out read.
- g. Ensure all PPE is on prior to contact with meter can.
- h. When swapping out the meter first cut the seal from the power company.
- i. Remove the cover or ring locking the meter in place.
- j. The meter is then removed by grasping the top of the meter and pulling it free from the meter canister.
- k. If there are any problems such as burned lugs, loose lugs, cable trouble reinstall existing meter and follow escalation process with the utility.
- l. Take photo of empty socket.
- m. When installing the new meter, align the two bottom lugs of the meter to the bottom lugs in the meter box, then while pushing in the meter make sure the top lugs are aligned as well. With all four lugs aligned you push the meter in place. Making sure it's pushed all the way in. Examine the new meter, making sure it's installed correctly.
- n. With power to the facility is restored; examine the new meter making sure no problems arise.
- o. A seal is then placed on the meter ring or can.
- p. Take new meter installation photo.
- q. Complete work order.

2. Meter Installation Escalation procedures:

a. Tamper

- i. In the event tampering is discovered at the meter location the technician will do the following:
- ii. Notify the appointed Utility Revenue protection contact.
- iii. Notify the Allegiant Utility Services project manager.
- iv. Replace the old meter if removed.
- v. Standby onsite until a Utility representative arrives.
- vi. Provide a statement if required.

b. Damaged socket or service:

- i. In the event of an unsafe condition at the meter location the technician will do the following:
- ii. Notify the appointed Utility service contact.
- iii. Notify the Allegiant Utility Services project manager.
- iv. Stand by onsite until either the Allegiant or Utility representative arrives.

3. Material Handling

- a. Utility issued keys and barrel lock tools will be tracked per technician.
- b. Technician will return old meters daily
 - i. Old meter serial numbers on outside of box
 - ii. Initials of tech and date on outside of box
- c. Old meters will be palletized and shrink wrapped

4. Call Center

- a. Staffed 8am – 8 PM CST
- b. #800 specifically assigned to Utility project
- c. IP based platform support call forwarding to Utility contacts
- d. Call Volume Reporting and Issue tracking
- e. Recording for calls and voicemail provided upon request

5. Quality

- a. We will conduct a 100% audit on all installations for initial 2 weeks of each meter category.
- b. We will conduct a **100% read validation** on all installations throughout the project.
- c. We will conduct a random sample audit of 5% of all installations throughout the project.
- d. Audit process include the following:
 - i. Site visits
 - ii. Picture reviews
 - iii. Data validation

XI. Safety Program Summary

1. All employees go through rigorous hot socket and meter handling training to ensure all of our employees are following all appropriate guidelines.
2. Each employee wears PPE gear to include the following:
 - Safety glasses\Face shields
 - Hardhat
 - FR shirt and pants
 - Protective footwear
 - 600 Volt protective gloves and leathers
 - High Viz vest
3. Employees are issued appropriate contractor ID badges.
4. Daily/Weekly tailgate meetings are conducted to review the safety guidelines and review any field incidents.
5. In the event a meter exchange results in an unsafe meter can condition our employees will follow the local utility procedures and wait onsite until a utility personnel arrives.

XII. Completed AMI Projects Deployments

Utility	Contract	Ph#	Size of Deployment	Total Tech
Missouri Rural Electric Cooperative	Rob Bush	573-769-2104	5375	5
Southwest Iowa Electric Cooperative	Phil Kinser	641-464-8915	7212	2
Rural Electric Convenience Cooperative	Chris Bridges	217- 438-6513	7493	2
Access Energy Cooperative	Kevin Wheeler	319-385-1577	9392	2
Beltrami Electric Coop	Rich Reiwer	(218) 444-2540	28,000	3
Wild Rice Electric Coop	Steve Haaven	218-935-2517	17,000	5
Central Georgia EMC	Ben Thomason	770 504-7883	49,100	5
Navopache Electric Cooperative	Garth Turley	928-368-5116	34,000	6
Wood County Electric Coop	CH Campbell	903-763-6578	33,000	2
Northwestern Electric Coop	Jaret Dowler	580-571-3906	15,000	4
Empire Electric Cooperative	Clint Rapier	970-564-4418	10,300	2
Crawford Electric Coop	Terry Gordon	573-732-4415	7,000	1
Farmers Electric Coop	Scott Davis	800-397-4821	6,000	2
Clay Electric Cooperative	Toby Moss	352-473-8000 ext. 8367	186,000	12

Jones Onslow EMC	Aaron Spencer	910-577-6304	72,000	5
South Central Power	Grant Kremmer	740-974-4227	120,000	4-6
Lake Country Power	Ryan Fergeson	218-256-0798	73,000	4
Crow Wing Power	Pat Goff	218-825-2222	52,000	4

Active AMI Projects:

Utility	City, State	Contact	Ph#	Size of Deployment	Total Tech
Piedmont EMC	Hillsborough, NC	Larry Hopkins	919-644-3431	34,400	3-4
Polk Burnet Electric Cooperative	Centuria, WI 54824	Todd Schulte	715-646-3319	18,000	3
United Cooperative Services	Cleburne, TX	Michael Lattner	817-782-8308	98,000	4
Tricounty Electric Coop	Azel Tx	Cole Shirley	936-499-3643	116,000	4-5
Median Electric Cooperative	Hondo, TX	Phillip Crow	830-741-7232	38,000	2
South Plains Electric Cooperative	Lubbock, TX	Brandon Loth	806-783-7974	58,000	1-2
Pedernales Electric Cooperative	Johnson City, TX	Jim Spaulding	830-868-6128	320,000	6-20

XIII. Exhibit A Safety Manual

Accounts Payable
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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>A.H. Hermel Company</u>					
A.H. Hermel Company	Liquor Store	Supplies Liquor Store	290.64	156174	06/03/2022 1
A.H. Hermel Company	Liquor Store	Supplies Liquor Store	266.88	156174	06/03/2022 1
A.H. Hermel Company	Aquatic Park	Food for Resale Aquatic Park	3,032.34	156105	06/01/2022 1
A.H. Hermel Company	Aquatic Park	Food for Resale Aquatic Park	1,238.98	156352	06/22/2022 1
A.H. Hermel Company	Aquatic Park	Food for Resale Aquatic Park	609.34	156352	06/22/2022 1
A.H. Hermel Company	Aquatic Park	Food For Resale Aquatic Park	1,439.42	156268	06/17/2022 1
A.H. Hermel Company	Aquatic Park	Food For Resale Aquatic Park	658.93	156268	06/17/2022 1
A.H. Hermel Company	Aquatic Park	Food For Resale Aquatic Park	133.94	156268	06/17/2022 1
A.H. Hermel Company	Liquor - Mdse for Resale	Freight	8.95	156174	06/03/2022 1
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	139.31	156174	06/03/2022 1
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	236.38	156174	06/03/2022 1
A.H. Hermel Company	Liquor - Mdse for Resale	Freight	8.95	156174	06/03/2022 1
Total for A.H. Hermel Company			8,064.06		
<u>Alex Air Apparatus, Inc</u>					
Alex Air Apparatus, Inc	Fire Fighting	Short Cycling. Put Kits in both ACD Blocks	904.31	156218	06/14/2022 1
Total for Alex Air Apparatus, Inc			904.31		
<u>Amazon Capital Services</u>					
Amazon Capital Services	Fire Fighting	Cast Iron Floor Drain Cover Fire Dept	29.27	156106	06/01/2022 1
Amazon Capital Services	Airport	Water Filters Airport	39.26	156353	06/22/2022 1
Amazon Capital Services	Airport	Office Supplies	1.63	156353	06/22/2022 1
Amazon Capital Services	Data Processing	Office Supplies	0.98	156353	06/22/2022 1
Amazon Capital Services	Data Processing	City Computer Supplies	55.68	156269	06/17/2022 1
Amazon Capital Services	Road & Bridge Equipment	Paint Tips Street Dept	175.26	156106	06/01/2022 1
Amazon Capital Services	Director of Finance	Office Supplies	1.63	156353	06/22/2022 1
Amazon Capital Services	Lake Restoration	Office Supplies	0.65	156353	06/22/2022 1
Amazon Capital Services	Parking Lots	Office Supplies	0.65	156353	06/22/2022 1
Amazon Capital Services	Liquor Store	Ink Cartridges Liquor Store	73.98	156353	06/22/2022 1
Amazon Capital Services	Liquor Store	Office Supplies	0.65	156353	06/22/2022 1
Amazon Capital Services	City Manager	Office Supplies	1.63	156353	06/22/2022 1
Amazon Capital Services	Recording & Reporting	Office Supplies	1.63	156353	06/22/2022 1
Amazon Capital Services	Police Administration	Office Supplies	0.65	156353	06/22/2022 1
Amazon Capital Services	Paved Streets	Office Supplies	0.65	156353	06/22/2022 1
Amazon Capital Services	Paved Streets	Hex Screwdriver for Auto Flush Valve	9.51	156269	06/17/2022 1
Amazon Capital Services	Paved Streets	Flagpole Rope & Clips Kit	75.96	156269	06/17/2022 1
Amazon Capital Services	Crime Control & Investigation	Office Supplies	0.98	156353	06/22/2022 1
Amazon Capital Services	Parks	Office Supplies	1.30	156353	06/22/2022 1
Amazon Capital Services	Parks	Sloan Repair Kit & Sloan Valve	169.85	156269	06/17/2022 1
Amazon Capital Services	Parks	A38A Flush Valves	75.68	156269	06/17/2022 1
Amazon Capital Services	Parks	Sensor Park Dept	192.00	156269	06/17/2022 1
Amazon Capital Services	Parks	Liner Straps & Garbage Cans Park Dept	83.82	156269	06/17/2022 1
Amazon Capital Services	Fire Fighting	Office Supplies	1.30	156353	06/22/2022 1

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Amazon Capital Services	Aquatic Park	Birthday Supplies & Beach Toys Aquatic Park	70.94	156269	06/17/2022 1
Amazon Capital Services	Aquatic Park	Equipment Parts Aquatic Park	60.00	156269	06/17/2022 1
Amazon Capital Services	Aquatic Park	Fisrt Aid Supplies Aquatic Park	20.55	156219	06/14/2022 1
Amazon Capital Services	Aquatic Park	Water Fountain Parts for Repair Aquatic Park	71.57	156219	06/14/2022 1
Amazon Capital Services	Aquatic Park	Merchandise for Resale Aquatic Park	10.70	156219	06/14/2022 1
Amazon Capital Services	Building Inspection	Office Supplies	1.63	156353	06/22/2022 1
Amazon Capital Services	Planning & Zoning	Office Supplies	1.63	156353	06/22/2022 1
Amazon Capital Services	Economic Development	Office Supplies	0.98	156353	06/22/2022 1
Amazon Capital Services	Engineering	Office Supplies	3.58	156353	06/22/2022 1
Amazon Capital Services	Engineering	Keyboard & Mouse New Engineering Tech	156.31	156106	06/01/2022 1
Total for Amazon Capital Services			1,392.49		
<u>American Pest Control</u>					
American Pest Control	SMEC Building	Pest Control SMEC June 2022	56.00	156220	06/14/2022 1
American Pest Control	Aquatic Park	Pest Control Aquatic Park June 2022	65.00	156220	06/14/2022 1
American Pest Control	General Government Buildings	June 2022 Pest Control City Hall	56.00	156354	06/22/2022 1
American Pest Control	Library	Pest Control Library June 2022	56.00	156220	06/14/2022 1
American Pest Control	Airport	June 2022 Pest Control Airport	110.00	156354	06/22/2022 1
Total for American Pest Control			343.00		
<u>Angelica/Ryes Cordova</u>					
Angelica/Ryes Cordova	Non-departmental	Refund Check 017998-000, 900 Hengen St #202	0.58	156166	06/02/2022 1
Angelica/Ryes Cordova	Non-departmental	Refund Check 017998-000, 900 Hengen St #202	0.39	156166	06/02/2022 1
Angelica/Ryes Cordova	Non-departmental	Refund Check 017998-000, 900 Hengen St #202	0.58	156166	06/02/2022 1
Total for Angelica/Ryes Cordova			1.55		
<u>Aramark Uniform Services</u>					
Aramark Uniform Services	Central Garage	Launder Uniforms for Mechanics	45.39	156107	06/01/2022 1
Aramark Uniform Services	Central Garage	Launder Uniforms for Mechanics	43.39	156270	06/17/2022 1
Aramark Uniform Services	Central Garage	Launder Uniforms for Mechanics	43.39	156270	06/17/2022 1
Aramark Uniform Services	Central Garage	Launder Uniforms for Mechanics	43.39	156221	06/14/2022 1
Aramark Uniform Services	Paved Streets	Cleaning Supplies Street Dept	36.07	156221	06/14/2022 1
Aramark Uniform Services	Paved Streets	Cleaning Supplies Street Dept	36.07	156270	06/17/2022 1
Aramark Uniform Services	Paved Streets	Cleaning Supplies Street Dept	36.07	156270	06/17/2022 1
Aramark Uniform Services	Paved Streets	Cleaning Supplies Street Dept	36.08	156107	06/01/2022 1
Aramark Uniform Services	Parks	Cleaning Supplies Park Dept	36.08	156221	06/14/2022 1
Aramark Uniform Services	Parks	Cleaning Supplies Park Dept	36.07	156107	06/01/2022 1
Aramark Uniform Services	Parks	Cleaning Supplies Park Dept	36.08	156270	06/17/2022 1
Aramark Uniform Services	Parks	Cleaning Supplies Park Dept	36.08	156270	06/17/2022 1
Total for Aramark Uniform Services			464.16		
<u>Arnold Motor Supply</u>					
Arnold Motor Supply	Parks	Huskyliner-XC Front/2nd 09-18 RAM 1500 Crew	197.00	156271	06/17/2022 1
Arnold Motor Supply	Parks	Mud Flaps Park #518	61.24	156271	06/17/2022 1
Total for Arnold Motor Supply			258.24		
<u>Ascent Aviation Group, Inc.</u>					
Ascent Aviation Group, Inc.	Airport	8000 Gross Gallons 100LL Aviation Gasoline	50,091.32	156222	06/14/2022 1

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Total for Ascent Aviation Group, Inc.			50,091.32		
<u>Bartlett, Summer</u>					
Bartlett, Summer	Culture & Rec Charges	Cancelled Shelter House Rental 07/31/2022	53.69	156223	06/14/2022 1
Total for Bartlett, Summer			53.69		
<u>Bauer Built Tire</u>					
Bauer Built Tire	Parks	4 Tires Carlisle 20x12.5-15 Turf Park Dept #531	1,160.00	156224	06/14/2022 1
Bauer Built Tire	Parks	1 Turf Master Tire Soccer Fields Mower	98.00	156224	06/14/2022 1
Bauer Built Tire	Parks	2 Goodyear Turf Tires Mounted Park 547	1,944.00	155999	05/26/2022 1
Total for Bauer Built Tire			3,202.00		
<u>Beemer Companies</u>					
Beemer Companies	Parks	05/27/2022 Soccer Fields-Roll West 2 Fields of Parking Lot	652.50	156225	06/14/2022 1
Beemer Companies	Airport	Pump out Maint Hole at Airport & Haul to WWTP Fmt	660.00	156108	06/01/2022 1
Total for Beemer Companies			1,312.50		
<u>Bellboy Corporation</u>					
Bellboy Corporation	Liquor - Mdse for Resale	Liquor	2,839.44	156175	06/03/2022 1
Bellboy Corporation	Liquor - Mdse for Resale	Freight	52.00	156175	06/03/2022 1
Bellboy Corporation	Liquor - Mdse for Resale	Misc Merchandise for Resale Liquor Store	219.40	156175	06/03/2022 1
Bellboy Corporation	Liquor - Mdse for Resale	Freight	7.24	156175	06/03/2022 1
Bellboy Corporation	Liquor - Mdse for Resale	Misc Merchandise for Resale Liquor Store	-19.55	156175	06/03/2022 1
Bellboy Corporation	Liquor - Mdse for Resale	Pop/Mix	46.00	156175	06/03/2022 1
Total for Bellboy Corporation			3,144.53		
<u>Bergankdv</u>					
Bergankdv	Other General Gov't	Interim Billing For Audit of Financial Statements Ending 12/31/21	5,000.00	156000	05/26/2022 1
Total for Bergankdv			5,000.00		
<u>Berhow</u>					
Berhow	Parks	Reimbursement for Safety Boots	144.99	156272	06/17/2022 1
Berhow	Non-departmental	Refund Check 013228-002, 600 Burton Lane 208	0.35	156167	06/02/2022 1
Berhow	Non-departmental	Refund Check 013228-002, 600 Burton Lane 208	0.24	156167	06/02/2022 1
Berhow	Non-departmental	Refund Check 013228-002, 600 Burton Lane 208	0.03	156167	06/02/2022 1
Berhow	Non-departmental	Refund Check 013228-002, 600 Burton Lane 208	0.35	156167	06/02/2022 1
Total for Berhow			145.96		
<u>Bettin Trucking, Inc.</u>					
Bettin Trucking, Inc.	Storm Sewer Mnt	2 Loads Rip Rap Storm Sewer	2,476.98	156109	06/01/2022 1
Total for Bettin Trucking, Inc.			2,476.98		
<u>Bevcomm Inc</u>					
Bevcomm Inc	Data Processing	May 2022 Contracted Computer Support	6,090.00	156226	06/14/2022 1
Bevcomm Inc	Director of Finance	June 2022 Telephone	22.51	156273	06/17/2022 1
Bevcomm Inc	Airport	June 2022 Telephone	3.42	156273	06/17/2022 1
Bevcomm Inc	Data Processing	Microsoft 365 App & Visio Online Plan 2 June 2022	427.50	156135	06/01/2022 1
Bevcomm Inc	Data Processing	Rocketfailover Fusion June 2022	39.95	156135	06/01/2022 1
Bevcomm Inc	Data Processing	Choicescan Email Filter & Back-Up Data Recovery June 2022	341.25	156135	06/01/2022 1
Bevcomm Inc	Central Garage	June 2022 Telephone	1.76	156273	06/17/2022 1
Bevcomm Inc	Recording & Reporting	June 2022 Telephone	9.70	156273	06/17/2022 1

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Bevcomm Inc	City Manager	June 2022 Telephone	20.84	156273	06/17/2022 1
Bevcomm Inc	Liquor Store	June 2022 Telephone	1.71	156273	06/17/2022 1
Bevcomm Inc	Parks	June 2022 Telephone	3.22	156273	06/17/2022 1
Bevcomm Inc	Fire Fighting	June 2022 Telephone	1.14	156273	06/17/2022 1
Bevcomm Inc	Animal Control	June 2022 Telephone	0.57	156273	06/17/2022 1
Bevcomm Inc	Paved Streets	June 2022 Telephone	4.37	156273	06/17/2022 1
Bevcomm Inc	Aquatic Park	June 2022 Telephone	30.77	156273	06/17/2022 1
Bevcomm Inc	Building Inspection	June 2022 Telephone	1.80	156273	06/17/2022 1
Bevcomm Inc	Economic Development	June 2022 Telephone	17.64	156273	06/17/2022 1
Bevcomm Inc	Engineering	June 2022 Telephone	4.51	156273	06/17/2022 1
Total for Bevcomm Inc			7,022.66		
<u>Bierschbach Equipment & Supply</u>					
Bierschbach Equipment & Supply	Paved Streets	Clutch Complete	118.75	156274	06/17/2022 1
Bierschbach Equipment & Supply	Paved Streets	Cut-N-Break Blade	326.42	156110	06/01/2022 1
Bierschbach Equipment & Supply	Paved Streets	Clutch Cover & Clutch Spring	56.59	156110	06/01/2022 1
Total for Bierschbach Equipment & Supply			501.76		
<u>Blacksheep Landscaping LLP</u>					
Blacksheep Landscaping LLP	Paved Streets	Remove & Replace 215 SF of 7' Thick Road Paving 310 Krahrmer Dr	4,605.75	156275	06/17/2022 1
Total for Blacksheep Landscaping LLP			4,605.75		
<u>Bode</u>					
Bode	Elections	Power Strip & Cable Ties for Special Election 05/24/2022	51.26	156001	05/26/2022 1
Total for Bode			51.26		
<u>Boekett Building Supply</u>					
Boekett Building Supply	Central Garage	Plywood for Mechanic Storage	80.74	156002	05/26/2022 1
Boekett Building Supply	Incubator Building	Nails Incubator Repairs	13.16	156227	06/14/2022 1
Boekett Building Supply	Incubator Building	Screws & 1x6-8' #2 Pine Incubator Repair	32.74	156227	06/14/2022 1
Boekett Building Supply	Other General Gov't	Supplies to Board Up Vacant Bldg 107 W 1st Street	119.69	156276	06/17/2022 1
Boekett Building Supply	Parks	2x4-8' Dog Park Repairs	21.60	156227	06/14/2022 1
Boekett Building Supply	Crime Control & Investigation	2 Fire Extinguishers for MRAP Heat Team	109.10	156276	06/17/2022 1
Total for Boekett Building Supply			377.03		
<u>Bomgaars Supply</u>					
Bomgaars Supply	Parks	Tailgate Mat Park 518	52.99	156355	06/22/2022 1
Bomgaars Supply	Parks	Couplers, Adapters, Inserts, Winch Strap, Hose Clamp& Hand Winch	96.57	156355	06/22/2022 1
Bomgaars Supply	Parks	Top Roller Fixture Ward Park Shelter Repair	19.99	156355	06/22/2022 1
Bomgaars Supply	Parks	Kilz Paint & Cable Ties	52.34	156355	06/22/2022 1
Bomgaars Supply	Parks	Boot Scrubber for New Shop	199.95	156003	05/26/2022 1
Bomgaars Supply	Parks	Staples, Air Tool Oil Bird Net Supplies Gomsrud	14.98	156003	05/26/2022 1
Bomgaars Supply	Parks	Angle Iron Gomsrud Garage Door for Bird Netting	137.94	156003	05/26/2022 1
Bomgaars Supply	Paved Streets	Power Supplies New Public Works Bldg	45.98	156003	05/26/2022 1
Bomgaars Supply	Paved Streets	New Shop Storage Park Dept	611.98	156003	05/26/2022 1
Bomgaars Supply	Paved Streets	Shop Supplies Park Dept Router Bit Set	21.99	156003	05/26/2022 1
Bomgaars Supply	Airport	Filters Airport	99.99	156355	06/22/2022 1
Bomgaars Supply	Fire Fighting	Floor Dry Fire Dept	249.75	156003	05/26/2022 1

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Bomgaars Supply	Storm Sewer Mnt	Concrete Bolts Adams Ave	19.92	156355	06/22/2022 1
Bomgaars Supply	Central Garage	Parts Washer Solvent	70.99	156355	06/22/2022 1
Bomgaars Supply	Aquatic Park	Concrete Crack Filler, Concrete Patch & Flex Tape Aquatic Park	36.97	156355	06/22/2022 1
Bomgaars Supply	Aquatic Park	Plastic Hose Couplings Aquatic Park	7.17	156355	06/22/2022 1
Total for Bomgaars Supply			1,739.50		
<u>Bormann</u>					
Bormann	Aquatic Park Charges	Duplicate Swimming Lessons Registration Order#s 776971 & 776967	90.00	156004	05/26/2022 1
Total for Bormann			90.00		
<u>Breakthru Beverage MN Wine & Spirits</u>					
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Pop/Mix	132.22	156176	06/03/2022 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	6,683.81	156176	06/03/2022 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Pop/Mix	245.38	156383	06/22/2022 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	1,859.18	156383	06/22/2022 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	-47.00	156383	06/22/2022 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	68.30	156383	06/22/2022 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	95.74	156176	06/03/2022 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	107.30	156176	06/03/2022 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	6,708.32	156176	06/03/2022 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	1.85	156176	06/03/2022 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	96.00	156176	06/03/2022 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	7.40	156176	06/03/2022 1
Total for Breakthru Beverage MN Wine & Spirits			15,958.50		
<u>Capital One Trade Credit</u>					
Capital One Trade Credit	Paved Streets	6" Vise & 8" Vice	489.98	156277	06/17/2022 1
Total for Capital One Trade Credit			489.98		
<u>Cardmember Services</u>					
Cardmember Services	Police Administration	V37 EVOG Training St Cloud, MN 04/19/2022	112.63	156111	06/01/2022 1
Cardmember Services	Paved Streets	Poster	29.47	156111	06/01/2022 1
Cardmember Services	Paved Streets	Notebooks, HDMI Cable & Answering Machine	65.17	156111	06/01/2022 1
Cardmember Services	Paved Streets	Book Case, Pallet Lifter, Ice Maker, Filter Kit New Shop	4,411.14	156111	06/01/2022 1
Cardmember Services	Crime Control & Investigation	2 packs multi-cable end chargers for officers & seized phones	26.98	156111	06/01/2022 1
Cardmember Services	Crime Control & Investigation	Squad #2 Registration	14.60	156111	06/01/2022 1
Cardmember Services	Crime Control & Investigation	Postage to mail pkgs to MN BCA in St Paul	40.40	156111	06/01/2022 1
Cardmember Services	Crime Control & Investigation	Cookies for Elementary Kids for Public Safety Day	99.83	156111	06/01/2022 1
Cardmember Services	Crime Control & Investigation	Postage Police Dept Legal Papers	14.10	156111	06/01/2022 1
Cardmember Services	Crime Control & Investigation	Uniform Returns	-43.81	156111	06/01/2022 1
Cardmember Services	Crime Control & Investigation	Use of Force Instructor Registration Beletti & Bleess, Taser Ins	2,637.90	156111	06/01/2022 1
Cardmember Services	City Manager	City Hall Supplies	17.51	156111	06/01/2022 1
Cardmember Services	Director of Finance	Gov't Finance Officers Assoc-Employment Ads	150.00	156111	06/01/2022 1
Cardmember Services	Director of Finance	Gov't Finance Officers Assoc Conference Austin , TX Hoye	712.03	156111	06/01/2022 1
Cardmember Services	Engineering	2022 Nat'l Public Works Week Poster & Coloring Books	146.90	156111	06/01/2022 1
Cardmember Services	Aquatic Park	Binders for Aquatic Park	18.10	156111	06/01/2022 1
Total for Cardmember Services			8,452.95		

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<u>Carquest Auto Parts Stores</u>					
Carquest Auto Parts Stores	Aquatic Park	2 Hoses Made Aquatic Park	40.65	156278	06/17/2022 1
Carquest Auto Parts Stores	Road & Bridge Equipment	Hydraulic Hose Street #166	44.52	156005	05/26/2022 1
Carquest Auto Parts Stores	Road & Bridge Equipment	Left Tie Rod End Street #113	57.94	156136	06/01/2022 1
Carquest Auto Parts Stores	Road & Bridge Equipment	Battery Park Street #135	125.17	156278	06/17/2022 1
Carquest Auto Parts Stores	Crime Control & Investigation	Battery Police #6	155.99	156136	06/01/2022 1
Carquest Auto Parts Stores	Crime Control & Investigation	Battery Police #4	133.99	156136	06/01/2022 1
Carquest Auto Parts Stores	Parks	Oil Seals	24.92	156005	05/26/2022 1
Carquest Auto Parts Stores	Crime Control & Investigation	Battery Police #10	133.99	156136	06/01/2022 1
Carquest Auto Parts Stores	Parks	Battery Park #535	116.57	156278	06/17/2022 1
Carquest Auto Parts Stores	Parks	Toggle Switch Parks #518	9.01	156278	06/17/2022 1
Carquest Auto Parts Stores	Parks	Bearings	41.41	156005	05/26/2022 1
Carquest Auto Parts Stores	Crime Control & Investigation	Battery Police #5	133.99	156136	06/01/2022 1
Carquest Auto Parts Stores	Crime Control & Investigation	Battery Police #1	133.99	156136	06/01/2022 1
Carquest Auto Parts Stores	Crime Control & Investigation	Battery-Silver 1 Ea Fire Dept	-22.00	156278	06/17/2022 1
Carquest Auto Parts Stores	Paved Streets	Hydraulic Hose Made Street #126	167.34	156278	06/17/2022 1
		Total for Carquest Auto Parts Stores	1,297.48		
<u>Cemstone Concrete Materials LLC</u>					
Cemstone Concrete Materials LLC	Storm Sewer Mnt	Concrete 1st & Prarire Storm Sewer	360.75	156112	06/01/2022 1
Cemstone Concrete Materials LLC	Storm Sewer Mnt	Concrete Adams Ave by Hy-Vee Storm Sewer	556.50	156112	06/01/2022 1
Cemstone Concrete Materials LLC	Storm Sewer Mnt	Concrete 952 Liberty Storm Sewer	331.88	156006	05/26/2022 1
		Total for Cemstone Concrete Materials LLC	1,249.13		
<u>City Of Fairmont Petty Cash</u>					
City Of Fairmont Petty Cash	Director of Finance	Cookies for Chris' Last Day	14.99	156228	06/14/2022 1
City Of Fairmont Petty Cash	Elections	Duct Tape for Elections	23.71	156228	06/14/2022 1
City Of Fairmont Petty Cash	General Government Buildings	Supplies Upstairs City Hall	5.30	156228	06/14/2022 1
City Of Fairmont Petty Cash	Aquatic Park	Operating Supplies Aquatic Park	23.48	156228	06/14/2022 1
City Of Fairmont Petty Cash	Aquatic Park	Fasteners Aquatic Park	3.62	156228	06/14/2022 1
City Of Fairmont Petty Cash	Engineering	Card & Cupcakes Bette Retirement	27.99	156228	06/14/2022 1
City Of Fairmont Petty Cash	Economic Development	Card for Linsey	5.25	156228	06/14/2022 1
		Total for City Of Fairmont Petty Cash	104.34		
<u>City of Fairmont-Airport Petty Cash</u>					
City of Fairmont-Airport Petty Cash	Non-departmental	Startup Cash for Aquatic Park 2022	420.00	156007	05/26/2022 1
		Total for City of Fairmont-Airport Petty Cash	420.00		
<u>Clow</u>					
Clow	Non-departmental	AR Refund	300.00	156356	06/22/2022 1
		Total for Clow	300.00		
<u>Community Education & Recreation</u>					
Community Education & Recreation	Other General Gov't	Playground Program & Facility Scheduling	15,500.00	156357	06/22/2022 1
		Total for Community Education & Recreation	15,500.00		
<u>Crysteel Truck Equipment Inc</u>					
Crysteel Truck Equipment Inc	Road & Bridge Equipment	Tool Box #133	406.00	156137	06/01/2022 1
		Total for Crysteel Truck Equipment Inc	406.00		

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<u>Culligan Water of Fairmont</u>					
Culligan Water of Fairmont	Fire Fighting	Cooler Rental & Bottled Water Fire Dept	35.95	156229	06/14/2022 1
Culligan Water of Fairmont	Aquatic Park	Chemicals-Sodium Bicarbonate Aquatic Park	926.10	156229	06/14/2022 1
		Total for Culligan Water of Fairmont	962.05		
<u>Czuczor</u>					
Czuczor	Non-departmental	Refund Check 017693-001, 813 S PRAIRIE AVE	0.18	156168	06/02/2022 1
Czuczor	Non-departmental	Refund Check 017693-001, 813 S PRAIRIE AVE	0.13	156168	06/02/2022 1
Czuczor	Non-departmental	Refund Check 017693-001, 813 S PRAIRIE AVE	0.46	156168	06/02/2022 1
Czuczor	Non-departmental	Refund Check 017693-001, 813 S PRAIRIE AVE	0.18	156168	06/02/2022 1
Czuczor	Non-departmental	Refund Check 017693-001, 813 S PRAIRIE AVE	0.02	156168	06/02/2022 1
		Total for Czuczor	0.97		
<u>Dakota Riggers & Tool Supply, Inc.</u>					
Dakota Riggers & Tool Supply, Inc.	Paved Streets	Lifting Cables for Road Crew	710.28	156008	05/26/2022 1
		Total for Dakota Riggers & Tool Supply, Inc.	710.28		
<u>Day Plumbing Heating & Cooling, Inc.</u>					
Day Plumbing Heating & Cooling, Inc.	Animal Control	Filters Humane Society	77.08	156279	06/17/2022 1
Day Plumbing Heating & Cooling, Inc.	Parks	Sloan Repair Kit Park Dept	26.38	156279	06/17/2022 1
Day Plumbing Heating & Cooling, Inc.	Parks	Repairs to Women's Restroom At Soccer Complex	3,221.37	156279	06/17/2022 1
Day Plumbing Heating & Cooling, Inc.	Parks	Repairs to Faucet Hookups at Wbgo Softball Complex Concessions	407.66	156009	05/26/2022 1
Day Plumbing Heating & Cooling, Inc.	Library	Filters Library	334.80	156113	06/01/2022 1
Day Plumbing Heating & Cooling, Inc.	Aquatic Park	Shower Valve Repairs & Additions Girls Locker Room Aquatic Park	1,017.59	156113	06/01/2022 1
		Total for Day Plumbing Heating & Cooling, Inc.	5,084.88		
<u>Denny</u>					
Denny	Paved Streets	Shipping to Fast Measure Service 06/08/2022 Street Dept	12.40	156230	06/14/2022 1
		Total for Denny	12.40		
<u>Duderstadt, Jr.</u>					
Duderstadt, Jr.	Mayor & Council	May 2022 Council Meetings 05/09 & 05/23	137.50	156114	06/01/2022 1
		Total for Duderstadt, Jr.	137.50		
<u>Dulcimer Medical Center</u>					
Dulcimer Medical Center	Paved Streets	DOT-Drug and Alcohol testing - Streets	74.30	156198	06/13/2022 1
Dulcimer Medical Center	Paved Streets	Random Drug/alcohol screen-streets	74.30	156058	06/01/2022 1
Dulcimer Medical Center	Parks	Random DOT Drug screen-park	29.00	156058	06/01/2022 1
Dulcimer Medical Center	Central Garage	Random DOT Drug screen-mechanic	29.00	156324	06/17/2022 1
Dulcimer Medical Center	Fire Fighting	Firemen Physical Hartwig	501.28	156010	05/26/2022 1
Dulcimer Medical Center	Fire Fighting	Firefighter Physical Paradis	523.22	156115	06/01/2022 1
Dulcimer Medical Center	Engineering	Pre-employment drug/alcohol screening, physical-Mitch N	340.50	156058	06/01/2022 1
		Total for Dulcimer Medical Center	1,571.60		
<u>Emergency Apparatus Maintenance, In</u>					
Emergency Apparatus Maintenance, Inc.	Fire Fighting	Pump Test & Service Tanker/Pumper Township 7	772.11	156011	05/26/2022 1
Emergency Apparatus Maintenance, Inc.	Fire Fighting	Pump Test & Service Tanker/Pumper 6	661.27	156011	05/26/2022 1
Emergency Apparatus Maintenance, Inc.	Fire Fighting	Repairs to Ladder #8	19,885.09	156231	06/14/2022 1
Emergency Apparatus Maintenance, Inc.	Fire Fighting	NFPA Pump Test, Service Pump, Generator & Aerial per Mfg Ladder8	2,336.42	156011	05/26/2022 1
Emergency Apparatus Maintenance, Inc.	Fire Fighting	NFPA Pump Test, Service Pump, Generator & Foam System Engine3	1,139.24	156011	05/26/2022 1

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Emergency Apparatus Maintenance, Inc.	Fire Fighting	NFPA Pump Test, Service Pump & Foam System Engine 1 (New)	873.38	156011	05/26/2022 1
Emergency Apparatus Maintenance, Inc.	Fire Fighting	Service Hydraulic Generator/Oil Sample Analysis Rescue HS (New)	439.77	156011	05/26/2022 1
Emergency Apparatus Maintenance, Inc.	Fire Fighting	Pump Test & Service Tanker Township #2	628.15	156011	05/26/2022 1
Emergency Apparatus Maintenance, Inc.	Fire Fighting	Repairs to Tanker Township #2	2,056.16	156231	06/14/2022 1
Emergency Apparatus Maintenance, Inc.	Fire Fighting	Repairs to Engine 1	1,127.59	156231	06/14/2022 1
Emergency Apparatus Maintenance, Inc.	Fire Fighting	Repairs to Ladder #8	8,233.13	156231	06/14/2022 1
Emergency Apparatus Maintenance, Inc.	Fire Fighting	Repairs to Tanker/Pumper #6	2,259.01	156231	06/14/2022 1
		Total for Emergency Apparatus Maintenance, In	40,411.32		
<u>Epic Solutions</u>					
Epic Solutions	Paved Streets	Valve Repair Kit Titan Paint Sprayer	249.90	156280	06/17/2022 1
		Total for Epic Solutions	249.90		
<u>Equifax Information Services, LLC</u>					
Equifax Information Services, LLC	General Government Buildings	Minimum Chg, Quarterly Service Fee, & Monthly Invoice Fee	57.50	156281	06/17/2022 1
Equifax Information Services, LLC	General Government Buildings	Minimum Charge & Monthly Invoice Service Fee	38.00	156012	05/26/2022 1
		Total for Equifax Information Services, LLC	95.50		
<u>Erosion Control Plus, Inc.</u>					
Erosion Control Plus, Inc.	Storm Sewer Mnt	Straw Blanket & 6" Biodegradable Spikes Storm Sewer	3,755.00	156116	06/01/2022 1
		Total for Erosion Control Plus, Inc.	3,755.00		
<u>Fairmont Chamber of Commerce</u>					
Fairmont Chamber of Commerce	Liquor Store	City of Fmt 2022 Map Liquor Store	150.00	156177	06/03/2022 1
Fairmont Chamber of Commerce	Aquatic Park	City of Fmt Map 2022-Aquatic Park	150.00	156117	06/01/2022 1
		Total for Fairmont Chamber of Commerce	300.00		
<u>Fairmont Sentinel</u>					
Fairmont Sentinel	Aquatic Park	Lifeguards Needed Ad Aquatic Park	576.00	156358	06/22/2022 1
Fairmont Sentinel	Planning & Zoning	Notice of Public Hearing Kruger Realty Rezoning Ord 2022-07	36.25	156013	05/26/2022 1
Fairmont Sentinel	Planning & Zoning	Notice of Public Hearing Carlson Walters Group LLC	65.25	156138	06/01/2022 1
Fairmont Sentinel	Liquor Store	Memorial Day Sale Liquor Store	196.00	156358	06/22/2022 1
		Total for Fairmont Sentinel	873.50		
<u>Fallline</u>					
Fallline	Airport	Semi-annual MALSRS Inspection	2,285.00	156282	06/17/2022 1
		Total for Fallline	2,285.00		
<u>Fastenal Company</u>					
Fastenal Company	Civil Defense	Supplies to Repair Civil Siren's	88.02	156014	05/26/2022 1
		Total for Fastenal Company	88.02		
<u>Feder Mechanical</u>					
Feder Mechanical	Paved Streets	Pay App 12 City of Fmt Public Works Bldg Thru 04/30/2022	2,745.12	156139	06/01/2022 1
Feder Mechanical	Paved Streets	Pay App 10 City of Fmt Public Works Bldg Thru 03/31/2022	1,417.15	156139	06/01/2022 1
Feder Mechanical	Paved Streets	Pay App 12-1 City of Fmt Public Works Bldg Thru 03/31/2022	6,582.00	156139	06/01/2022 1
		Total for Feder Mechanical	10,744.27		
<u>Federated Rural Electric Association</u>					
Federated Rural Electric Association	Airport	Electric Service 04/30 to 05/31/2022 Airport	31.11	156232	06/14/2022 1
		Total for Federated Rural Electric Association	31.11		
<u>Fleet & Farm Supply</u>					

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Fleet & Farm Supply	Liquor Store	Shopping Cart Wheels Liquor Store	36.18	156233	06/14/2022 1
Fleet & Farm Supply	Paved Streets	Sign Repairs	51.01	156233	06/14/2022 1
Fleet & Farm Supply	Paved Streets	Misc Repair & Maint Supplies	96.60	156233	06/14/2022 1
Fleet & Farm Supply	Parks	Drill Bits	6.58	156233	06/14/2022 1
Fleet & Farm Supply	Parks	Landscaping Materials	79.95	156233	06/14/2022 1
Fleet & Farm Supply	Parks	Shop Supplies Park Dept	196.03	156233	06/14/2022 1
Fleet & Farm Supply	Parks	Repair & Maint Bldg Repairs	11.79	156233	06/14/2022 1
Fleet & Farm Supply	Parks	Misc Repair & Maint Supplies	318.50	156233	06/14/2022 1
Fleet & Farm Supply	Aquatic Park	Bldg Repairs & Maint Aquatic Park	78.02	156233	06/14/2022 1
		Total for Fleet & Farm Supply	874.66		
Frontier Communications					
Frontier Communications	Building Inspection	June 2022 Telephone City Hall	69.78	156359	06/22/2022 1
Frontier Communications	Planning & Zoning	June 2022 Telephone City Hall	69.78	156359	06/22/2022 1
Frontier Communications	Economic Development	June 2022 Telephone City Hall	56.54	156359	06/22/2022 1
Frontier Communications	Engineering	June 2022 Telephone City Hall	178.11	156359	06/22/2022 1
Frontier Communications	Parks	June 2022 Telephone Park Dept	47.31	156359	06/22/2022 1
Frontier Communications	Parks	June 2022 Telephone City Hall	49.21	156359	06/22/2022 1
Frontier Communications	Fire Fighting	June 2022 Telephone City Hall	29.53	156359	06/22/2022 1
Frontier Communications	Fire Fighting	June 2022 Telephone Fire Dept	42.31	156359	06/22/2022 1
Frontier Communications	Animal Control	June 2022 Telephone Humane Society	159.92	156359	06/22/2022 1
Frontier Communications	Paved Streets	June 2022 Telephone Street Dept	81.95	156359	06/22/2022 1
Frontier Communications	Paved Streets	June 2022 Telephone City Hall	83.56	156359	06/22/2022 1
Frontier Communications	Crime Control & Investigation	June 2022 Telephone City Hall	43.03	156359	06/22/2022 1
Frontier Communications	Library	June 2022 Telephone Library	434.10	156234	06/14/2022 1
Frontier Communications	Central Garage	June 2022 Telephone City Hall	29.53	156359	06/22/2022 1
Frontier Communications	Recording & Reporting	June 2022 Telephone City Hall	83.56	156359	06/22/2022 1
Frontier Communications	City Manager	June 2022 Telephone City Hall	178.10	156359	06/22/2022 1
Frontier Communications	Airport	June 2022 Telephone Airport	111.13	156359	06/22/2022 1
Frontier Communications	Airport	June 2022 Telephone Airport	83.97	156359	06/22/2022 1
Frontier Communications	Airport	June 2022 Telephone Airport	90.64	156359	06/22/2022 1
Frontier Communications	Director of Finance	June 2022 Telephone City Hall	69.78	156359	06/22/2022 1
		Total for Frontier Communications	1,991.84		
Frontline Plus Fire & Rescue					
Frontline Plus Fire & Rescue	Civil Defense	Battery Charger in 1982 WS-2000 Siren Albion & Park	975.00	156015	05/26/2022 1
		Total for Frontline Plus Fire & Rescue	975.00		
FullStack					
FullStack	Crime Control & Investigation	Quarterly Hosting of http://fairmontpolice.org Jun-Aug 2022	87.00	156235	06/14/2022 1
		Total for FullStack	87.00		
Further					
Further	Health Insurance	June 2022 Admin Fees HSA	112.75	0	06/17/2022 1
		Total for Further	112.75		
Gag Sheet Metal, Inc.					
Gag Sheet Metal, Inc.	Paved Streets	Pay Application3 City of Fmt Public Works Bldg Thru 04/30/2022	518.70	156140	06/01/2022 1

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Total for Gag Sheet Metal, Inc.			518.70		
<u>Gemini Studios</u>					
Gemini Studios	Local Access	June 2022 Local Access Channel & Boxcast Membership	600.00	156283	06/17/2022 1
Gemini Studios	Local Access	June 2022 Operation of Audio & Video Broadcast Equipment	450.00	156283	06/17/2022 1
Gemini Studios	Local Access	Mic for Aquatic Park, Cable, Desk Stand	172.00	156384	06/22/2022 1
Total for Gemini Studios			1,222.00		
<u>Gillette Pepsi Companies Inc.</u>					
Gillette Pepsi Companies Inc.	Aquatic Park	Pop/Water Aquatic Park	1,439.00	156360	06/22/2022 1
Gillette Pepsi Companies Inc.	Aquatic Park	Pop/Water for Resale Aquatic Park	317.00	156284	06/17/2022 1
Gillette Pepsi Companies Inc.	Aquatic Park	Pop/Water Aquatic Park	405.00	156118	06/01/2022 1
Gillette Pepsi Companies Inc.	Aquatic Park	Pop/Water Aquatic Park	-1.25	156118	06/01/2022 1
Gillette Pepsi Companies Inc.	Aquatic Park	Pop/Water Aquatic Park	1,536.00	156118	06/01/2022 1
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale	Pop/Mix	242.00	156178	06/03/2022 1
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale	Pop/Mix	288.00	156178	06/03/2022 1
Total for Gillette Pepsi Companies Inc.			4,225.75		
<u>GMS Industrial Supplies, Inc.</u>					
GMS Industrial Supplies, Inc.	Central Garage	Lynch Pins	24.24	156285	06/17/2022 1
GMS Industrial Supplies, Inc.	Central Garage	Batteries & Auto Close for Chem Closet	29.81	156285	06/17/2022 1
Total for GMS Industrial Supplies, Inc.			54.05		
<u>Golden Shovel Agency</u>					
Golden Shovel Agency	Incubator Building	Hosting, Maint, & Technical Support-Annual 2022	1,000.00	156381	06/28/2022 1
Total for Golden Shovel Agency			1,000.00		
<u>Gopher Alarms, LLC</u>					
Gopher Alarms, LLC	Liquor Store	Burglar & Fire Alarm Monit Martin Co Arena April, May & June 22	120.00	156119	06/01/2022 1
Gopher Alarms, LLC	Library	Alarm Monitoring Library April, May & June 2022	72.00	156119	06/01/2022 1
Gopher Alarms, LLC	Paved Streets	Alarm Monitoring City Shop April, May & June 2022	36.00	156119	06/01/2022 1
Gopher Alarms, LLC	General Government Buildings	Alarm Monitoring Martin County Arena April, May & June 2022	72.00	156119	06/01/2022 1
Gopher Alarms, LLC	General Government Buildings	Alarm Monitoring City Hall April, May & June 2022	48.00	156119	06/01/2022 1
Gopher Alarms, LLC	Parks	Alarm Monitoring Park Dept April, May & June 2022	36.00	156119	06/01/2022 1
Gopher Alarms, LLC	SMEC Building	Alarm Monitoring SMEC April, May & June 2022	72.00	156119	06/01/2022 1
Total for Gopher Alarms, LLC			456.00		
<u>Hawk Alarm Systems, Inc</u>					
Hawk Alarm Systems, Inc	SMEC Building	Fire Alarm Test & Inspection SMEC	475.90	156286	06/17/2022 1
Total for Hawk Alarm Systems, Inc			475.90		
<u>Hawkins, Inc.</u>					
Hawkins, Inc.	Aquatic Park	Chemicals Aquatic Park	1,349.55	156236	06/14/2022 1
Hawkins, Inc.	Aquatic Park	Chemicals Aquatic Park	1,669.12	156361	06/22/2022 1
Hawkins, Inc.	Aquatic Park	Pool Chemicals	1,932.42	156120	06/01/2022 1
Total for Hawkins, Inc.			4,951.09		
<u>Hefty Seed Company</u>					
Hefty Seed Company	Parks	2 Bags Grass Seed Park Dept	249.50	156141	06/01/2022 1
Hefty Seed Company	Parks	Grass Seed for Soccer Fields	998.00	156287	06/17/2022 1
Total for Hefty Seed Company			1,247.50		

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<u>Heiman Inc.</u>					
Heiman Inc.	Fire Fighting	PPV Fan, 18" Valor Series, Milwaukee Battery Fire Dept	4,630.00	156362	06/22/2022 1
		Total for Heiman Inc.	4,630.00		
<u>Heinze</u>					
Heinze	Aquatic Park	Cleaning Supplies Aquatic Park	18.02	156363	06/22/2022 1
Heinze	Aquatic Park	Misc Operating Supplies Aquatic Park	17.05	156363	06/22/2022 1
		Total for Heinze	35.07		
<u>Hertzke Construction & Millwork, Inc.</u>					
Hertzke Construction & Millwork, Inc.	Paved Streets	Crown Staples & Non Flammable Formica Adhesive New Shop	84.43	156288	06/17/2022 1
		Total for Hertzke Construction & Millwork, Inc.	84.43		
<u>High Forest Bobcat Service/High Fores</u>					
High Forest Bobcat Service/High Forest Automotiv	Paved Streets	Repairs to Valves & Seals On New Lift	3,077.78	156289	06/17/2022 1
		Total for High Forest Bobcat Service/High Fores	3,077.78		
<u>Hiller Stores, Inc</u>					
Hiller Stores, Inc	Paved Streets	Pay Application 1 City of Fmt Public Works Bldg Thru 04/30/2022	7,980.00	156142	06/01/2022 1
		Total for Hiller Stores, Inc	7,980.00		
<u>Hohenstein's Inc.</u>					
Hohenstein's Inc.	Liquor - Mdse for Resale	Beer	303.00	156385	06/22/2022 1
		Total for Hohenstein's Inc.	303.00		
<u>Hometown Sanitation Services, LLC</u>					
Hometown Sanitation Services, LLC	SMEC Building	Refuse Removal June 2022 SMEC	135.99	156237	06/14/2022 1
Hometown Sanitation Services, LLC	Liquor Store	Cardboard Pickup June 2022 Liquor Store	77.99	156237	06/14/2022 1
		Total for Hometown Sanitation Services, LLC	213.98		
<u>Horizon Commercial Pool Supply</u>					
Horizon Commercial Pool Supply	Aquatic Park	Sensor for Control Aquatic Park	315.77	156290	06/17/2022 1
Horizon Commercial Pool Supply	Aquatic Park	Equipment Parts Aquatic Park	111.51	156016	05/26/2022 1
Horizon Commercial Pool Supply	Aquatic Park	Repair Broken Supply Lines to Play Feature & Replace Link Seal	14,955.00	156121	06/01/2022 1
Horizon Commercial Pool Supply	Aquatic Park	Equipment Parts Aquatic Park	360.70	156121	06/01/2022 1
Horizon Commercial Pool Supply	Aquatic Park	Chemicals Aquatic Park	225.27	156238	06/14/2022 1
Horizon Commercial Pool Supply	Aquatic Park	Chemicals Aquatic Park	948.14	156238	06/14/2022 1
		Total for Horizon Commercial Pool Supply	16,916.39		
<u>Hoye</u>					
Hoye	Director of Finance	GFOA Conference Austin, TX 06/03 to 06/08/2022	1,948.39	0	06/14/2022 1
		Total for Hoye	1,948.39		
<u>Humana</u>					
Humana	Health Insurance	May 2022 Premiums Life Insurance	240.54	0	06/17/2022 1
		Total for Humana	240.54		
<u>Hy Vee Food Store</u>					
Hy Vee Food Store	Elections	Supplies for Election	173.47	156291	06/17/2022 1
Hy Vee Food Store	Aquatic Park	Cleaning Supplies Aquatic Park	24.02	156291	06/17/2022 1
Hy Vee Food Store	Aquatic Park	Birthday Party Supplies Aquatic Park	31.17	156291	06/17/2022 1
Hy Vee Food Store	Aquatic Park	Food For Resale Aquatic Park	97.24	156291	06/17/2022 1
		Total for Hy Vee Food Store	325.90		

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<u>Industrial Pneumatic Systems</u>					
Industrial Pneumatic Systems	Paved Streets	Champion Air Compressor New City Shop	5,435.00	156143	06/01/2022 1
		Total for Industrial Pneumatic Systems	5,435.00		
<u>J. H. Larson</u>					
J. H. Larson	General Government Buildings	LED Lights Upstairs City Hall	1,385.93	156292	06/17/2022 1
J. H. Larson	Parks	3/4" Straight NM Luidtite (10) Non-Metallic Liquidtite (100)	109.65	156017	05/26/2022 1
J. H. Larson	Parks	WNM UF 12/2 W/ Ground 250Ft Carton Batting Cage Wbgo Diamonds	171.26	156017	05/26/2022 1
J. H. Larson	Parks	Adjustable Photo Cell Soccer Complex	179.38	156292	06/17/2022 1
J. H. Larson	Parks	Watt Stopper Park Bathrooms-Auto Light W Motion	520.70	156292	06/17/2022 1
J. H. Larson	Library	Fluorescent Lamps Library	72.98	156122	06/01/2022 1
J. H. Larson	Library	Replace Light Bulb Downstairs at the Library	6.51	156364	06/22/2022 1
		Total for J. H. Larson	2,446.41		
<u>J.C. Schultz Enterprises, Inc.</u>					
J.C. Schultz Enterprises, Inc.	Parks	Flags Park Dept	183.00	156365	06/22/2022 1
J.C. Schultz Enterprises, Inc.	Parks	Flags Park Dept	881.62	156365	06/22/2022 1
		Total for J.C. Schultz Enterprises, Inc.	1,064.62		
<u>Jackson County Sheriff's Office</u>					
Jackson County Sheriff's Office	Crime Control & Investigation	May 2022 Fuel HEAT Team	252.70	156239	06/14/2022 1
		Total for Jackson County Sheriff's Office	252.70		
<u>John Deere Financial</u>					
John Deere Financial	Parks	Latch Mower Park 533	35.52	156366	06/22/2022 1
John Deere Financial	Parks	Windowpane, Blade & Bushing Bit Mower Park 533	769.81	156366	06/22/2022 1
		Total for John Deere Financial	805.33		
<u>Johnson Brothers Liquor Company</u>					
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	163.04	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	126.00	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	9,108.06	156179	06/03/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	8,765.00	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	810.00	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	100.72	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	5.70	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	80.95	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	2,068.23	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	200.95	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	2,477.21	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	9.49	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	95.87	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	-14.75	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	5,305.37	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	83.61	156386	06/22/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	5.70	156179	06/03/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	123.35	156179	06/03/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	113.15	156179	06/03/2022 1

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Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	248.63	156179	06/03/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	13,326.81	156179	06/03/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	3.80	156179	06/03/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	201.46	156179	06/03/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	68.40	156179	06/03/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	84.00	156179	06/03/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	3,192.48	156179	06/03/2022 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	1,685.40	156179	06/03/2022 1
Total for Johnson Brothers Liquor Company			48,438.63		
<u>Kendell Doors & Hardware</u>					
Kendell Doors & Hardware	Paved Streets	Pay Application 5 City of Fmt Public Works Bldg Thru 04/25/22	3,151.49	156144	06/01/2022 1
Total for Kendell Doors & Hardware			3,151.49		
<u>Kotewa</u>					
Kotewa	Crime Control & Investigation	EVOC Training St Cloud, MN 05/25 to 05/26/2022	144.70	0	06/17/2022 1
Total for Kotewa			144.70		
<u>Lane</u>					
Lane	Non-departmental	Refund Check 017208-000, 1511 Falcon Dr #205	0.31	156169	06/02/2022 1
Lane	Non-departmental	Refund Check 017208-000, 1511 Falcon Dr #205	3.25	156169	06/02/2022 1
Lane	Non-departmental	Refund Check 017208-000, 1511 Falcon Dr #205	2.16	156169	06/02/2022 1
Lane	Non-departmental	Refund Check 017208-000, 1511 Falcon Dr #205	3.25	156169	06/02/2022 1
Total for Lane			8.97		
<u>Laraway Roofing</u>					
Laraway Roofing	Liquor Store	Repair Roof Leaks on West Side of Liquor Store	877.00	156018	05/26/2022 1
Total for Laraway Roofing			877.00		
<u>Last Touch Paint LLC</u>					
Last Touch Paint LLC	Incubator Building	Gentle Gray Paint Incubator Repairs	117.10	156240	06/14/2022 1
Total for Last Touch Paint LLC			117.10		
<u>Lawn Solutions, Inc</u>					
Lawn Solutions, Inc	Incubator Building	Mow & Trim June 2022 Invoice 2 of 7 per contract Incubator	300.00	156145	06/01/2022 1
Lawn Solutions, Inc	Weed Control	Mow & Trim 425 E 3rd St 06/10/2022	80.00	156367	06/22/2022 1
Lawn Solutions, Inc	Weed Control	Mow & Trim 332 Lake Ave 06/10/2022	120.00	156367	06/22/2022 1
Lawn Solutions, Inc	Weed Control	Mow & Trim 410 N Prairie Ave 06/10/2022	106.40	156367	06/22/2022 1
Lawn Solutions, Inc	SMEC Building	Mow & Trim June 2022 Invoice 2 of 7 per contract SMEC	490.00	156145	06/01/2022 1
Total for Lawn Solutions, Inc			1,096.40		
<u>League of Wisconsin Municipalities</u>					
League of Wisconsin Municipalities	Economic Development	Help Wanted Ad-Webpage Economic Development Coordinator	150.00	156368	06/22/2022 1
Total for League of Wisconsin Municipalities			150.00		
<u>Lexis Nexis Risk Data Management, Inc</u>					
Lexis Nexis Risk Data Management, Inc	Other General Gov't	May 2022 Monthly Subscription Fee	106.09	156294	06/17/2022 1
Total for Lexis Nexis Risk Data Management, Inc			106.09		
<u>Lily Creek Home Inspection, LLC</u>					
Lily Creek Home Inspection, LLC	Building Inspection	Rental Ordinance Inspection 108 Oak St	40.00	156241	06/14/2022 1
Total for Lily Creek Home Inspection, LLC			40.00		

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<u>Locators & Supplies, Inc</u>					
Locators & Supplies, Inc	Paved Streets	Gloves & Vests	269.48	156295	06/17/2022 1
Locators & Supplies, Inc	Paved Streets	Safety Vests	283.88	156295	06/17/2022 1
Locators & Supplies, Inc	Parks	Gloves & Vests	269.48	156295	06/17/2022 1
Locators & Supplies, Inc	Parks	Safety Vests	283.87	156295	06/17/2022 1
		Total for Locators & Supplies, Inc	1,106.71		
<u>Locher Bros. Inc</u>					
Locher Bros. Inc	Liquor - Mdse for Resale	Pop/Mix	146.00	156180	06/03/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	230.40	156387	06/22/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	21,532.75	156387	06/22/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Liquor	369.60	156387	06/22/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	-172.30	156387	06/22/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	22,774.63	156387	06/22/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Pop/Mix	140.00	156387	06/22/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	18,815.05	156180	06/03/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	22,931.90	156180	06/03/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	117.20	156180	06/03/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	32.00	156180	06/03/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Pop/Mix	159.50	156180	06/03/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	14,395.00	156387	06/22/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	128.10	156387	06/22/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	108.60	156387	06/22/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	181.00	156387	06/22/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	146.60	156387	06/22/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Pop/Mix	6.00	156387	06/22/2022 1
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	442.81	156387	06/22/2022 1
		Total for Locher Bros. Inc	102,484.84		
<u>MacQueen Equipment LLC</u>					
MacQueen Equipment LLC	Fire Fighting	FireFighting Boots	1,491.80	156019	05/26/2022 1
		Total for MacQueen Equipment LLC	1,491.80		
<u>Malo</u>					
Malo	Culture & Rec Charges	Cancelled Shelter House Rental for 07/09/2022	80.53	156242	06/14/2022 1
		Total for Malo	80.53		
<u>Marco Technologies, LLC</u>					
Marco Technologies, LLC	Parking Lots	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	2.31	156369	06/22/2022 1
Marco Technologies, LLC	Parking Lots	Staple Cartridges for Downstairs Copier City Hall	2.42	156123	06/01/2022 1
Marco Technologies, LLC	Parking Lots	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	2.31	156123	06/01/2022 1
Marco Technologies, LLC	Parking Lots	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	3.12	156296	06/17/2022 1
Marco Technologies, LLC	Liquor Store	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	2.31	156123	06/01/2022 1
Marco Technologies, LLC	Liquor Store	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	2.31	156369	06/22/2022 1
Marco Technologies, LLC	Liquor Store	Staple Cartridges for Downstairs Copier City Hall	2.42	156123	06/01/2022 1
Marco Technologies, LLC	Liquor Store	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	3.12	156296	06/17/2022 1
Marco Technologies, LLC	Recording & Reporting	Staple Cartridges for Downstairs Copier City Hall	3.63	156123	06/01/2022 1

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Marco Technologies, LLC	Recording & Reporting	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	3.46	156123	06/01/2022 1
Marco Technologies, LLC	Recording & Reporting	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	3.46	156369	06/22/2022 1
Marco Technologies, LLC	Recording & Reporting	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	4.68	156296	06/17/2022 1
Marco Technologies, LLC	City Manager	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	3.46	156369	06/22/2022 1
Marco Technologies, LLC	City Manager	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	4.68	156296	06/17/2022 1
Marco Technologies, LLC	City Manager	Staple Cartridges for Downstairs Copier City Hall	3.63	156123	06/01/2022 1
Marco Technologies, LLC	City Manager	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	3.46	156123	06/01/2022 1
Marco Technologies, LLC	Lake Restoration	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	2.31	156369	06/22/2022 1
Marco Technologies, LLC	Director of Finance	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	4.68	156296	06/17/2022 1
Marco Technologies, LLC	Lake Restoration	Staple Cartridges for Downstairs Copier City Hall	2.42	156123	06/01/2022 1
Marco Technologies, LLC	Lake Restoration	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	2.31	156123	06/01/2022 1
Marco Technologies, LLC	Lake Restoration	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	3.12	156296	06/17/2022 1
Marco Technologies, LLC	Director of Finance	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	3.46	156369	06/22/2022 1
Marco Technologies, LLC	Director of Finance	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	3.46	156123	06/01/2022 1
Marco Technologies, LLC	Director of Finance	Staple Cartridges for Downstairs Copier City Hall	3.63	156123	06/01/2022 1
Marco Technologies, LLC	Data Processing	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	4.68	156296	06/17/2022 1
Marco Technologies, LLC	Data Processing	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	3.46	156123	06/01/2022 1
Marco Technologies, LLC	Data Processing	Staple Cartridges for Downstairs Copier City Hall	3.63	156123	06/01/2022 1
Marco Technologies, LLC	Data Processing	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	3.46	156369	06/22/2022 1
Marco Technologies, LLC	Airport	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	2.31	156369	06/22/2022 1
Marco Technologies, LLC	Airport	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	3.12	156296	06/17/2022 1
Marco Technologies, LLC	Airport	Staple Cartridges for Downstairs Copier City Hall	2.42	156123	06/01/2022 1
Marco Technologies, LLC	Airport	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	2.31	156123	06/01/2022 1
Marco Technologies, LLC	Fire Fighting	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	3.46	156123	06/01/2022 1
Marco Technologies, LLC	Fire Fighting	Staple Cartridges for Downstairs Copier City Hall	3.63	156123	06/01/2022 1
Marco Technologies, LLC	Fire Fighting	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	3.46	156369	06/22/2022 1
Marco Technologies, LLC	Fire Fighting	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	4.68	156296	06/17/2022 1
Marco Technologies, LLC	Parks	Staple Cartridges for Downstairs Copier City Hall	3.63	156123	06/01/2022 1
Marco Technologies, LLC	Parks	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	3.46	156123	06/01/2022 1
Marco Technologies, LLC	Parks	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	4.68	156296	06/17/2022 1
Marco Technologies, LLC	Parks	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	3.46	156369	06/22/2022 1
Marco Technologies, LLC	Paved Streets	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	3.12	156296	06/17/2022 1
Marco Technologies, LLC	Paved Streets	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	2.31	156369	06/22/2022 1
Marco Technologies, LLC	Police Administration	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	3.12	156296	06/17/2022 1
Marco Technologies, LLC	Police Administration	Staple Cartridges for Downstairs Copier City Hall	2.42	156123	06/01/2022 1
Marco Technologies, LLC	Police Administration	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	2.31	156123	06/01/2022 1
Marco Technologies, LLC	Police Administration	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	2.31	156369	06/22/2022 1
Marco Technologies, LLC	Paved Streets	Staple Cartridges for Downstairs Copier City Hall	2.42	156123	06/01/2022 1
Marco Technologies, LLC	Paved Streets	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	2.31	156123	06/01/2022 1
Marco Technologies, LLC	Crime Control & Investigation	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	3.12	156296	06/17/2022 1
Marco Technologies, LLC	Crime Control & Investigation	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	2.31	156369	06/22/2022 1
Marco Technologies, LLC	Crime Control & Investigation	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	2.31	156123	06/01/2022 1
Marco Technologies, LLC	Crime Control & Investigation	Staple Cartridges for Downstairs Copier City Hall	2.42	156123	06/01/2022 1

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Marco Technologies, LLC	Building Inspection	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	7.81	156296	06/17/2022 1
Marco Technologies, LLC	Economic Development	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	15.61	156296	06/17/2022 1
Marco Technologies, LLC	Economic Development	Staple Cartridges for Downstairs Copier City Hall	12.11	156123	06/01/2022 1
Marco Technologies, LLC	Economic Development	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	11.54	156123	06/01/2022 1
Marco Technologies, LLC	Planning & Zoning	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	7.81	156296	06/17/2022 1
Marco Technologies, LLC	Planning & Zoning	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	5.77	156369	06/22/2022 1
Marco Technologies, LLC	Planning & Zoning	Staple Cartridges for Downstairs Copier City Hall	6.05	156123	06/01/2022 1
Marco Technologies, LLC	Planning & Zoning	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	5.77	156123	06/01/2022 1
Marco Technologies, LLC	Engineering	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	17.30	156369	06/22/2022 1
Marco Technologies, LLC	Engineering	Contract Base Rate 06/02 to 07/01/22 & Usage 05/02 to 06/01/22	23.44	156296	06/17/2022 1
Marco Technologies, LLC	Building Inspection	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	5.77	156123	06/01/2022 1
Marco Technologies, LLC	Building Inspection	Staple Cartridges for Downstairs Copier City Hall	6.05	156123	06/01/2022 1
Marco Technologies, LLC	Building Inspection	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	5.77	156369	06/22/2022 1
Marco Technologies, LLC	Economic Development	Contract Base Rate 06/22 to 07/21/2022 Copier/Scanner/Fax	11.54	156369	06/22/2022 1
Marco Technologies, LLC	Engineering	Contract Base Rate Charge 05/22 to 06/21/22 City Hall	17.30	156123	06/01/2022 1
Marco Technologies, LLC	Engineering	Staple Cartridges for Downstairs Copier City Hall	18.16	156123	06/01/2022 1
		Total for Marco Technologies, LLC	340.30		
<u>Martin County Attorney's</u>					
Martin County Attorney's	Other General Gov't	April 2022 Prosecutorial Services	6,250.00	156020	05/26/2022 1
Martin County Attorney's	Other General Gov't	May 2022 Prosecutorial Services	6,250.00	156243	06/14/2022 1
Martin County Attorney's	Public Safety Charges	Forfeiture Funds From FMP21-7002	74.00	156370	06/22/2022 1
		Total for Martin County Attorney's	12,574.00		
<u>Martin County Auditor</u>					
Martin County Auditor	Crime Control & Investigation	April 2022 Frontier Phone Bill Police Dept	275.23	156021	05/26/2022 1
Martin County Auditor	Crime Control & Investigation	June 2022 Rental of Security Building	4,643.11	156297	06/17/2022 1
Martin County Auditor	Crime Control & Investigation	May 2022 Frontier Phone Bill Police Dept	275.13	156244	06/14/2022 1
		Total for Martin County Auditor	5,193.47		
<u>Martin County Highway Dept</u>					
Martin County Highway Dept	Crime Control & Investigation	May Fuel Usage	4,044.86	156205	06/13/2022 1
Martin County Highway Dept	Other General Gov't	May Fuel Usage	116.18	156205	06/13/2022 1
Martin County Highway Dept	Paved Streets	May Fuel Usage	2,571.60	156205	06/13/2022 1
Martin County Highway Dept	Parks	May Fuel Usage	1,766.59	156205	06/13/2022 1
Martin County Highway Dept	Animal Control	May Fuel Usage	119.46	156205	06/13/2022 1
Martin County Highway Dept	Parks	May Fuel Usage	8.08	156205	06/13/2022 1
Martin County Highway Dept	Central Garage	May Fuel Usage	142.75	156205	06/13/2022 1
Martin County Highway Dept	Fire Fighting	May Fuel Usage	960.23	156205	06/13/2022 1
Martin County Highway Dept	Airport	May Fuel Usage	146.83	156205	06/13/2022 1
Martin County Highway Dept	Storm Sewer Mnt	May Fuel Usage	1,144.74	156205	06/13/2022 1
Martin County Highway Dept	Garbage Collection	May Fuel Usage	275.28	156205	06/13/2022 1
Martin County Highway Dept	Engineering	May Fuel Usage	80.78	156205	06/13/2022 1
Martin County Highway Dept	Building Inspection	May Fuel Usage	93.27	156205	06/13/2022 1
		Total for Martin County Highway Dept	11,470.65		
<u>Martin County Star Inc.</u>					

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Martin County Star Inc.	Aquatic Park	Summer Events Ad Aquatic Park	400.00	156245	06/14/2022 1
Total for Martin County Star Inc.			400.00		
<u>Mayorga</u>					
Mayorga	Culture & Rec Charges	Cancellation of Shelter House Rental at Cedar Creek 07/10/2022	80.53	156022	05/26/2022 1
Total for Mayorga			80.53		
<u>MCFOA</u>					
MCFOA	Recording & Reporting	Membership Dues 07/01/22 to 06/30/2023	50.00	156246	06/14/2022 1
Total for MCFOA			50.00		
<u>MCMA</u>					
MCMA	City Manager	Membership Renewal 05/01/2022 to 04/30/2023	160.00	156023	05/26/2022 1
Total for MCMA			160.00		
<u>MHSRC/Range</u>					
MHSRC/Range	Crime Control & Investigation	EVOC/PIT Refresher 05/26/2022 Tonder, Kotewa	910.00	156247	06/14/2022 1
Total for MHSRC/Range			910.00		
<u>Midco</u>					
Midco	Liquor Store	05/19 to 06/18/2022 Telephone Liquor Store	160.02	156024	05/26/2022 1
Midco	Data Processing	Internet Circuit June 2022 City Hall	600.42	156298	06/17/2022 1
Midco	Airport	05/12 to 06/11/2022 Ethernet Virtual Circuit Airport	330.07	156024	05/26/2022 1
Total for Midco			1,090.51		
<u>Midstates Equipment & Sup</u>					
Midstates Equipment & Sup	Paved Streets	Chain Guard, Rubber Flap & Belt Street #156	439.64	156371	06/22/2022 1
Total for Midstates Equipment & Sup			439.64		
<u>Mike's Emergency Vehicle Installation.</u>					
Mike's Emergency Vehicle Installation, LLC	Crime Control & Investigation	Repairs for Squads 1, 11, 6, 10 & 4	180.00	156248	06/14/2022 1
Total for Mike's Emergency Vehicle Installation,			180.00		
<u>Miller Sellner</u>					
Miller Sellner	Parks	Clutch Switch Park #535	15.13	156025	05/26/2022 1
Miller Sellner	Parks	High Lift Blade Grasshopper Mower Park Dept	187.68	156025	05/26/2022 1
Total for Miller Sellner			202.81		
<u>Minncor Industries</u>					
Minncor Industries	Parks	Amber Park Boat Landing Dock	23,550.00	156026	05/26/2022 1
Total for Minncor Industries			23,550.00		
<u>Minnesota Dept of Admin</u>					
Minnesota Dept of Admin	Crime Control & Investigation	April 2022 Vehicle Leases Police Dept	4,105.62	156027	05/26/2022 1
Total for Minnesota Dept of Admin			4,105.62		
<u>Minnesota Elevator, Inc</u>					
Minnesota Elevator, Inc	General Government Buildings	June 2022 Elevator Service City Hall	160.45	156146	06/01/2022 1
Minnesota Elevator, Inc	Library	Jun-Jul Bi-Monthly Elevator Service Library	171.13	156249	06/14/2022 1
Minnesota Elevator, Inc	SMEC Building	Jun-Aug 2022 Quarterly Elevator Service SMEC	493.13	156146	06/01/2022 1
Total for Minnesota Elevator, Inc			824.71		
<u>MN Dept Labor & Indust.</u>					
MN Dept Labor & Indust.	Other General Gov't	temp service 100 amp 112 1st st	40.00	156331	06/17/2022 1
Total for MN Dept Labor & Indust.			40.00		

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<u>Mn Dept of Employment & Economic D</u>					
Mn Dept of Employment & Economic Developmen	Intergovernmental Revenues	MN Investment Fund Grant City of Fmt/Zierke Blt Mfg #1	4,597.00	156299	06/17/2022 1
Mn Dept of Employment & Economic Developmen	Intergovernmental Revenues	MN Investment Fund Grant City of Fmt/Zierke Blt Mfg #2	2,285.62	156299	06/17/2022 1
		Total for Mn Dept of Employment & Economic D	6,882.62		
<u>Mn Dept of Health</u>					
Mn Dept of Health	Aquatic Park	License #92 Statewide Hospitality Fee 2022 Aquatic Park	40.00	156028	05/26/2022 1
		Total for Mn Dept of Health	40.00		
<u>MN Energy Resources Corp.</u>					
MN Energy Resources Corp.	Aquatic Park	Gas Utilities 04/15 to 05/19/2022 Aquatic Park	70.44	156124	06/01/2022 1
MN Energy Resources Corp.	Library	Gas utilities 04/22 to 05/22/2022 Library	1,546.88	156124	06/01/2022 1
MN Energy Resources Corp.	Liquor Store	Gas Utilities 05/13 to 06/12/2022 Liquor Store	69.24	156382	06/28/2022 1
MN Energy Resources Corp.	Liquor Store	Gas Utilities 04/14 to 05/12/2022 Liquor Store	254.87	156029	05/26/2022 1
MN Energy Resources Corp.	Central Garage	Gas Utilities 05/13 to 06/13/2022 417 E Margaret St	12.64	156382	06/28/2022 1
MN Energy Resources Corp.	Central Garage	Gas Utilities 04/14 to 05/12/22 417 E Margaret St	134.97	156029	05/26/2022 1
MN Energy Resources Corp.	Central Garage	Gas Utilities 04/15 to 05/16/2022 801 E Margaret St	234.64	156029	05/26/2022 1
MN Energy Resources Corp.	Fire Fighting	Gas utilities 05/02 to 06/01/2022 Fire Dept	252.73	156300	06/17/2022 1
MN Energy Resources Corp.	Incubator Building	Gas Utilities 04/14 to 05/12/22 Incubator Bldg	568.45	156029	05/26/2022 1
MN Energy Resources Corp.	Incubator Building	Gas Utilities 05/13 to 06/13/2022 Incubator Bldg	69.33	156382	06/28/2022 1
MN Energy Resources Corp.	Paved Streets	Gas Utilities 05/13 to 06/13/2022 417 E Margaret St	38.83	156382	06/28/2022 1
MN Energy Resources Corp.	Paved Streets	Gas Utilities 04/14 to 05/12/22 417 E Margaret St	414.59	156029	05/26/2022 1
MN Energy Resources Corp.	Paved Streets	Gas Utilities 04/15 to 05/16/2022 801 E Margaret St	720.70	156029	05/26/2022 1
MN Energy Resources Corp.	Animal Control	Gas Utilities 04/14 to 05/12/22 Humane Society	146.00	156029	05/26/2022 1
MN Energy Resources Corp.	Animal Control	Gas Utilities 05/13 to 06/13/2022 Humane Society	28.08	156382	06/28/2022 1
MN Energy Resources Corp.	Parks	Gas Utilities 05/13 to 06/13/2022 417 E Margaret St	38.83	156382	06/28/2022 1
MN Energy Resources Corp.	Parks	Gas Utilities 04/14 to 05/12/22 417 E Margaret St	414.59	156029	05/26/2022 1
MN Energy Resources Corp.	Parks	Gas Utilities 04/15 to 05/16/2022 801 E Margaret St	720.70	156029	05/26/2022 1
MN Energy Resources Corp.	Parks	Gas utilities 05/05 to 06/06/22 Lincoln Shelter House	56.47	156300	06/17/2022 1
		Total for MN Energy Resources Corp.	5,792.98		
<u>Monsen, Patricia</u>					
Monsen, Patricia	Elections	Election Supplies	57.33	0	05/26/2022 1
		Total for Monsen, Patricia	57.33		
<u>MPOWER Technologies, Inc</u>					
MPOWER Technologies, Inc	Engineering	ESRI Server, Portal & ArcPro Configuration Review & Testing	9,900.00	156030	05/26/2022 1
		Total for MPOWER Technologies, Inc	9,900.00		
<u>Municipal Emergency Services Depositi</u>					
Municipal Emergency Services Depository Accoun	Fire Fighting	SCBA Repair Fire Dept	350.50	156250	06/14/2022 1
		Total for Municipal Emergency Services Depositi	350.50		
<u>Napa Auto Fairmont</u>					
Napa Auto Fairmont	Fire Fighting	Oil Filter #700	3.18	156301	06/17/2022 1
Napa Auto Fairmont	Parks	Air Filter Park 534	19.66	156031	05/26/2022 1
Napa Auto Fairmont	Parks	Fuel Filters Park #510	16.15	156147	06/01/2022 1
Napa Auto Fairmont	Parks	MS170 Saw Park Dept	189.99	156301	06/17/2022 1
Napa Auto Fairmont	Parks	Oil Filter Park #535	4.81	156301	06/17/2022 1

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Napa Auto Fairmont	Crime Control & Investigation	License Plate Light Bulbs V23 Squad	1.54	156251	06/14/2022 1
Napa Auto Fairmont	Paved Streets	MS170 Saw Street Dept	189.99	156301	06/17/2022 1
Napa Auto Fairmont	Other General Gov't	Oil Filter #768	3.18	156301	06/17/2022 1
Napa Auto Fairmont	Crime Control & Investigation	Oil Filter Police #9	3.18	156301	06/17/2022 1
Napa Auto Fairmont	Storm Sewer Mnt	50:1 Moto Mix Storm Sewer	33.95	156125	06/01/2022 1
Napa Auto Fairmont	Road & Bridge Equipment	Air Filter Street #106	35.59	156301	06/17/2022 1
Napa Auto Fairmont	Road & Bridge Equipment	Oil & Fuel Filters Street #113	39.10	156251	06/14/2022 1
Napa Auto Fairmont	Road & Bridge Equipment	Oil Filter Street #135	3.99	156251	06/14/2022 1
Napa Auto Fairmont	Road & Bridge Equipment	Oil Filter Street #153	4.73	156251	06/14/2022 1
Napa Auto Fairmont	Road & Bridge Equipment	Fuel & Oil Filter #106 Street	33.34	156147	06/01/2022 1
Napa Auto Fairmont	Airport	Core Deposit for Osh Kosh Blower Airport	-180.00	156031	05/26/2022 1
Napa Auto Fairmont	Airport	2 Batteries for Osh Kosh Blower Airport	679.24	156031	05/26/2022 1
		Total for Napa Auto Fairmont	1,081.62		
<u>Nelson</u>					
Nelson	Crime Control & Investigation	ERU Sniper Training Tekamah, NE 05/22 to 05/27/2022	667.45	0	06/22/2022 1
Nelson	Crime Control & Investigation	Firearms Instructor Wheaton, MN 06/05 to 06/10/2022	862.02	0	06/17/2022 1
		Total for Nelson	1,529.47		
<u>Nemmers</u>					
Nemmers	Engineering	June 2022 Cell Phone Reimbursement	46.44	0	06/01/2022 1
		Total for Nemmers	46.44		
<u>Nowak</u>					
Nowak	Engineering	Reimbursement for Safety Boots	200.00	0	05/26/2022 1
		Total for Nowak	200.00		
<u>Nuss Truck & Equipment</u>					
Nuss Truck & Equipment	Ice & Snow Removal	Oil Filter for Snow Blower	54.19	156302	06/17/2022 1
		Total for Nuss Truck & Equipment	54.19		
<u>Olson Rentals, Inc.</u>					
Olson Rentals, Inc.	Paved Streets	Propane for Paver Street Dept	32.00	156252	06/14/2022 1
Olson Rentals, Inc.	Parks	Air Filter Leaf Blower	3.79	156303	06/17/2022 1
Olson Rentals, Inc.	Road & Bridge Equipment	Grommet Street #161 Saw Trailer	4.33	156252	06/14/2022 1
Olson Rentals, Inc.	Elections	Enclosed Trailer Rental	76.50	156148	06/01/2022 1
		Total for Olson Rentals, Inc.	116.62		
<u>One Office Solution</u>					
One Office Solution	Lake Restoration	Toner	3.20	156372	06/22/2022 1
One Office Solution	Lake Restoration	Office Supplies	6.55	156372	06/22/2022 1
One Office Solution	Director of Finance	Office Supplies	16.37	156372	06/22/2022 1
One Office Solution	Director of Finance	Toner	8.00	156372	06/22/2022 1
One Office Solution	Lake Restoration	Office Supplies	1.08	156304	06/17/2022 1
One Office Solution	Director of Finance	Office Supplies	2.70	156304	06/17/2022 1
One Office Solution	Data Processing	Office Supplies	1.62	156304	06/17/2022 1
One Office Solution	Data Processing	Toner	4.80	156372	06/22/2022 1
One Office Solution	Data Processing	Office Supplies	9.82	156372	06/22/2022 1
One Office Solution	Airport	Toner	8.00	156372	06/22/2022 1

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One Office Solution	Airport	Office Supplies	16.37	156372	06/22/2022 1
One Office Solution	Airport	Office Supplies	2.70	156304	06/17/2022 1
One Office Solution	Recording & Reporting	Office Supplies	2.70	156304	06/17/2022 1
One Office Solution	Recording & Reporting	Office Supplies	16.37	156372	06/22/2022 1
One Office Solution	Recording & Reporting	Toner	8.00	156372	06/22/2022 1
One Office Solution	City Manager	Office Supplies	2.70	156304	06/17/2022 1
One Office Solution	City Manager	Toner	8.00	156372	06/22/2022 1
One Office Solution	City Manager	Office Supplies	16.37	156372	06/22/2022 1
One Office Solution	Liquor Store	Office Supplies	1.08	156304	06/17/2022 1
One Office Solution	Liquor Store	Office Supplies	6.55	156372	06/22/2022 1
One Office Solution	Liquor Store	Toner	3.20	156372	06/22/2022 1
One Office Solution	Parking Lots	Office Supplies	6.55	156372	06/22/2022 1
One Office Solution	Parking Lots	Toner	3.20	156372	06/22/2022 1
One Office Solution	Parking Lots	Office Supplies	1.08	156304	06/17/2022 1
One Office Solution	Parks	Office Supplies	2.16	156304	06/17/2022 1
One Office Solution	Parks	Toner	6.40	156372	06/22/2022 1
One Office Solution	Parks	Office Supplies	13.10	156372	06/22/2022 1
One Office Solution	Fire Fighting	Office Supplies	2.16	156304	06/17/2022 1
One Office Solution	Fire Fighting	Toner	6.40	156372	06/22/2022 1
One Office Solution	Fire Fighting	Office Supplies	13.10	156372	06/22/2022 1
One Office Solution	Paved Streets	Office Supplies	1.08	156304	06/17/2022 1
One Office Solution	Paved Streets	Office Supplies	6.55	156372	06/22/2022 1
One Office Solution	Paved Streets	Toner	3.20	156372	06/22/2022 1
One Office Solution	Police Administration	Office Supplies	1.08	156304	06/17/2022 1
One Office Solution	Police Administration	Toner	3.20	156372	06/22/2022 1
One Office Solution	Police Administration	Office Supplies	6.55	156372	06/22/2022 1
One Office Solution	Crime Control & Investigation	Office Supplies	1.62	156304	06/17/2022 1
One Office Solution	Crime Control & Investigation	Office Supplies	9.82	156372	06/22/2022 1
One Office Solution	Crime Control & Investigation	Toner	4.80	156372	06/22/2022 1
One Office Solution	Economic Development	Office Supplies	1.62	156304	06/17/2022 1
One Office Solution	Economic Development	Office Supplies	9.82	156372	06/22/2022 1
One Office Solution	Engineering	Toner	17.60	156372	06/22/2022 1
One Office Solution	Engineering	Office Supplies	36.02	156372	06/22/2022 1
One Office Solution	Engineering	Office Supplies	5.99	156304	06/17/2022 1
One Office Solution	Planning & Zoning	Office Supplies	2.70	156304	06/17/2022 1
One Office Solution	Planning & Zoning	Office Supplies	16.37	156372	06/22/2022 1
One Office Solution	Planning & Zoning	Toner	8.00	156372	06/22/2022 1
One Office Solution	Economic Development	Toner	4.80	156372	06/22/2022 1
One Office Solution	Building Inspection	Office Supplies	2.70	156304	06/17/2022 1
One Office Solution	Building Inspection	Toner	8.00	156372	06/22/2022 1
One Office Solution	Building Inspection	Office Supplies	16.37	156372	06/22/2022 1
One Office Solution	Aquatic Park	Paper Ream Aquatic Park	18.60	156126	06/01/2022 1
		Total for One Office Solution	386.82		

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<u>Optum</u>					
Optum	Health Insurance	June 2022 Premiums for EAP	164.70	0	06/17/2022 1
		Total for Optum	164.70		
<u>O'Reilly Auto Parts</u>					
O'Reilly Auto Parts	Fire Fighting	Mini Bulb Fire Dept	5.69	156127	06/01/2022 1
		Total for O'Reilly Auto Parts	5.69		
<u>Osborn</u>					
Osborn	Parks	Safety Glasses Reimbursement	9.51	156253	06/14/2022 1
		Total for Osborn	9.51		
<u>Paine</u>					
Paine	Crime Control & Investigation	Safety Glasses Reimbursement	180.00	156032	05/26/2022 1
		Total for Paine	180.00		
<u>Patzer Woodworking, Inc</u>					
Patzer Woodworking, Inc	Paved Streets	Pay Application 3 City of Fmt Public Works Bldg Thru 03/18/22	2,323.83	156149	06/01/2022 1
		Total for Patzer Woodworking, Inc	2,323.83		
<u>Paustis Wine Company</u>					
Paustis Wine Company	Liquor - Mdse for Resale	Freight	15.00	156181	06/03/2022 1
Paustis Wine Company	Liquor - Mdse for Resale	Wine	1,159.00	156181	06/03/2022 1
Paustis Wine Company	Liquor - Mdse for Resale	Freight	24.00	156388	06/22/2022 1
Paustis Wine Company	Liquor - Mdse for Resale	Wine	1,722.50	156388	06/22/2022 1
		Total for Paustis Wine Company	2,920.50		
<u>PC Janitorial Supply</u>					
PC Janitorial Supply	Aquatic Park	Cleaning Supplies Aquatic Park	732.01	156254	06/14/2022 1
PC Janitorial Supply	Aquatic Park	Cleaning Supplies Aquatic Park	427.84	156373	06/22/2022 1
PC Janitorial Supply	Parks	Cleaning Supplies Park Dept	53.55	156150	06/01/2022 1
PC Janitorial Supply	Parks	Cleaning Supplies Park Dept	65.80	156033	05/26/2022 1
PC Janitorial Supply	Parks	Cleaning Supplies Park Dept	95.60	156128	06/01/2022 1
PC Janitorial Supply	Parks	Cleaning Supplies Park Dept	147.41	156306	06/17/2022 1
PC Janitorial Supply	Library	Cleaning Supplies Library	123.00	156128	06/01/2022 1
		Total for PC Janitorial Supply	1,645.21		
<u>Peymann Plumbing LLC</u>					
Peymann Plumbing LLC	Incubator Building	Repair Split Water Line to North Warehouse Area 426 Wbgo Ave	75.09	156307	06/17/2022 1
		Total for Peymann Plumbing LLC	75.09		
<u>Phillips Wine & Spirits</u>					
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	824.50	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	68.52	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	225.91	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	3,032.00	156182	06/03/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	151.00	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	176.00	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	818.78	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	5,812.24	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	52.75	156389	06/22/2022 1

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Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	2,427.63	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	98.63	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	19.01	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	15,427.20	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	3.80	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	80.00	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	141.40	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	41.77	156389	06/22/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	8.44	156182	06/03/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	319.00	156182	06/03/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	34.26	156182	06/03/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	49.37	156182	06/03/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	9,181.00	156182	06/03/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	195.71	156182	06/03/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	351.60	156182	06/03/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	1,114.64	156182	06/03/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	448.00	156182	06/03/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	214.00	156182	06/03/2022 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	18.05	156182	06/03/2022 1
		Total for Phillips Wine & Spirits	41,335.21		
Photo Press					
Photo Press	Aquatic Park	Fun In The Sun 2022 Edition-Pool Help Wanted	400.00	156129	06/01/2022 1
Photo Press	Aquatic Park	Fun In The Sun 2022 Edition-Pool	525.00	156129	06/01/2022 1
Photo Press	Liquor Store	Liquor Store Memorial Weekend Sale	189.00	156129	06/01/2022 1
Photo Press	Liquor Store	Fun In The Sun 2022 Edition-Liquor Store	400.00	156129	06/01/2022 1
Photo Press	Parks	1/2 of Field Purchase Order Books Job	105.00	156034	05/26/2022 1
Photo Press	Other General Gov't	Graduation Seniors 2022	30.00	156129	06/01/2022 1
Photo Press	Paved Streets	1/2 of Field Purchase Order Books Job	105.00	156034	05/26/2022 1
		Total for Photo Press	1,754.00		
Pitney Bowes Global Financial Service					
Pitney Bowes Global Financial Services LLC	Paved Streets	Postage Meter Lease 03/30 to 06/29/2022	8.23	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Police Administration	Postage Meter Lease 03/30 to 06/29/2022	8.23	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Parks	Postage Meter Lease 03/30 to 06/29/2022	16.46	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Crime Control & Investigation	Postage Meter Lease 03/30 to 06/29/2022	12.34	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Liquor Store	Postage Meter Lease 03/30 to 06/29/2022	12.34	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Parking Lots	Postage Meter Lease 03/30 to 06/29/2022	12.34	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	City Manager	Postage Meter Lease 03/30 to 06/29/2022	20.57	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Recording & Reporting	Postage Meter Lease 03/30 to 06/29/2022	20.57	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Data Processing	Postage Meter Lease 03/30 to 06/29/2022	12.34	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Airport	Postage Meter Lease 03/30 to 06/29/2022	20.57	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Fire Fighting	Postage Meter Lease 03/30 to 06/29/2022	16.46	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Lake Restoration	Postage Meter Lease 03/30 to 06/29/2022	12.34	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Director of Finance	Postage Meter Lease 03/30 to 06/29/2022	20.57	156151	06/01/2022 1

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Pitney Bowes Global Financial Services LLC	Economic Development	Postage Meter Lease 03/30 to 06/29/2022	20.57	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Planning & Zoning	Postage Meter Lease 03/30 to 06/29/2022	20.57	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Engineering	Postage Meter Lease 03/30 to 06/29/2022	45.26	156151	06/01/2022 1
Pitney Bowes Global Financial Services LLC	Building Inspection	Postage Meter Lease 03/30 to 06/29/2022	20.57	156151	06/01/2022 1
		Total for Pitney Bowes Global Financial Service:	300.33		
<u>Powerplan OIB</u>					
Powerplan OIB	Road & Bridge Equipment	JD Backhoe 445 Parts	1,284.34	156130	06/01/2022 1
Powerplan OIB	Road & Bridge Equipment	JD Backhoe 445 Parts	279.16	156130	06/01/2022 1
		Total for Powerplan OIB	1,563.50		
<u>PrairieLand Solid Waste Mgmnt</u>					
PrairieLand Solid Waste Mgmnt	Garbage Collection	Refuse Removal May 2022	747.17	156153	06/01/2022 1
PrairieLand Solid Waste Mgmnt	Garbage Collection	May 2022 City Wide Cleanup	3,191.25	156153	06/01/2022 1
		Total for PrairieLand Solid Waste Mgmnt	3,938.42		
<u>Premier Materials Technology, Inc.</u>					
Premier Materials Technology, Inc.	Parks	Sealite NM Lantern On/Off Switches Green, Red, White	1,095.00	156308	06/17/2022 1
		Total for Premier Materials Technology, Inc.	1,095.00		
<u>Pritts Electric Motors, Inc</u>					
Pritts Electric Motors, Inc	Parks	Blower Motor Unit & Covers Park Dept	220.00	156309	06/17/2022 1
Pritts Electric Motors, Inc	Parks	Repair Electric Motors From Park Bathroom Exhaust Fans (6)	560.00	156035	05/26/2022 1
		Total for Pritts Electric Motors, Inc	780.00		
<u>Pruett/ Lorie Thom</u>					
Pruett/ Lorie Thom	Non-departmental	Refund Check 016325-000, 209 S MAIN ST	1.01	156170	06/02/2022 1
Pruett/ Lorie Thom	Non-departmental	Refund Check 016325-000, 209 S MAIN ST	0.14	156170	06/02/2022 1
Pruett/ Lorie Thom	Non-departmental	Refund Check 016325-000, 209 S MAIN ST	4.03	156170	06/02/2022 1
Pruett/ Lorie Thom	Non-departmental	Refund Check 016325-000, 209 S MAIN ST	1.53	156170	06/02/2022 1
Pruett/ Lorie Thom	Non-departmental	Refund Check 016325-000, 209 S MAIN ST	1.53	156170	06/02/2022 1
		Total for Pruett/ Lorie Thom	8.24		
<u>Public Utilities Commission</u>					
Public Utilities Commission	Parking Lots	June 2022 Utilities	181.41	156374	06/22/2022 1
Public Utilities Commission	Parking Lots	June 2022 Utilities	210.42	156374	06/22/2022 1
Public Utilities Commission	Library	June 2022 Utilities	1,840.51	156374	06/22/2022 1
Public Utilities Commission	Library	June 2022 Utilities	37.62	156374	06/22/2022 1
Public Utilities Commission	Library	June 2022 Utilities	84.28	156374	06/22/2022 1
Public Utilities Commission	Library	June 2022 Utilities	21.21	156374	06/22/2022 1
Public Utilities Commission	Liquor Store	June 2022 Utilities	69.34	156374	06/22/2022 1
Public Utilities Commission	Liquor Store	June 2022 Utilities	2,343.86	156374	06/22/2022 1
Public Utilities Commission	Liquor Store	June 2022 Utilities	55.88	156374	06/22/2022 1
Public Utilities Commission	Liquor Store	June 2022 Utilities	37.62	156374	06/22/2022 1
Public Utilities Commission	Central Garage	June 2022 Utilities	15.15	156374	06/22/2022 1
Public Utilities Commission	Central Garage	June 2022 Utilities 801 E Margaret St	185.86	156374	06/22/2022 1
Public Utilities Commission	Lake Restoration	June 2022 Utilities	95.45	156374	06/22/2022 1
Public Utilities Commission	Airport	June 2022 Utilities 2160 E Blue Earth Ave D Hangar	35.77	156374	06/22/2022 1
Public Utilities Commission	Airport	June 2022 Utilities	176.91	156374	06/22/2022 1

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Public Utilities Commission	Airport	June 2022 Utilities	730.10	156374	06/22/2022 1
Public Utilities Commission	Airport	June 2022 Utilities	2,229.66	156374	06/22/2022 1
Public Utilities Commission	Airport	June 2022 Utilities	54.52	156374	06/22/2022 1
Public Utilities Commission	Street Lighting	June 2022 Utilities	11.12	156374	06/22/2022 1
Public Utilities Commission	Street Lighting	June 2022 Utilities	2,546.76	156374	06/22/2022 1
Public Utilities Commission	Street Lighting	June 2022 Utilities	3,189.46	156374	06/22/2022 1
Public Utilities Commission	Incubator Building	June 2022 Utilities	377.71	156374	06/22/2022 1
Public Utilities Commission	Incubator Building	June 2022 Utilities	47.98	156374	06/22/2022 1
Public Utilities Commission	Incubator Building	June 2022 Utilities	21.85	156374	06/22/2022 1
Public Utilities Commission	Incubator Building	June 2022 Utilities	79.71	156374	06/22/2022 1
Public Utilities Commission	Fire Fighting	June 2022 Utilities	42.22	156374	06/22/2022 1
Public Utilities Commission	Fire Fighting	June 2022 Utilities	21.37	156374	06/22/2022 1
Public Utilities Commission	Fire Fighting	June 2022 Utilities	230.23	156374	06/22/2022 1
Public Utilities Commission	Animal Control	June 2022 Utilities	317.51	156374	06/22/2022 1
Public Utilities Commission	Animal Control	June 2022 Utilities	138.78	156374	06/22/2022 1
Public Utilities Commission	Animal Control	June 2022 Utilities	17.41	156374	06/22/2022 1
Public Utilities Commission	Animal Control	June 2022 Utilities	63.46	156374	06/22/2022 1
Public Utilities Commission	Fire Fighting	June 2022 Utilities	106.08	156374	06/22/2022 1
Public Utilities Commission	Parks	June 2022 Utilities	2,806.84	156374	06/22/2022 1
Public Utilities Commission	Parks	June 2022 Utilities 801 E Margaret St	570.87	156374	06/22/2022 1
Public Utilities Commission	Parks	June 2022 Utilities 801 E Margaret St	37.62	156374	06/22/2022 1
Public Utilities Commission	Parks	June 2022 Utilities 801 E Margaret St	69.34	156374	06/22/2022 1
Public Utilities Commission	Parks	June 2022 Utilities	1,103.00	156374	06/22/2022 1
Public Utilities Commission	Parks	June 2022 Utilities 801 E Margaret St	15.83	156374	06/22/2022 1
Public Utilities Commission	Parks	June 2022 Utilities	1,162.31	156374	06/22/2022 1
Public Utilities Commission	Parks	June 2022 Utilities	554.24	156374	06/22/2022 1
Public Utilities Commission	General Government Buildings	June 2022 Utilities	37.62	156374	06/22/2022 1
Public Utilities Commission	General Government Buildings	June 2022 Utilities	73.38	156374	06/22/2022 1
Public Utilities Commission	General Government Buildings	June 2022 Utilities	1,548.15	156374	06/22/2022 1
Public Utilities Commission	General Government Buildings	June 2022 Utilities	35.62	156374	06/22/2022 1
Public Utilities Commission	Paved Streets	June 2022 Utilities	84.81	156374	06/22/2022 1
Public Utilities Commission	Paved Streets	June 2022 Utilities 801 E Margaret St	570.87	156374	06/22/2022 1
Public Utilities Commission	Paved Streets	June 2022 Utilities	34.98	156374	06/22/2022 1
Public Utilities Commission	Paved Streets	June 2022 Utilities	387.76	156374	06/22/2022 1
Public Utilities Commission	Paved Streets	June 2022 Utilities	27.26	156374	06/22/2022 1
Public Utilities Commission	SMEC Building	June 2022 Utilities	99.56	156374	06/22/2022 1
Public Utilities Commission	SMEC Building	June 2022 Utilities	2,334.13	156374	06/22/2022 1
Public Utilities Commission	SMEC Building	June 2022 Utilities	37.62	156374	06/22/2022 1
Public Utilities Commission	Aquatic Park	June 2022 Utilities	27.26	156374	06/22/2022 1
Public Utilities Commission	Aquatic Park	June 2022 Utilities	84.81	156374	06/22/2022 1
Public Utilities Commission	Aquatic Park	June 2022 Utilities	183.63	156374	06/22/2022 1
Public Utilities Commission	Aquatic Park	June 2022 Utilities	67.95	156374	06/22/2022 1
Total for Public Utilities Commission			27,572.68		

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<u>Ramon</u>					
Ramon	Culture & Rec Charges	Lincoln Park Shelter House Refund 07/28/2022	187.91	0	05/26/2022 1
		Total for Ramon	187.91		
<u>Red Bull Distribution Company</u>					
Red Bull Distribution Company	Liquor - Mdse for Resale	Pop/Mix	360.00	156183	06/03/2022 1
		Total for Red Bull Distribution Company	360.00		
<u>Red Feather Paper</u>					
Red Feather Paper	Central Garage	Wypall Pop Up Towels	25.70	156131	06/01/2022 1
		Total for Red Feather Paper	25.70		
<u>Retrofit Companies, Inc.</u>					
Retrofit Companies, Inc.	General Government Buildings	Recycle lamps-City Hall	267.23	156212	06/13/2022 1
		Total for Retrofit Companies, Inc.	267.23		
<u>Richards Auto Repair</u>					
Richards Auto Repair	Crime Control & Investigation	Tow Nissan Altima MN FLT845 CFS22-2426	120.00	156036	05/26/2022 1
		Total for Richards Auto Repair	120.00		
<u>River Bend Business Products</u>					
River Bend Business Products	Paved Streets	Chairs & Chair Mats	1,036.00	156310	06/17/2022 1
River Bend Business Products	Recording & Reporting	Office Supplies Upstairs City Hall	23.49	156375	06/22/2022 1
River Bend Business Products	City Manager	Office Supplies Upstairs City Hall	23.49	156375	06/22/2022 1
River Bend Business Products	SMEC Building	Copier Usage in Computer Lab at SMEC 05/24 to 06/20/22	0.02	156375	06/22/2022 1
River Bend Business Products	SMEC Building	Printer Usage SMEC 04/27 to 05/24/2022	0.02	156310	06/17/2022 1
River Bend Business Products	Planning & Zoning	Office Supplies Upstairs City Hall	23.49	156375	06/22/2022 1
River Bend Business Products	Building Inspection	Office Supplies Upstairs City Hall	23.49	156375	06/22/2022 1
River Bend Business Products	Engineering	Office Supplies Upstairs City Hall	23.44	156375	06/22/2022 1
River Bend Business Products	Economic Development	Office Supplies Upstairs City Hall	23.49	156375	06/22/2022 1
		Total for River Bend Business Products	1,176.93		
<u>Roforth</u>					
Roforth	Elections	Bars for Special Election Workers	125.00	156255	06/14/2022 1
		Total for Roforth	125.00		
<u>Rosol</u>					
Rosol	Other General Gov't	House Demo 475 Lake Park Blvd	4,761.00	156256	06/14/2022 1
		Total for Rosol	4,761.00		
<u>RTT Mobile Interpretation</u>					
RTT Mobile Interpretation	Crime Control & Investigation	2022 March & April Minutes Used	255.50	156037	05/26/2022 1
		Total for RTT Mobile Interpretation	255.50		
<u>Safety & Security Consultation Special</u>					
Safety & Security Consultation Specialists, LLC	Fire Fighting	10/20/21 House Burn	1,500.00	156257	06/14/2022 1
Safety & Security Consultation Specialists, LLC	Fire Fighting	12/1/21 Solar Panel Response	500.00	156257	06/14/2022 1
Safety & Security Consultation Specialists, LLC	Fire Fighting	MN Fire & Rescue Forcible Entry, Traffic Incident, FF FoamOsborn	390.00	156257	06/14/2022 1
		Total for Safety & Security Consultation Special	2,390.00		
<u>Schillinger, Todd</u>					
Schillinger, Todd	Crime Control & Investigation	Flowers Janice Nelson Funeral	69.45	156258	06/14/2022 1
Schillinger, Todd	Crime Control & Investigation	Flowers Jerry Lee Funeral	63.62	156258	06/14/2022 1

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Total for Schillinger, Todd			133.07		
<u>Schuster's Pressure Washer Sales</u>					
Schuster's Pressure Washer Sales	Parks	Quick Coupler Plug & Socket Power Washer	57.00	156038	05/26/2022 1
Total for Schuster's Pressure Washer Sales			57.00		
<u>Schwickert's Tecta America</u>					
Schwickert's Tecta America	Paved Streets	Pay Application 12 City of Fmt Public Works Bldg Thru 04/30/22	19,586.15	156154	06/01/2022 1
Total for Schwickert's Tecta America			19,586.15		
<u>Senoma, Inc</u>					
Senoma, Inc	Paved Streets	Pay Application 6 City of Fmt Public Works Bldg Thru 04/24/22	236.22	156155	06/01/2022 1
Total for Senoma, Inc			236.22		
<u>Share Corporation</u>					
Share Corporation	Paved Streets	Sweeping Compound & Car Guard	227.52	156039	05/26/2022 1
Share Corporation	Parks	Sweeping Compound & Car Guard	227.51	156039	05/26/2022 1
Total for Share Corporation			455.03		
<u>Sherburn Nursery & Floral LLC</u>					
Sherburn Nursery & Floral LLC	Parks	Flowers for Parks & City Tree for Arbor Day	8,458.89	156311	06/17/2022 1
Total for Sherburn Nursery & Floral LLC			8,458.89		
<u>South Central Erectors, Inc</u>					
South Central Erectors, Inc	Paved Streets	Pay Application 2 City of Fmt Public Works Bldg Thru 04/18/22	32,111.86	156156	06/01/2022 1
Total for South Central Erectors, Inc			32,111.86		
<u>South Dakota Municipal League</u>					
South Dakota Municipal League	Economic Development	Job Announcement Economic Development Coordinator	50.00	156376	06/22/2022 1
Total for South Dakota Municipal League			50.00		
<u>Southern Glazer's Wine & Spirits of MN</u>					
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	3.10	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	5,787.72	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	332.90	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	91.45	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	-14.00	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	73.11	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	144.00	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	1.81	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	4,302.53	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	1.81	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	3.10	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	72.00	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	280.00	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	17.57	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	1,030.00	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	0.26	156390	06/22/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	252.79	156184	06/03/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	12,311.08	156184	06/03/2022 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	2,332.00	156184	06/03/2022 1

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Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Pop/Mix	40.12	156184	06/03/2022 1
Total for Southern Glazer's Wine & Spirits of MN			27,063.35		
<u>Southern MN Home Creative</u>					
Southern MN Home Creative	Aquatic Park	Aquatic Park Ad	400.00	156259	06/14/2022 1
Total for Southern MN Home Creative			400.00		
<u>Squeegee Brothers</u>					
Squeegee Brothers	General Government Buildings	City Hall Outside Window Cleaning 05/09 to 06/06/2022	80.00	156260	06/14/2022 1
Squeegee Brothers	Library	Library June 2022 Window Cleaning	150.00	156260	06/14/2022 1
Squeegee Brothers	Airport	Window Cleaning Out & Entry & Quarterly In Airport June 2022	155.00	156260	06/14/2022 1
Total for Squeegee Brothers			385.00		
<u>Stericycle, Inc.</u>					
Stericycle, Inc.	Director of Finance	Shredding Finance	307.28	156157	06/01/2022 1
Stericycle, Inc.	Liquor Store	Shredding Liquor Store	47.28	156157	06/01/2022 1
Stericycle, Inc.	Recording & Reporting	Shredding City Clerk	77.28	156157	06/01/2022 1
Stericycle, Inc.	Mayor & Council	Shredding City Admin/Council	37.28	156157	06/01/2022 1
Stericycle, Inc.	Aquatic Park	Shredding Aquatic Park	37.28	156157	06/01/2022 1
Total for Stericycle, Inc.			506.40		
<u>Stevens</u>					
Stevens	Crime Control & Investigation	MPPOA Conf 06/10 to 06/13/2022 Alexandria, MN	730.00	156313	06/17/2022 1
Total for Stevens			730.00		
<u>Streicher's</u>					
Streicher's	Crime Control & Investigation	Practice Ammo	421.92	156040	05/26/2022 1
Total for Streicher's			421.92		
<u>Superior Vision Insurance Inc NGLIC</u>					
Superior Vision Insurance Inc NGLIC	Health Insurance	June 2022 Vision Insurance Premiums	420.54	156041	05/26/2022 1
Superior Vision Insurance Inc NGLIC	Health Insurance	July 2022 Vision Insurance Premiums	443.21	156377	06/22/2022 1
Total for Superior Vision Insurance Inc NGLIC			863.75		
<u>Svoboda</u>					
Svoboda	Non-departmental	Refund Check 007483-001, 223 Lake Ave Apt 6	1.29	156171	06/02/2022 1
Svoboda	Non-departmental	Refund Check 007483-001, 223 Lake Ave Apt 6	1.29	156171	06/02/2022 1
Svoboda	Non-departmental	Refund Check 007483-001, 223 Lake Ave Apt 6	0.87	156171	06/02/2022 1
Svoboda	Non-departmental	Refund Check 007483-001, 223 Lake Ave Apt 6	0.13	156171	06/02/2022 1
Total for Svoboda			3.58		
<u>Thrive Pass</u>					
Thrive Pass	Health Insurance	COBRA Notices	35.00	156261	06/14/2022 1
Thrive Pass	Flex Plan	Flex Plan Admin Fees	60.00	156261	06/14/2022 1
Total for Thrive Pass			95.00		
<u>Tonder</u>					
Tonder	Crime Control & Investigation	EVOC Training St Cloud, MN 05/26/22	10.99	156314	06/17/2022 1
Total for Tonder			10.99		
<u>Tonneson</u>					
Tonneson	Building Inspection	May 2022 Building Official Services	3,840.00	0	06/01/2022 1
Total for Tonneson			3,840.00		

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<u>Tow Distributing</u>					
Tow Distributing	Liquor - Mdse for Resale	Pop/Mix	376.50	156391	06/22/2022 1
Tow Distributing	Liquor - Mdse for Resale	Beer	51,204.83	156391	06/22/2022 1
Tow Distributing	Liquor - Mdse for Resale	Liquor	847.00	156391	06/22/2022 1
Tow Distributing	Liquor - Mdse for Resale	Beer	38,068.84	156185	06/03/2022 1
Tow Distributing	Liquor - Mdse for Resale	Liquor	497.25	156185	06/03/2022 1
Tow Distributing	Liquor - Mdse for Resale	Pop/Mix	142.50	156185	06/03/2022 1
		Total for Tow Distributing	91,136.92		
<u>Treasurer, State Of Mn</u>					
Treasurer, State Of Mn	Public Safety Charges	Forfeiture Funds FMP21-7002	37.00	156378	06/22/2022 1
		Total for Treasurer, State Of Mn	37.00		
<u>Truck Center Companies East LLC</u>					
Truck Center Companies East LLC	Central Garage	Tail Lights	99.84	156262	06/14/2022 1
Truck Center Companies East LLC	Central Garage	Tire Patches City Shop	16.29	156315	06/17/2022 1
Truck Center Companies East LLC	Road & Bridge Equipment	Slack Adjuster Street #113	96.47	156262	06/14/2022 1
Truck Center Companies East LLC	Road & Bridge Equipment	Batteries for Truck 100	228.63	156315	06/17/2022 1
Truck Center Companies East LLC	Storm Sewer Mnt	Statement Credit-Street Sweeper Overpymnt	-249.90	156315	06/17/2022 1
Truck Center Companies East LLC	Storm Sewer Mnt	Right Front Bumper End #123	170.49	156315	06/17/2022 1
Truck Center Companies East LLC	Parks	Fuel Filter Park #510	19.91	156315	06/17/2022 1
		Total for Truck Center Companies East LLC	381.73		
<u>Truman Tribune</u>					
Truman Tribune	Liquor Store	Working Women Ad Liquor Store	25.00	156186	06/03/2022 1
		Total for Truman Tribune	25.00		
<u>Turfwerks</u>					
Turfwerks	Parks	Aerator Wheel Bearing & Parts	75.81	156379	06/22/2022 1
		Total for Turfwerks	75.81		
<u>ULINE</u>					
ULINE	Parks	Wire Rack, Shelves & Foam Gloves	476.43	156132	06/01/2022 1
ULINE	Paved Streets	Wire Rack, Shelves & Foam Gloves	476.43	156132	06/01/2022 1
ULINE	Paved Streets	Racks & Shelves, Utility Cart & Bins	1,196.56	156042	05/26/2022 1
		Total for ULINE	2,149.42		
<u>Verizon Wireless</u>					
Verizon Wireless	Paved Streets	04/21 to 05/20/2022 Cell Phone Street Dept	46.21	156158	06/01/2022 1
Verizon Wireless	Parks	04/21 to 05/20/2022 Cell Phones Park Dept	92.42	156158	06/01/2022 1
Verizon Wireless	Crime Control & Investigation	04/21 to 05/20/2022 Cell Phones Police Dept	1,736.30	156158	06/01/2022 1
Verizon Wireless	City Manager	04/21 to 05/20/2022 Cell Phone City Admin	46.21	156158	06/01/2022 1
Verizon Wireless	Data Processing	04/24 to 05/23/2022 Backup Router	10.02	156158	06/01/2022 1
Verizon Wireless	Director of Finance	04/21 to 05/20/2022 Cell Phone Finance	46.21	156158	06/01/2022 1
Verizon Wireless	Airport	04/21 to 05/20/2022 Cell Phone Airport	46.21	156158	06/01/2022 1
Verizon Wireless	Building Inspection	04/21 to 05/20/2022 Cell Phone Bldg Insp	46.21	156158	06/01/2022 1
Verizon Wireless	Engineering	04/21 to 05/20/2022 Cell Phones Engineering	96.25	156158	06/01/2022 1
Verizon Wireless	Planning & Zoning	04/21 to 05/20/2022 Cell Phone Planning & Zoning	46.21	156158	06/01/2022 1
Verizon Wireless	Aquatic Park	04/21 to 05/20/2022 Cell Phone Aquatic Park	46.21	156158	06/01/2022 1

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Total for Verizon Wireless			2,258.46		
<u>Vinnies Minn Snow</u>					
Vinnies Minn Snow	Aquatic Park	Food for Resale Aquatic Park	487.60	156133	06/01/2022 1
Vinnies Minn Snow	Aquatic Park	Food for Resale Aquatic Park	266.05	156380	06/22/2022 1
Vinnies Minn Snow	Aquatic Park	Food For Resale Aquatic Park	416.85	156316	06/17/2022 1
Total for Vinnies Minn Snow			1,170.50		
<u>Vinocopia, Inc</u>					
Vinocopia, Inc	Liquor - Mdse for Resale	Liquor	554.75	156392	06/22/2022 1
Vinocopia, Inc	Liquor - Mdse for Resale	Pop/Mix	120.00	156392	06/22/2022 1
Vinocopia, Inc	Liquor - Mdse for Resale	Freight	21.00	156392	06/22/2022 1
Vinocopia, Inc	Liquor - Mdse for Resale	Wine	496.00	156392	06/22/2022 1
Total for Vinocopia, Inc			1,191.75		
<u>Visit Fairmont</u>					
Visit Fairmont	CVB	Hotel/Motel Tax April 2022 Due May 20,2022 \$11,731.59 Less 5%	11,145.01	156134	06/01/2022 1
Total for Visit Fairmont			11,145.01		
<u>Voss Cleaning Services, Inc.</u>					
Voss Cleaning Services, Inc.	Library	Janitorial Service June 2022 Library	925.00	156263	06/14/2022 1
Voss Cleaning Services, Inc.	Airport	Janitorial & Rug Service June 2022 Airport	316.00	156263	06/14/2022 1
Voss Cleaning Services, Inc.	Incubator Building	Janitorial & Rug Service June 2022 Incubator	137.00	156263	06/14/2022 1
Voss Cleaning Services, Inc.	Parks	Rug Service Park & Street June 2022	43.00	156263	06/14/2022 1
Voss Cleaning Services, Inc.	Fire Fighting	Janitorial Service June 2022 Fire Hall	389.00	156263	06/14/2022 1
Voss Cleaning Services, Inc.	Paved Streets	Rug Service Park & Street June 2022	43.00	156263	06/14/2022 1
Voss Cleaning Services, Inc.	General Government Buildings	Janitorial & Rug Service June 2022 City Hall	764.00	156317	06/17/2022 1
Voss Cleaning Services, Inc.	SMEC Building	Janitorial Services June 2022 SMEC	881.00	156317	06/17/2022 1
Total for Voss Cleaning Services, Inc.			3,498.00		
<u>Waste Management Of So MN</u>					
Waste Management Of So MN	Incubator Building	Refuse Removal May 2022 Incubator Building	420.80	156264	06/14/2022 1
Total for Waste Management Of So MN			420.80		
<u>Waterville Food & Ice, Inc.</u>					
Waterville Food & Ice, Inc.	Liquor - Mdse for Resale	Ice	132.70	156187	06/03/2022 1
Waterville Food & Ice, Inc.	Liquor - Mdse for Resale	Ice	256.30	156187	06/03/2022 1
Waterville Food & Ice, Inc.	Liquor - Mdse for Resale	Ice	459.50	156187	06/03/2022 1
Waterville Food & Ice, Inc.	Liquor - Mdse for Resale	Ice	113.95	156187	06/03/2022 1
Total for Waterville Food & Ice, Inc.			962.45		
<u>Weiss</u>					
Weiss	Non-departmental	Refund Check 017275-000, 320 1/2 Downtown Plaza #4	1.33	156172	06/02/2022 1
Weiss	Non-departmental	Refund Check 017275-000, 320 1/2 Downtown Plaza #4	1.32	156172	06/02/2022 1
Weiss	Non-departmental	Refund Check 017275-000, 320 1/2 Downtown Plaza #4	0.87	156172	06/02/2022 1
Weiss	Non-departmental	Refund Check 017275-000, 320 1/2 Downtown Plaza #4	0.13	156172	06/02/2022 1
Total for Weiss			3.65		
<u>Will</u>					
Will	Non-departmental	Refund Check 013309-001, 325 BLINKMAN ST	0.12	156188	06/13/2022 1
Will	Non-departmental	Refund Check 013309-001, 325 BLINKMAN ST	1.29	156188	06/13/2022 1

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Will	Non-departmental	Refund Check 013309-001, 325 BLINKMAN ST	1.29	156188	06/13/2022 1
Will	Non-departmental	Refund Check 013309-001, 325 BLINKMAN ST	0.85	156188	06/13/2022 1
Will	Non-departmental	Refund Check 013309-001, 325 BLINKMAN ST	3.39	156188	06/13/2022 1
		Total for Will	6.94		
<u>Wine Merchants</u>					
Wine Merchants	Liquor - Mdse for Resale	Wine	308.00	156393	06/22/2022 1
Wine Merchants	Liquor - Mdse for Resale	Freight	3.80	156393	06/22/2022 1
		Total for Wine Merchants	311.80		
<u>Winterfeld</u>					
Winterfeld	Non-departmental	Refund Check 016894-000, 615 Burton Lane	0.13	156173	06/02/2022 1
Winterfeld	Non-departmental	Refund Check 016894-000, 615 Burton Lane	0.53	156173	06/02/2022 1
Winterfeld	Non-departmental	Refund Check 016894-000, 615 Burton Lane	0.21	156173	06/02/2022 1
Winterfeld	Non-departmental	Refund Check 016894-000, 615 Burton Lane	0.01	156173	06/02/2022 1
Winterfeld	Non-departmental	Refund Check 016894-000, 615 Burton Lane	0.21	156173	06/02/2022 1
		Total for Winterfeld	1.09		
<u>World Fuel Services, Inc.</u>					
World Fuel Services, Inc.	Airport	Aeroshell Oil W 15W50 6*1 Qt 3 Cases, Turbo Oil 1 Case	809.33	156266	06/14/2022 1
		Total for World Fuel Services, Inc.	809.33		
<u>Yeager Implement, Inc.</u>					
Yeager Implement, Inc.	Paved Streets	Air Filter Street #126	155.72	156318	06/17/2022 1
Yeager Implement, Inc.	Parks	A/C Belt Parks #531	21.68	156318	06/17/2022 1
Yeager Implement, Inc.	Parks	Cabin Filter #531	179.64	156318	06/17/2022 1
Yeager Implement, Inc.	Parks	Seal, Gasket, Oil Seal, Cross & Bearing Soccer Mower	1,052.42	156318	06/17/2022 1
Yeager Implement, Inc.	Parks	3 21" Blades Soccer Mower	142.74	156318	06/17/2022 1
Yeager Implement, Inc.	Parks	A/C Compressor Park #531	787.11	156318	06/17/2022 1
		Total for Yeager Implement, Inc.	2,339.31		
<u>Ziegler, Inc.</u>					
Ziegler, Inc.	Parks	Sensor Park #510	191.59	156267	06/14/2022 1
Ziegler, Inc.	Garbage Collection	Extensions for Loader #121 Tree Dump	200.52	156043	05/26/2022 1
		Total for Ziegler, Inc.	392.11		
			823,097.77		