

Nicollet County Board of Commissioners Meeting



March 23, 2021

Nicollet County Government Center 501 South Minnesota Avenue, St. Peter, MN 56082

Commissioners – Terry Morrow, Chair; Jack Kolars; Marie Dranttel; Denny Kemp; John Luepke

NOTICE REGARDING NICOLLET COUNTY BOARD OF COMMISSIONERS MEETING AND DRAINAGE AUTHORITY MEETING

MARCH 23, 2021

9:00 A.M.

**NICOLLET COUNTY GOVERNMENT CENTER BOARD ROOM
501 SOUTH MINNESOTA AVENUE
ST. PETER, MN**

Due to the COVID-19 (coronavirus) pandemic and resulting state and federal emergency declarations and guidance about limiting unnecessary person-to-person contact, the March 23, 2021 Nicollet County Board meeting and Drainage Authority meeting will be conducted under Minnesota Statute 13D.021 – Meetings by Telephone or Other Electronic Means. County Board and Drainage Authority members will participate by telephone or other electronic means.

How members of the public can participate in the meeting:

Join Zoom Meeting

<https://us02web.zoom.us/j/83556069600?pwd=UXkvVmdBRWhJek9DaWtCY0lqWUVFUT09>

Meeting ID: 835 5606 9600

Passcode: 281542

Mobile

+13017158592,,83556069600#,,,,*281542# US (Washington DC)

+13126266799,,83556069600#,,,,*281542# US (Chicago)

The meeting can also be viewed at www.co.nicollet.mn.us/642/County-Board-Meeting-Videos. A copy of the meeting agenda and packet is available at www.co.nicollet.mn.us/AgendaCenter/Board-of-Commissioners-3.

Questions or comments regarding agenda items and viewing or listening to the meeting can be directed to Jamie Haefner, Nicollet County Assistant Administrator, at 507-934-7204 or jamie.haefner@co.nicollet.mn.us.

Vision Statement

Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.

**Leadership. Efficiency. Accountability.
Innovation. Integrity.**

Mission Statement

Providing efficient services with innovation and accountability

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Nicollet County Government Center 501 South Minnesota Avenue, St. Peter, MN 56082

Commissioners – Terry Morrow, Chair; Jack Kolars; John Luepke; Marie Dranttel; Denny Kemp

9:00 a.m. Call Board of Commissioners Meeting to Order: Chair Morrow

1. Flag Pledge
2. Silence Your Cell Phones and Mute Microphones
3. Meeting Notice – MN Statute 13D.021
4. Approval of Agenda

Consent Agenda

1. [Approval of March 9, 2021 Board Minutes](#)
2. [End of Probations](#)
3. Approval of Bills

Public Appearances

9:05 a.m. Health and Human Services

1. [COVID-19 Response Update](#)

9:15 a.m. Chair's Report

Commissioner Committee Reports

Commissioners Meetings & Conferences

Approve Per Diems and Expenses

Adjourn Board of Commissioners Meeting

9:20 a.m. Call Drainage Authority Meeting to Order: Chair Morrow
Drainage Authority Agenda Items

1. Consent Agenda
 - a. [Approval of March 9, 2021 Drainage Authority Minutes](#)
2. [Consider Approval of the Jensen Excavating Contract for the CD77 Lateral 2 Improvement Project](#)

Continued...

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Nicollet County Board of Commissioners Meeting



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Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners. Meetings with a quorum of Nicollet County Board of Commissioners expected to attend is noted with an asterisk (*).

NOTICE REGARDING NICOLLET COUNTY MEETINGS DURING THE COVID-19 PANDEMIC
Due to the COVID-19 (coronavirus) pandemic and resulting state and federal emergency declarations, these and future Nicollet County meetings will be conducted under Minnesota Statute 13D.021 – Meetings by Telephone or Other Electronic Means.

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Jamie Haefner, Nicollet County Assistant Administrator, at 507-934-7204 or jamie.haefner@co.nicollet.mn.us.

March 23 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*

March 23 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*

March 25 – BNCHB Executive Committee Meeting, 8:15 a.m., Virtual Meeting

April 1 – Highway 169 Coalition Meeting

April 5 – Mankato Rehabilitation Center

April 13 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*

April 13 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*

April 19 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*

April 20 – Individual Department Head Meeting with Probation, 8:15 a.m., Virtual Meeting*

April 20 – County Board Workshop, 9:30 a.m., Virtual Meeting*

April 23 – BNCHB Full Board Meeting, 9:00 a.m., Virtual Meeting

April 27 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*

April 27 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*

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OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS FOR
NICOLLET COUNTY, MINNESOTA
MARCH 9, 2021

The Nicollet County Board of Commissioners met in regular session on Tuesday, March 9, 2021, at 9:04 a.m. Commissioners Denny Kemp, Jack Kolars, Marie Dranttel, Terry Morrow and John Luepke were present. Also present were Assistant County Administrator Jamie Haefner, County Attorney Michelle Zehnder Fischer and Recording Secretary Abigail Lewis.

The meeting was held via teleconference pursuant to Minnesota Statute 13D.021 due to the coronavirus pandemic. Zoom meeting technology was used to conduct the meeting. Chair Morrow, Assistant Administrator Haefner and Recording Secretary Lewis were in attendance at the County Board Room. All others participated via Zoom. The meeting was also video recorded.

Approval of Agenda

Motion by Commissioner Kemp and seconded by Commissioner Kolars to approve the agenda. Motion carried with all voting in favor on a roll call vote.

Consent Agenda

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the consent agenda items as follows: February 23, 2021 Board Meeting minutes, approval of the end of probation for Daniel Green, effective March 16, 2021, and approval of the Commissioner Warrants as presented for the following amounts: General Revenue Fund - \$257,475.36, Road & Bridge Fund - \$84,640.18, Human Services Fund - \$67,601.00 and acknowledge review of the Auditor's Warrants. Motion carried with all voting in favor on a roll call vote.

Public Appearances

There were no public appearances.

Sheriff's Office

Food Service Agreement with Consolidated Correctional Foodservice

Sheriff Dave Lange appeared before the Board to request approval of the food service agreement with Consolidated Correctional Foodservice.

For the past few years the Sheriff's office has contracted with Summit for the jail meals. Last fall Summit lost a local customer and has since passed on the full delivery cost to Nicollet County, in addition to raising our rates another \$50 a day. These increases have equated to about \$18,000 a year. Due to the increased cost Sheriff Lange gathered quotes from various food services, including Consolidated Correctional Foodservice.

The agreement with Consolidated Correctional Foodservice would begin on May 1, 2021 and run until June 2022. By switching the service Consolidated Correctional

Foodservice has indicated they can save Nicollet County approximately \$12,000 a year and there will not be a delivery fee.

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the Food Service Agreement with Consolidated Correctional Foodservice. Motion carried with all voting in favor on a roll call vote.

Commissioner Committee Reports

The Commissioners reported on various meetings and activities including:

Commissioner Marie Dranttel

- One Water One Plan Meeting
- Special Board Meeting

Commissioner Terry Morrow

- Audit Meeting
- MASSA
- Special Board Meeting

Commissioner Denny Kemp

- MRCI Executive Meeting
- Education Success
- Special Board Meeting
- MRCI Executive Meeting (Additional)

Commissioner Jack Kolars

- Highway 14 Meeting
- ATP Sub Committee
- Traverse des Sioux Finance

Commissioner John Luepke

- Highway 14 Meeting
- One Water One Plan Meeting
- Special Board Meeting

Approve Per Diems and Expenses

Motion by Commissioner Kolars and seconded by Commissioner Kemp to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and authorize payment of those expenses and per diems by the Finance Office. Motion carried with all voting in favor on a roll call vote.

Adjourn

The meeting adjourned at 9:15 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

RYAN KROSCH
CLERK TO THE BOARD

DRAFT

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: End of Probations		
Primary Originating Division/Dept.: Human Resources		Meeting Date: 03/23/2021
Contact: Jamie Haefner	Title: Human Res. Dir.	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter: Jamie Haefner	Title: Human Res. Dir.	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets		
BACKGROUND/JUSTIFICATION: <p>Health and Human Services HHS Director Cassie Sassenberg has requested the end of probation for Ashlyn Hansen, Social Worker, effective April 6, 2021.</p> <p>Human Resources Human Resources Director/Assistant County Administrator Jamie Haefner has requested the end of probation for Susan Sunderland, Human Resources Generalist, effective March 24, 2021.</p>		
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Grant end of probationary status		
FISCAL IMPACT: Other (Select One) If "Other", specify		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: COVID-19 Response Update	
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 03-23-2021
Contact: Cassandra Sassenberg Title: HHS Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested 10 minutes	
Presenter: C. Sassenberg Title: HHS Director	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: HHS Director will provide an update on the response of Health and Human Services to the COVID-19 pandemic.	
Supporting Documents: <input type="radio"/> Attached <input type="radio"/> In Signature Folder <input checked="" type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
ACTION REQUESTED:	
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
March 9, 2021

The Nicollet County Drainage Authority met in regular session on Tuesday, March 9, 2021 at 9:15 a.m. with Chair Terry Morrow presiding. Commissioners Marie Dranttel, John Luepke, Jack Kolars, Denny Kemp and Terry Morrow were present. Also present were Assistant County Administrator Jamie Haefner, Recording Secretary Abigail Lewis and County Attorney Michelle Zehnder Fischer.

The meeting was held via teleconference pursuant to Minnesota Statute 13D.021 due to the coronavirus pandemic. Zoom meeting technology was used to conduct the meeting.

Approval of Agenda

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the agenda. Motion carried with all voting in favor on a roll call vote.

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the consent agenda items as follows: approval of the February 23, 2021 Drainage Authority minutes. Motion carried with all voting in favor on a roll call vote.

CD86A Improvement BID Recommendation

Public Services Manager, Jaci Kopet, appeared before the Board to request the approval of the bid from Selly Excavating for the tile project on CD86A.

ISG solicited bids for the Nicollet County Ditch 86A Improvement Project package #2. The Bid Package #1 covered the high capacity storm water pump station which was bid in September 2020, awarded in November 2020 to Lametti and Sons and is currently under construction. Bid package #2, which covers the drain tile was also bid in September 2020, but the low bidder declined to accept the contract resulting in the re-bid of package #2.

A total of five bids were received with prices ranging from \$60,014.50 to \$94,326.00. The engineer's estimate at the time of bidding was \$56,741.20. The low bidder for CD86A package #2 is Selly Excavating with the low bid amount of \$60,014.50. ISG has worked with Selly Excavating on past projects with positive results and recommends awarding the project to Selly Excavating.

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to accept the low bid by Selly Excavating in the low bid amount of \$60,014.50 for CD86A. Motion passed 4-0 in favor on a roll call vote with Commissioner Luepke abstaining.

Chair Morrow adjourned the meeting at 9:20 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

RYAN KROSCH
CLERK TO THE BOARD

Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item:

Consider Approval of the Jensen Excavating Contract for the CD77 Lateral 2 Improvement Project

Primary Originating Division/Dept.: Public Services

Meeting Date: 03/23/2021

Contact: Jaci Kopet

Title: Public Services Manager

Item Type: Regular Agenda
(Select One)

Amount of Time Requested 5 minutes

Presenter: Jaci Kopet

Title: Public Services Manager

Attachments: ☒ Yes ☐ No

County Strategy: Programs and Services - deliver value-added quality services
(Select One)

BACKGROUND/JUSTIFICATION:

Attached is the Jensen Excavating and Trucking, LLC contract for the improvement project to CD77 Lateral 2 for the Drainage Authority's consideration.

Jensen Excavating and Trucking LLC was awarded the bid on February 23, 2021.

The contract with attachments are included in the packet for your review. I will be sending out a link to the Commissioners prior to the board meeting with the full project manual for your review. This link will be available to the public upon request.

This contract has been reviewed by the County Attorney

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Drainage Authority Action Taken on this Item: ☐ Yes ☒ No

If yes, when? (provide year; mm/dd/yy if known)

Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A

ACTION REQUESTED:

Approval of Jensen Excavating and Trucking LLC contract.

FISCAL IMPACT: Other
(Select One)

If "Other", specify

FUNDING

Drainage Authority Dollars =

Other

(Select One)

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Total

Related Financial/FTE Comments:

SECTION 00 5200
AGREEMENT FORM
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Nicollet County Drainage Authority ("Owner") and
Jensen Excavating & Trucking, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Ditch Cleaning, Ditch Deepening, Agricultural Tile, Seeding and Erosion Control.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Nicollet County Ditch No. 77 Rebid

ARTICLE 3 - ENGINEER

- 3.01 The Owner has retained ISG, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work, except the final televising, will be substantially complete on or before November 30, 2021 and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.
- B. Final Completion including televising and all repairs shall be completed no later March 31, 2022.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner the amount specified in the Schedule of Liquidated Damages below based on the original Contract amount for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

Schedule of Liquidated Damages		
Original Contract Amount		Liquidated damage charge per calendar day, \$
From more than, \$	To and including, \$	
0	25,000	300
25,000	100,000	400
100,000	500,000	900
500,000	1,000,000	1,200
1,000,000	2,000,000	1,500
2,000,000	5,000,000	2,500
5,000,000	10,000,000	3,000
10,000,000	-	3,500

2. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
 - B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- 4.04 *Special Damages*
- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
 - B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
 - C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices stated in Contractor's Bid (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item), attached hereto as an exhibit.
- The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 - PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be

measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - 1) 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of 6.00 percent per annum.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings listed on the attached sheet index.
 7. Addenda (numbers 1 to 1, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

19089 Nicollet County Ditch No.
77 - Improvement

Contracting Forms and
Supplements

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Jensen Excavating & Trucking LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 2/25/21
(date signed)

Name: Jamie Jensen
(typed or printed)

Title: V.P.
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

931 Plaza St. West
Albert Lea, MN 56007

Designated Representative:

Name: Jamie Jensen
(typed or printed)

Title: V.P.
(typed or printed)

Address:

931 Plaza St. West
Albert Lea, MN 56007

Phone: 507-552-1334

Email: jamiej@jensenexc-trk.com

License No.: _____
(where applicable)

State: MN

END OF SECTION

Nicollet County Ditch No. 77 Improvement Rebid (#7460762)

Owner: Nicollet County Drainage Authority

Solicitor: ISGinc - Mankato MN

01/13/2021 10:00 AM CST

ISG

					Jensen Excavating & Trucking LLC	
Line Item	Item Code	Item Description	U of M	Quantity	Unit Price	Extension
1	01.7113.1000.01	MOBILIZATION	LS	1	\$13,150.00	\$13,150.00
2	31.2311.1000.03	DITCH CLEANING (4' WIDE DITCH BOTTOM)	LF	570	\$2.50	\$1,425.00
3	31.2311.1000.03	DITCH DEEPENING (4' WIDE DITCH BOTTOM)	LF	5030	\$5.00	\$25,150.00
4	31.2316.1000.07	TOP SOIL STRIP & PLACE SPOILS (P) (EV)	CY	11552.39	\$2.00	\$23,104.78
5	31.3700.1000.07	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	90	\$75.00	\$6,750.00
6	32.9219.1000.10	16.5' BUFFER STRIP SEEDING(SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	4.25	\$1,435.00	\$6,098.75
7	32.9219.1000.10	STANDARD SIDESLOPE SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 8 MULCH)	AC	3.87	\$4,135.00	\$16,002.45
8	32.9219.1000.10	BUFFER STRIP MOWING	AC	8.5	\$75.00	\$637.50
9	32.9219.1000.10	WEED SPRAYING	AC	12.37	\$220.00	\$2,721.40
10	33.0513.1000.02	FURNISH & INSTALL WATER QUALITY INLET	EA	1	\$3,250.00	\$3,250.00
11	33.0513.1000.02	INSTALL DROP INTAKE (18-INCH)	EA	3	\$2,050.00	\$6,150.00
12	33.0513.1000.02	CAP DROP INTAKE (18-INCH)	EA	2	\$405.00	\$810.00
13	33.0513.1000.02	INSTALL 24-INCH ASI RISER ASSEMBLY W/TRASH GRATE	EA	1	\$2,000.00	\$2,000.00
14	33.0513.1000.02	INSTALL 15-INCH ASI RISER ASSEMBLY W/TRASH GRATE	EA	4	\$1,275.00	\$5,100.00
15	33.0513.1000.02	INSTALL 12-INCH ASI RISER ASSEMBLY W/TRASH GRATE	EA	3	\$1,250.00	\$3,750.00
16	33.0513.1000.02	INSTALL 24-INCH ASI OUTLET ASSEMBLY	EA	1	\$2,950.00	\$2,950.00
17	33.0513.1000.02	INSTALL 18-INCH ASI OUTLET ASSEMBLY	EA	1	\$2,600.00	\$2,600.00
18	33.0513.1000.02	INSTALL 15-INCH ASI OUTLET ASSEMBLY	EA	4	\$2,000.00	\$8,000.00
19	33.0513.1000.02	INSTALL 12-INCH ASI OUTLET ASSEMBLY	EA	2	\$1,800.00	\$3,600.00
20	33.4510.1000.02	CONNECT EXISTING 10-INCH TILE	EA	2	\$300.00	\$600.00
21	33.4510.1000.02	CONNECT EXISTING 8-INCH TILE	EA	3	\$300.00	\$900.00
22	33.4510.1000.02	CONNECT EXISTING 6-INCH TILE	EA	6	\$275.00	\$1,650.00
23	33.4510.1000.02	CONNECT EXISTING 4-INCH TILE	EA	8	\$300.00	\$2,400.00
24	33.4510.1000.02	ARMOR TILE OUTLET (RIPRAP & GEOTEXTILE FABRIC)	EA	18	\$550.00	\$9,900.00
25	33.4510.1000.03	42-INCH AGRICULTURAL TILE	LF	665	\$72.00	\$47,880.00
26	33.4510.1000.03	36-INCH AGRICULTURAL TILE	LF	785	\$72.00	\$56,520.00
27	33.4510.1000.03	10" PERFORATED SINGLE WALL TILE	LF	580	\$28.00	\$16,240.00
28	33.4510.1000.03	INSTALL 12-INCH PERFORATED TILE(WATER QUALITY INLET)	LF	30	\$27.00	\$810.00
29	33.4510.1000.03	REMOVE EXISTING TILE (SIZE & MATERIAL MAY VARY)	LF	580	\$6.00	\$3,480.00
30	33.4510.1000.07	GRANULAR PIPE FOUNDATION	CY	185.53	\$50.00	\$9,276.50
31	33.4520.1000.02	REMOVE CMP OUTLET	EA	6	\$500.00	\$3,000.00
32	34.0100.1000.02	OPEN CUT & RESTORE GRAVEL ROAD OR DRIVEWAY	EA	1	\$2,000.00	\$2,000.00
Base Bid Total						\$287,906.38



JENSEXC-02

WALTA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2021

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 have ADDITIONAL INSURED provisions or 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
Heartman Insurance
330 Central Avenue
Faribault, MN 55021

CONTACT
NAME:
PHONE
(A/C, No, Ext): (507) 334-5577 FAX
(A/C, No): (507) 334-2789
E-MAIL
ADDRESS: info@heartman.com

INSURED

Jensen Excavating and Trucking LLC
931 Plaza Street West
Albert Lea, MN 56007

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty	13021
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		60516758	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			60516758	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CED <input type="checkbox"/> RETENTION \$			60516758	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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	N/A	60516758	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			60516758	6/1/2020	6/1/2021	Blanket EQUIP 2,967,124

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Nicollet County Ditch No. 77
30 day cancellation notice
ISG & Nicollet County Drainage Authority are named as Additional Insured if a written contract is in place.

CERTIFICATE HOLDER


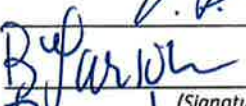
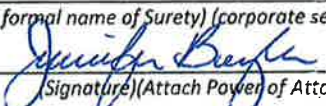

CANCELLATION

ISG
115 E Hickory St Suite 300
Mankato, MN 56007

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

PAYMENT BOND

Contractor Name: Jensen Excavating & Trucking, LLC Address (principal place of business): 931 Plaza Street West Albert Lea, MN 56007	Surety Name: Granite Re, Inc. Address (principal place of business): 14001 Quallbrook Drive Oklahoma City, OK 73134
Owner Name: Nicollet County Drainage Authority Mailing address (principal place of business): 1700 Sunrise Drive Saint Peter, MN 56082	Contract Description (name and location): 19089: Nicollet County Ditch No. 77 Rebid (Ditch cleaning, ditch deepening, agricultural tile, seeding and erosion control), Nicollet County, Minnesota Contract Price: \$287,906.38 Effective Date of Contract: 3/04/2021
Bond Bond Amount: \$287,906.38 (TWO HUNDRED EIGHTY SEVEN THOUSAND NINE HUNDRED SIX AND 38/100 Dollars) Date of Bond: 3/04/2021 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Jensen Excavating & Trucking, LLC (Full formal name of Contractor) By: <u></u> (Signature) Name: <u>Jamie Jensen</u> (Printed or typed) Title: <u>V.P.</u> Attest: <u></u> (Signature) Name: <u>Bryan Larson</u> (Printed or typed) Title: <u>Witness</u>	Surety Granite Re, Inc. (Full formal name of Surety) (corporate seal) By: <u></u> (Signature) (Attach Power of Attorney) Name: <u>Jennifer Boyles</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u></u> (Signature) Name: <u>Toni Ferrill</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts, including interest in the amount authorized under N.D. Cent. Code § 13-01-14 on all claims and demands not paid within ninety (90) days.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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

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

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

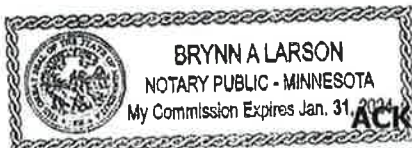
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of Frederick)

On this 5th day of March, in the year 2021, before me personally come(s) Vamie Jensen, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Jensen Excavating & Trucking LLC, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



Brynn A Larson
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 4th day of March, in the year 2021, before me personally come(s) Jennifer Boyles, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Heather K Schaus
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

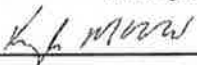
JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Kathleen E. Carlson
Notary Public


GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint Individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
4th day of March, 2021.





Kyle P. McDonald, Secretary/Treasurer

PERFORMANCE BOND

Contractor Name: Jensen Excavating & Trucking, LLC Address (principal place of business): 931 Plaza Street West Albert Lea, MN 56007	Surety Name: Granite Re, Inc. Address (principal place of business): 14001 Quailbrook Drive Oklahoma City, OK 73134
Owner Name: Nicollet County Drainage Authority Mailing address (principal place of business): 1700 Sunrise Drive Saint Peter, MN 56082	Contract Description (name and location): 19089; Nicollet County Ditch No. 77 Rebid (Ditch cleaning, ditch deepening, agricultural tile, seeding and erosion control), Nicollet County, Minnesota Contract Price: \$287,906.38 Effective Date of Contract: 3/04/2021
Bond Bond Amount: \$287,906.38 (TWO HUNDRED EIGHTY SEVEN THOUSAND NINE HUNDRED SIX AND 38/100 Dollars) Date of Bond: 3/04/2021 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Jensen Excavating & Trucking, LLC By: <u>Jamie Jensen</u> (Full formal name of Contractor) (Signature) Name: <u>Jamie Jensen</u> (Printed or typed) Title: <u>V.P.</u> Attest: <u>Brynn Larson</u> (Signature) Name: <u>Brynn Larson</u> (Printed or typed) Title: <u>Witness</u>	Surety Granite Re, Inc. By: <u>Jennifer Boyles</u> (Full formal name of Surety) (corporate seal) (Signature) (Attach Power of Attorney) Name: <u>Jennifer Boyles</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u>Toni Ferrill</u> (Signature) Name: <u>Toni Ferrill</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

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

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

14. Definitions

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

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)

County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)

County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

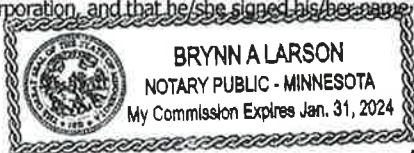
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)

County of Freckman)

On this 5th day of March, in the year 2021, before me personally come(s) Jamie Jensen, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Jensen Excavating & Trucking LLC, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



B Larson
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)

County of Dakota)

On this 4th day of March, in the year 2021, before me personally come(s) Jennifer Boyles, Attorney(s)-in-Fact of Granite Re, Inc., with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Heather K Schaus
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

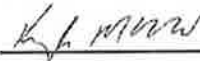
JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257




Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
4th day of March, 2021.




Kyle P. McDonald, Secretary/Treasurer