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# **Le Sueur County, MN**

**Tuesday, June 27, 2017**

**Board Meeting**

## **Item 8**

**10:30 a.m. Darrell Pettis, County Administrator/Engineer**

*RE: County Credit Card Request for Nancy Domonoske*

*RE: Alan Davis Repurchase Application*

*RE: Orders Amending Viewers on CD 18 and 63*

*RE: APX Construction Contract for Le Sueur Shop*

*RE: Treatment Court Contract Amendment*

*RE: Ordinance*

Staff Contact:

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 18

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The matter of the request for the  
Redetermination of Benefits for Le Sueur  
County Ditch 18

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**Order Amending Viewer  
Appointment**

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Commissioner \_\_\_\_\_ made a motion to adopt the following Order:

**WHEREAS**, on September 27, 2016, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 18, adopted findings and an order initiating a redetermination of benefits for LCD 18; and

**WHEREAS**, the Board reserved appointment of viewers to a subsequent order based on the availability of viewers to perform the redetermination of benefits; and

**WHEREAS**, the Board has identified and appointed viewers available to perform viewing duties as Tom Mahoney, Dan Ruby and Gary Ewert, with Ron Ringquist as alternate viewer /consultant, to redetermine and report the benefits and damages for LCD 18.

**WHEREAS**, on March 21, 2017, the Board appointed Greg Tusa as an alternate viewer to redetermine and report the benefits and damages for LCD 18.

**THEREFORE**, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 18, amends its order initiating a redetermination of benefits for LCD 18 as follows:

**ORDER**

**IT IS HEREBY ORDERED** that Bill Anderson be appointed as an alternate viewer to redetermine and report the benefits and damages for LCD 18.

[26666-0001/2447672/1]

1

The motion was seconded by Commissioner \_\_\_\_\_, and after discussion, the

Order was approved by a vote of \_\_\_\_ yes and \_\_\_\_ no.

Dated this 27 day of June, 2017.

LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER  
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY  
DITCH 18

By \_\_\_\_\_  
Chairperson

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 63

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The matter of the request for the  
Redetermination of Benefits for Le Sueur  
County Ditch 63

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**Order Amending Viewer  
Appointment**

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Commissioner \_\_\_\_\_ made a motion to adopt the following Order:

**WHEREAS**, on September 27, 2016, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 63, adopted findings and an order initiating a redetermination of benefits for LCD 63; and

**WHEREAS**, the Board reserved appointment of viewers to a subsequent order based on the availability of viewers to perform the redetermination of benefits; and

**WHEREAS**, the Board has identified and appointed viewers available to perform viewing duties as Tom Mahoney, Dan Ruby and Gary Ewert, with Ron Ringquist as alternate viewer /consultant, to redetermine and report the benefits and damages for LCD 63.

**WHEREAS**, on March 21, 2017, the Board appointed Greg Tusa as an alternate viewer to redetermine and report the benefits and damages for LCD 63.

**THEREFORE**, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 63, amends its order initiating a redetermination of benefits for LCD 63 as follows:

**ORDER**

**IT IS HEREBY ORDERED** that Bill Anderson be appointed as an alternate viewer to redetermine and report the benefits and damages for LCD 63.

[26666-0002/2447542/1]

1

The motion was seconded by Commissioner \_\_\_\_\_, and after discussion, the

Order was approved by a vote of \_\_\_\_ yes and \_\_\_\_ no.

Dated this 27 day of June, 2017.

LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER  
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY  
DITCH 63

By \_\_\_\_\_  
Chairperson

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the Twenty-second day of May in the year Two thousand seventeen  
(In words, indicate day, month and year.)

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

LeSueur County  
88 South Park Ave  
LeCenter MN 56057

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

APX Construction Group, LLC  
1820 Willow Street  
Mankato, MN 56001

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

1080R0064.000-LeSueur County Highway Maintenance Building  
1219 Hazel Street, LeSueur, MN  
Demolition of existing maintenance building and construction of new maintenance building.

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

Widseth Smith Nolting, Rochester  
3777 40th Ave NW, Suite 200  
Rochester MN 55901  
Telephone Number: 507-292-8743  
Fax Number: 507-292-8746

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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## TABLE OF ARTICLES

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

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

☐ The date of this Agreement.

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

☒ Established as follows:

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

June 5, 2017

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

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

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

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

☒ By the following date: November 1, 2017

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

Portion of Work	Substantial Completion Date
None	

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

#### ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be as follows (\$ ), subject to additions and deductions as provided in the Contract Documents.

Labor: Four Hundred Sixty Seven Thousand dollars (\$467,000.00)

Materials: Five Hundred Twenty One Thousand dollars (\$521,000.00).

#### **§ 4.2 Alternates**

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

Item	Price
None	

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

Item	Price	Conditions for Acceptance
None.		

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

Item	Price
None	

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

Item	Units and Limitations	Price per Unit (\$0.00)
None		

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

None

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

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None

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

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

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

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

#### § 5.1.4.1

Applications for Payment shall be submitted for each Labor and tax exempt Materials according to Article 4, therefore two Applications shall be submitted for each period of work: 1) Labor, 2) tax exempt Materials.

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

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

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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### § 5.1.7 Retainage

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

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

5% on each labor and materials

§ 5.1.7.1.1 The following items are not subject to retainage:

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

None

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

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

None

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

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

None

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

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

### § 5.2 Final Payment

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

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

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

### § 5.3 Interest

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

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

1 % monthly

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## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

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

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

None.

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Darrell Pettis  
LeSueur County 88 S Park Ave Le Center MN 56057  
Telephone Number: 507-357-2251

Email Address: dpettis@co.le-sueur.mn.us

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

Joey Barr  
APX Construction Group PO Box 36661820 Willow Street Mankato MN 56001  
Telephone Number: 507-387-6836  
Fax Number: 507-387-1169  
Mobile Number: 507-508-5312  
Email Address: joey@apzconstructiongroup.com

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

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. Insurance coverage shall meet or exceed those limits set forth in Section 00 7200 of the specifications.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 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.)

#### § 8.7 Other provisions:

None.

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 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.)

#### .5 Drawings

Number	Title	Date
As indicated in Section 00 0115 of the Specifications, attached hereto.		

#### .6 Specifications

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Section	Title	Date	Pages
As indicated in Section 00 0110 of the Specifications, attached hereto.			

**.7 Addenda, if any:**

Number	Date	Pages
Addendum 2	May 18, 2017	5
Addendum 1	May 16, 2017	23

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

**.8 Other Exhibits:**

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

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
None		

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pag
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**.9 Other documents, if any, listed below:**

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

Bid Form and all attachments as submitted by APX Construction Group, LLC, May 22, 2017, 8 pages, attached hereto.

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

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

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

*Ryan Evenson*  
\_\_\_\_\_  
**CONTRACTOR (Signature)**

Ryan Evenson, President  
\_\_\_\_\_  
*(Printed name and title)*

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## Additions and Deletions Report for AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:39:07 on 06/21/2017.

### PAGE 1

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LeSueur County  
88 South Park Ave  
LeCenter MN 56057

...

APX Construction Group, LLC  
1820 Willow Street  
Mankato, MN 56001

...

1080R0064.000-LeSueur County Highway Maintenance Building  
1219 Hazel Street, LeSueur, MN  
Demolition of existing maintenance building and construction of new maintenance building.

...

Widseth Smith Nolting, Rochester  
3777 40th Ave NW, Suite 200  
Rochester MN 55901  
Telephone Number: 507-292-8743  
Fax Number: 507-292-8746

### PAGE 2

[ ☒ ] Established as follows:

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...

June 5, 2017

PAGE 3

[ X ] By the following date: November 1, 2017

...

None

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be as follows (\$ ), subject to additions and deductions as provided in the Contract Documents.

...

Labor: Four Hundred Sixty Seven Thousand dollars

...

(\$467,000.00)

...

Materials: Five Hundred Twenty One Thousand dollars (\$521,000.00).

...

None

...

None.

...

None

...

None

...

None

PAGE 4

None

...

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

...

#### § 5.1.4.1

...

Applications for Payment shall be submitted for each Labor and tax exempt Materials according to Article 4, therefore two Applications shall be submitted for each period of work: 1) Labor, 2) tax exempt Materials.

#### PAGE 5

5% on each labor and materials

...

None

...

None

...

None

...

1 % monthly

#### PAGE 6

☒ [ X ] Litigation in a court of competent jurisdiction

...

None.

...

Darrell Pettis  
LeSueur County 88 S Park Ave Le Center MN 56057  
Telephone Number: 507-357-2251

Email Address: dpettis@co.le-sueur.mn.us

#### PAGE 7

Joey Barr  
APX Construction Group PO Box 36661820 Willow Street Mankato MN 56001

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**User Notes:**

(3B9ADA2D)

Telephone Number: 507-387-6836  
Fax Number: 507-387-1169  
Mobile Number: 507-508-5312  
Email Address: joey@apzconstructiongroup.com

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. Insurance coverage shall meet or exceed those limits set forth in Section 00 7200 of the specifications.

...

None.

...

As indicated in Section 00 0115 of the Specifications, attached hereto.

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As indicated in Section 00 0110 of the Specifications, attached hereto.

...

<u>Addendum 2</u>	<u>May 18, 2017</u>	<u>5</u>
<u>Addendum 1</u>	<u>May 16, 2017</u>	<u>23</u>

...

None

...

Document	Title	Date	Pages
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...

Bid Form and all attachments as submitted by APX Construction Group, LLC, May 22, 2017, 8 pages, attached hereto.

...

Ryan Evenson, President

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**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 its associated Additions and Deletions Report and this certification at 16:39:07 on 06/21/2017 under Order No. 8851177159 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

Administrative Assistant, Widseth Smith Nolting  
(Title)

July 21, 2017  
(Dated)

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- F. 00 2113 - Instructions to Bidders
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- I. 00 4114 - Responsible Contractor Verification and Certification of Compliance
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1080R0064.000-LeSueur County  
Hwy Maint Bldg

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Hwy Maint Bldg

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LIST OF DRAWING SHEETS

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**END OF SECTION**

## SECTION 00 4100

## BID FORM

## THE PROJECT AND THE PARTIES

## 1.01 TO:

- A. LeSueur County (Owner)  
 Ms. Pam Simonette, LeSueur County Auditor-Treasurer  
 88 South Park Ave  
 LeCenter MN 56057

## 1.02 FOR:

- A. Project: 1080R0064.000-LeSueur County Hwy Maint Bldg  
 1. 1219 Hazel St  
 2. LeSueur, MN

1.03 DATE: 5-22-17 (BIDDER TO ENTER DATE)

## 1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Apex Construction Group, Inc.  
 1. Address 1820 Willow St.  
 2. City, State, Zip Mankato, MN 56001

## 1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Widseth Smith Nolting & Associates, Inc., 3777 40th Ave NW, Suite 200, Rochester, MN 55901 for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
1. Base Bid - **Material**: Bidder agrees to perform the work described and shown on the Drawings and in the Project Manual for the sum of:  
four hundred sixty seven thousand dollars  
 (\$ 467,000 ), in lawful money of the United States of America.
  2. Base Bid - **Labor**: Bidder agrees to perform the work described and shown on the Drawings and in the Project Manual for the sum of:  
five hundred twenty one thousand dollars  
 (\$ 521,000 ), in lawful money of the United States of America.
- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
1. The cost of the required performance assurance bonds is nine thousand eight hundred dollars (\$ 9,800 ), in lawful money of the United States of America.
- D. All applicable federal taxes are included and State of MN taxes are included in the Bid Sum.

## 1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
  2. Furnish the required bonds within seven days of receipt of Notice of Award.
  3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by

reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

#### 1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:  
B. Complete the Work by the 1st day of November 2017.

#### 1.08 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:  
1. 5 percent overhead and profit on the net cost of our own Work;  
2. 10 percent on the cost of work done by any Subcontractor.  
B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 2% of the overhead and profit percentage noted above.

#### 1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.  
1. Addendum # 1 Dated 5-16-17  
2. Addendum # 2 Dated 5-18-17

#### 1.10 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:  
1. Document 00 4114 - Responsible Contractor Verification and Certification of Compliance  
2. Document 00 4335 - Attachment A-1 First -Tier Subcontractor List  
3. Document 00 4335.1 - Attachment A-2 Additional Subcontractor List  
4. Document 00 4336 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

#### 1.11 BID FORM SIGNATURE(S)

- A. The Corporate Seal of  
B. APX Construction Group, LLC  
C. (Bidder - print the full name of your firm)  
D. was hereunto affixed in the presence of:  
E. [Signature], President  
F. (Authorized signing officer, Title)  
G. (Seal)  
H. \_\_\_\_\_  
I. (Authorized signing officer, Title)

#### 1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF BID FORM



**SECTION 00 41 14**  
**ATTACHMENT A**  
**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** "...any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project."

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- |     |   |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none"> <li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li> <li>(ii) is in compliance with the Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;</li> <li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li> <li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li> </ul>   |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> <li>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;</li> <li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li> <li>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</li> <li>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</li> <li>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</li> <li>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</li> </ul> |
| (3) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*</p>   |

(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	<p>The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*</p> <p>* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.</p>
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar the contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting Attachments A and A-1 verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification, see Section 00 43 36 for Attachment A-2, confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

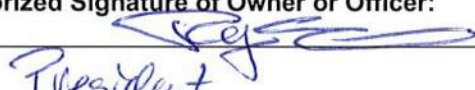
A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02 paragraph (h)

**CERTIFICATION**

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

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: 	Printed Name: <b>RYAN EVENSON</b>
Title: <b>President</b>	Date: <b>5-22-17</b>
Company Name: <b>APX Construction Group, LLC</b>	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

**END OF SECTION**



## Bid Bond

**CONTRACTOR:**

APX Construction Group, LLC  
1820 Willow Street  
Mankato MN 56001

**SURETY:**

Merchants Bonding Company

6700 Westown Parkway, West Des Moines, IA 50226

**OWNER:**

Le Sueur County

88 S. Park Ave.

Le Sueur MN 56058

**BOND AMOUNT:** 5 % of accompanying bid. (\$ 5 % of bid)

**PROJECT:** Le Sueur County Highway Maintenance Building

Demo of 3200 SF Building and Construction of a 6300 SF Building and 3456 SF Salt Shed

Location: Le Sueur, MN

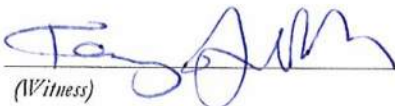
Project # 1080R0064.000

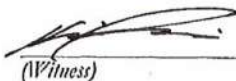
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

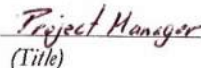
Signed and sealed this 16th day of May, 2017

  
(Witness)

  
(Witness)

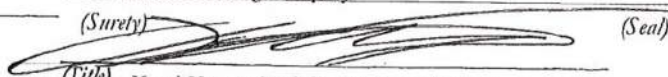
APX Construction Group, LLC

(Principal)

  
Project Manager  
(Title)

Merchants Bonding Company

(Surety)

  
(Title) Kerri Hatton-Rudnik, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

1

## ACKNOWLEDGEMENT OF SURETY

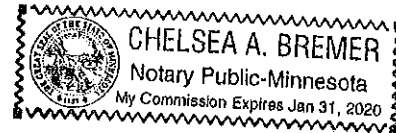
State of Minnesota

County of Hennepin

On this the 16<sup>th</sup> day of May, 2017, before me, Chelsea A. Bremer  
Notary Public, personally appeared Kerri Hatton-Rudnik, personally known to me to be the  
person whose name is subscribed to the within instrument and acknowledged to me all that he/she executed  
the same in his/her authorized capacities, and that by his/her signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Chelsea A. Bremer (Seal)



**MERCHANTS**  
**BONDING COMPANY, INC.**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Chelsea A Bremer; David G Olson; David J Rudnik; Janet Rudnik; Kerri Hatton-Rudnik

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



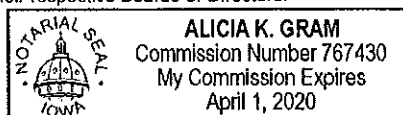
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

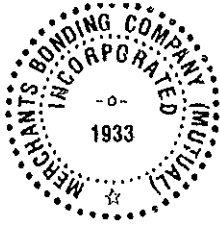


*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of May, 2017.



*William Warner Jr.*  
Secretary

POA 0018 (3/17)



**AMENDMENT NO.1 TO CONTRACT NO.123185**

**Between**

**District 1**

**First Judicial District Administration, 1620 S Frontage Rd, Ste 200, Hastings, MN 55033**

**And**

**LESUEUR COUNTY**

**88 S Park Ave, Le Center MN 56057**

Contract start date: 3/31/2017

Total contract amount: \$4,946.65

Original Expiration date: 6/30/2017

Original contract amount: \$4,946.65

Amended Contract Expiration Date: 6/30/2017

Current amendment: \$4,946.65

THIS AMENDMENT is by and between the State of Minnesota, acting through its District 1, First Judicial District Administration, 1620 S Frontage Rd, Ste 200, Hastings, MN 55033

(Hereinafter "STATE"), and LESUEUR COUNTY ,88 S Park Ave, Le Center MN 56057 (hereinafter "CONTRACTOR").

**Recitals**

1. The STATE previously entered into contract number 123185 dated 3/31/2017 with CONTRACTOR to provide grant money for Treatment Court staff for mileage, conference costs, drug testing supplies and testing services.
2. The CONTRACTOR requires to reallocate funds. The Contract and any previous amendments are incorporated into this amendment by reference.
3. The STATE and CONTRACTOR are willing to amend the Contract as stated below.

**Contract Amendment**

In this Amendment, deleted terms will be struck out and added terms will be underlined, except where described otherwise.

**REVISION 1.**

Original Request	
Mileage for State Drug Court Conference June 7-9: 110 miles round trip X 13 trips X \$.535	\$765.05
Hotel Room State Drug Court Conference 4 team members X 2 nights X \$165.70 night.	\$1,325.60
Drug Testing Supplies: 2 boxes of 25 10-panel drug tests from Cordant (\$146 X 2)	\$292.00
Drug Testing Supplies: 2 boxes of on-site 11-panel oral swab drug tests from Cordant (\$269.50 each X 2)	\$539.00
Cordant Drug Test Services - \$20.25/collection, screen & confirmation X 100	\$2,025.00
<b>Total</b>	<b>\$4,946.65</b>
Revised Request	
Mileage for 3 Drug Court Staff Members	\$1,398.15
Conference Expenses	\$310.00
Drug Testing Supplies: 2 boxes of 25 10-panel drug tests from Cordant (\$146 X 2)	\$292.00
Drug Testing Supplies: 2 boxes of on-site 11-panel oral swab drug tests from Cordant (\$269.50 each X 2)	\$539.00
Cordant Drug Test Services	\$2,407.50
<b>Total</b>	<b>\$4,946.65</b>

**EFFECTIVE DATE:** This Amendment No. 1 shall not be effective until approved as to form and execution by the STATE's Legal Counsel Division and upon such approval the effective date shall be deem to be 6/21/2017

Except as amended herein, the terms and conditions of the Contract and all previous amendments remain in full force and effect.

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR As required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute)

By

Title

Date

2. STATE:

Person signing certifies that applicable procurement policies have been followed. Where contract and amendments exceed \$50,000, signature of State Court Administrator or her/his Deputy is also required.

3. Funds have been encumbered as required by State Court Finance policy by:

4. Chief Justice of the Minnesota Supreme Court  
(Per policy for procurement exceeding \$500,000)

5. Approved as to form and execution for STATE by:

**RESOLUTION OF THE LE SUEUR COUNTY  
BOARD OF COMMISSIONERS**

Regulating the Use of  
ATV's, Golf Carts and Mini Trucks  
on County Highways

BE IT AND IT IS HEREBY RESOLVED, By the Le Sueur County Board of Commissioners, County of Le Sueur, State of Minnesota, under authority provided in Minn. Stat. § 169.045, do ordain:

An Ordinance regulating the use and operation of motorized golf carts, four-wheel all-terrain vehicles, and mini trucks on portions of designated roadways under the County's jurisdiction be and hereby is established as follows:

SECTION I - PURPOSE

The purpose of this Ordinance is to provide authority for the use of more fuel efficient and cost effective vehicles on county roads which are located within cities or towns that adopt an Ordinance establishing standards and permitting the use of such vehicles on designated roadways within its jurisdiction pursuant to the authority granted by Minn. Stat. § 169.045.

SECTION II - SCOPE

This Ordinance shall provide for the authorization of the operation of motorized golf carts, four-wheel all-terrain vehicles, or mini trucks on portions of county roadways which are located within the jurisdictional boundaries of cities or towns that have adopted an Ordinance permitting the use of such vehicles as allowed by Minnesota law.

SECTION III - AUTHORITY

This Ordinance is enacted pursuant to Minnesota Statute § 169.045 which establishes the authority of the County to authorize by Ordinance the operation of motorized golf carts, four-wheel all-terrain vehicles, or mini trucks on designated portions of county roadways under its jurisdiction.

SECTION IV - DEFINITIONS

For the purpose of this Ordinance, the following definitions will apply:

- 4.1 Designated Roadway means that portion of county roads or county state-aid highways within Le Sueur County which are located within the jurisdictional boundaries of a city or town that has enacted an Ordinance authorizing, providing standards, and establishing a permitting process for the use of motorized golf carts, four-wheel all-terrain vehicles, or mini trucks on roadways under its jurisdiction pursuant to Minn. Stat. § 169.045.
- 4.2 Four-wheel all-terrain vehicle means a motorized floatation-tired vehicle with four low-pressure tires that is limited in engine displacement of less than 800 cubic centimeters

and has a total dry weight of less than 600 pounds.

- 4.3 Mini truck means a motor vehicle that has four wheels, is propelled by an electric motor with a rated power of 7500 watts or less or an internal combustion engine with a piston displacement capacity of 660 cubic centimeters or less, has a total dry weight of 900 to 2200 pounds, contains an enclosed cabin and a seat for the vehicle operator, commonly resembles a pickup truck or van, including a cargo area or bed located at the rear of the vehicle, and was not originally manufactured to meet federal motor vehicle safety standards required of motor vehicles in the Code of Federal Regulations, title 49, sections 571.101 to 571.404 and successor requirements. A mini truck does not include:
- (i) A neighborhood electric vehicle or a medium speed electric vehicle; or
  - (ii) A motor vehicle that meets or exceeds the regulations in the Code of Federal Regulations, title 49, section 571.500, and successor requirements.
- 4.4 Motorized golf cart means any vehicle designed for use primarily on a golf course that is propelled by either a gas or electric motor.

#### SECTION V - PERMIT REQUIRED

- 5.1 It shall be unlawful for any person to operate a motorized golf cart, a four-wheel all-terrain vehicle, or a mini truck on roadways under the jurisdiction of Le Sueur County, except when the vehicle is traveling on designated roadways and is prominently displaying a valid permit obtained from the city or town in which the designated roadway is located.
- 5.2 Permits are to be granted for duration not to exceed one year and must be renewed annually, as required by law, to remain valid.

#### SECTION VI - RIGHTS AND DUTIES

- 6.1 Every person operating a motorized golf cart, four wheel all-terrain vehicle, or mini truck under permit on designated roadways has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minn. Stat. Chapter 169, except when those provisions cannot reasonably be applied to the vehicle.
- 6.2 Motorized golf carts and four-wheel all-terrain vehicles may only be operated on designated roadways from sunrise to sunset. Motorized golf carts and four-wheel all-terrain vehicles may not be operated in inclement weather or when visibility is impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet.
- 6.3 Motorized golf carts shall display the slow-moving vehicle emblem provided for in Minn. Stat. § 169.522.
- 6.4 The provisions of Minn. Stat. Chapter 171 are applicable to persons operating mini trucks under permit on designated roadways.
- 6.5 Notwithstanding any other law, a mini truck may be operated on designated roadways under permit only if it is equipped with:
- (a) at least two headlamps;
  - (b) at least two tail lamps;
  - (c) front and rear turn-signal lamps;
  - (d) an exterior mirror mounted on the driver's side of the vehicle and either:

- (i) an exterior mirror mounted on the passenger's side of the vehicle; or
- (ii) an interior mirror;
- (e) a windshield;
- (f) a seat belt for the driver and front passenger; and
- (g) a parking brake.

#### SECTION VII - REVOCATION

Law enforcement officers shall report all violations of this Ordinance to the office responsible for issuing the required permit for travel on designated roadways for determination of revocation of the permit.

#### SECTION VIII - SEVERABILITY

The provisions of this Ordinance shall be severable. Should any section, paragraph, sentence, clause, phrase or portion of this regulation be declared invalid for any reason, the remainder of said regulation shall not be affected and the remainder of the provisions shall remain in full force and effect.

#### SECTION IX - PENALTIES

Violations of this Ordinance shall be petty misdemeanors, except that violations committed under circumstances that endanger or are likely to endanger persons or property, which shall be misdemeanors. A violation of this Ordinance within twelve (12) months of a conviction for a prior violation of this Ordinance shall be a misdemeanor and shall result in revocation of the violator's permit to operate the motorized golf cart, four wheel all-terrain vehicle, or mini truck, on designated roadways for a period of twelve (12) months following conviction.

#### SECTION X - EFFECTIVE DATE

This regulation shall be in full force and effect upon publication and adoption pursuant to law.