



# MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

MAY 23, 2017

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The meeting was held in the County Board Room, Government Center, Little Falls MN, and was called to order at 9:00a.m. by Chairman Wilson.

**Members present:** Commissioners Randy Winscher, Duane Johnson, Mike Wilson, Jeff Jelinski, and Mike LeMieur.

**Staff present:** Deb Gruber, Tabitha Maher, Brian Middendorf, Steve Backowski, Katy Kirchner, Brad Vold, Penny Pesta, Steve Messerschmidt, Melanie Erickson, Emily Senta, Fran Dosh, Cindy Nienaber, Michelle Tautges, Shawn Larsen, and Emily Wilmes.

**Others present:** Mark Slupe, Tyler Jensen, Pat Boone, Carrie Tripp, Tammy Filippi, Cheryal Hills, and Jerry Chandler.

## **AGENDA CHANGES**

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson and was carried unanimously to approve County Board Minutes from Board Meeting 5/9/2017.

## **APPROVAL OF THE COUNTY BOARD MINUTES**

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and was carried unanimously to adopt the Board Agenda as presented.

## **PROCLAMATIONS**

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur and was carried unanimously to approve the Month of May 2017 as Foster Care Month in Morrison County.

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and was carried unanimously to approve the week of May 21st- 27th 2017 as Emergency Medical Services Week in Morrison County.

## **INITIATIVE FOUNDATION REPORT**

Carrie Tripp, Vice President for External Relations, and Tammy Filippi, Early Childhood Specialist, provided information on the Initiative Foundations various resources and projects throughout the Region, and thanked the Commissioners for their support.

## **REGION FIVE REPORT**

Cheryal Hills, Executive Director, provided an update from the Region Five Development Commission highlighting various programs and projects currently taking place throughout the five county Region.

## **SHERIFF'S REPORT**

Shawn Larsen, Sheriff, presented the monthly report for April 2017 to the County Board.



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## SOCIAL SERVICES REPORT

A motion was made by Commissioner LeMieur, seconded by Commissioner Winscher and was carried unanimously to approve the contract between Morrison County Social Services and CORE Professional Services for up to \$15,000. This is a new provider for a service we use and is part of a budget line item already approved.

## PUBLIC HEALTH REPORT

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur and was carried unanimously to appoint Nicole Gross, District 4 as member to the Morrison County Public Health Advisory Committee.

A motion was made by Commissioner Winscher, seconded by Commissioner Jelinski and was carried unanimously to approve Public Health applying for the Toward Zero Death (TZD) Safe Roads Grant through the Minnesota Department of Public Safety. In order to qualify for the grant, our collaborative Law Enforcement partner- Morrison County Sheriff- has to apply for the grant through their department.

Katy Kirchner, Public Health Director, Michelle Tautges, Community Health Supervisor, Cindy Nienaber, Nursing Supervisor, presented a discussion about the Women, Infant, Children supplemental food program evaluation by the Minnesota Department of Health.

A motion was made by Commissioner Jelinski, seconded by Commissioner LeMieur and was carried unanimously to approve the request to hire a Sanitarian, Grade 27, to provide Environmental Health services and education through coordinating grants. This position will be funded through the Environmental Health program dollars and community health grants.

A motion was made by Commissioner Johnson, seconded by Commissioner Winscher and was carried unanimously to approve:

1. Temporary 1 to 4 Day Liquor License to the Lincoln Scandia Valley Lions Club to hold an event at Sandia Valley Township Park on August 4 and August 5, 2017.
2. Approve an On Sale 3.2 Malt Liquor 1 Day License to the Randall-Cushing Area Lions Club to hold an event at the Cushing Community Park on July 22, 2017.

The County Board recessed at 10:03am and reconvened at 10:13am.

## EXTENSION REPORT

Emily Wilmes, Extension Educator, presented the April 2017 report and discussed several activities happening throughout the county.

## AUDITOR/TREASURER REPORT

A motion was made by Commissioner Winscher, seconded by Commissioner Johnson and was carried unanimously to approve the Annual Renewal of Precious Metal Dealer Licenses for Mel grams, Inc., Like-Nu Gun and Pawn, and Goldsmith Jewelers.



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## COUNTY BOARD WARRANTS

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur to approve the following Resolution:

WHEREAS, the Morrison County Board of Commissioners have reviewed the list of County Board Warrants;

NOW THEREFORE, BE IT RESOLVED, that the list of County Board Warrants on file in the Auditor/Treasurer's Office for May 23, 2017 be approved for payment:

REVENUE	\$	111,686.04
PUBLIC WORKS	\$	80,729.16
SOCIAL SERVICE	\$	149,498.37
SOLID WASTE	\$	19,525.93
BUILDING FUND	\$	307.50
2017-2018 GOVERNMENT C]	\$	96,021.56
C.I.P. DEBT SERVICE FUND	\$	3,000.00
LOCAL COLLABORATIVE	\$	1,660.33
FORFEITED LAND FUND	\$	322.00
TOTAL	\$	462,750.89
MEALS	\$	244.00
CREDIT CARD	\$	12,905.10

Motion carried on a roll call vote with all Commissioners voting "aye".

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur to approve the Commissioners Expense Reports as presented. Motion carried on a roll call vote with all Commissioners voting "aye".

## PUBLIC WORKS REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner Winscher and was carried unanimously to adopt Resolution #2017-041 awarding contract #273 to Knife River Inc. in an amount of \$ 2,572,948.56.

A motion was made by Commissioner Johnson, seconded by Commissioner LeMieur and was carried unanimously to adopt Resolution #2017-042 authorizing the Chairman and the Administrator to enter into agreement 2017-2022 Master Partnership Contract with MN/Dot.

## ADMINISTRATOR'S REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner Wilson and was carried 4-0 with Commissioner LeMieur abstaining, to consider approval of the tentative agreement as a result of the



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contract re-opener with AFSCME (American Federation of State, County and Municipal Employees) for the Social Services and Public Works Unit and apply relevant provisions to the appropriate staff. Summary of the changes: 2017 and 2018 market adjustments, 2019 3% COLA, and Child Protection on call pay.

A motion was made by Commissioner Winscher, seconded by Commissioner LeMieur and was carried unanimously to approve the Contract between Contegriety Group, Inc. and Morrison County for the Morrison County Government Center Remodel.

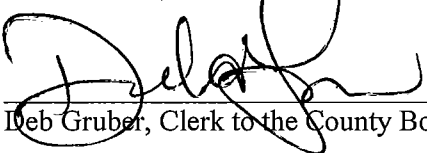
## COUNTY BOARD REPORTS AND SCHEDULE

Members of the County Board reported on various meetings they have attended and on their upcoming schedule of meetings with various organizations.

## ADJOURNMENT

A motion was made by Commissioner Johnson, seconded by Commissioner Winscher and was carried unanimously to adjourn the meeting at 10:41 a.m.

  
\_\_\_\_\_  
Mike Wilson, Chairman

  
\_\_\_\_\_  
Deb Gruber, Clerk to the County Board



# Emergency Medical Services Week

*A Proclamation by the Morrison County Public Safety Group to designate the week of May 21<sup>st</sup> – 27<sup>th</sup> 2017 as Emergency Medical Services Week.*

**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week, 365 days a year; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, emergency medical services has grown to fill a gap by providing important , out of hospital care, including preventative medicine, follow-up care and access to telemedicine; and

**WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, fire fighters, law enforcement officers, public health emergency preparedness coordinators, emergency nurses, emergency physicians, trained members of the public, and other medical care providers; and

**WHEREAS**, the members of emergency medical services steams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

**NOW, THEREFORE, BE IT RESOLVED THAT WE,**

the Board of the Morrison County Commissioners, of the great state of Minnesota, in recognition of this event do hereby proclaim the week of May 21<sup>st</sup>-27<sup>th</sup>, 2017, EMERGENCY MEDICAL SERVICES WEEK in Morrison County, and we call this observance to the attention of all our citizens and encourage the community to show appreciation.

  
\_\_\_\_\_  
Signature

5/23/17  
\_\_\_\_\_  
Date

**FOSTER CARE MONTH  
MORRISON COUNTY, MN  
MAY 2017**

**WHEREAS**, the family, serving as the primary source of love, identity, self-esteem and support is the very foundation of our communities, our state and our Country; and

**WHEREAS**, in 2016 there were 60 children in Morrison County licensed foster homes. Foster care provides a safe, secure and stable home for children also providing compassion and nurturance of a family setting; and

**WHEREAS**, in 2016, Morrison County Social Services currently has 39 licensed foster families who have opened their homes and hearts to children whose families are in crisis, play a vital role helping children and families heal, reconnect and launch children into successful adulthood; and

**WHEREAS**, in 2016 there were over 108 Morrison County adults living in licensed adult foster homes; and

**WHEREAS**, Morrison County Social Services currently has 34 licensed foster care providers who have opened their homes to provide a family environment to individuals with developmental disabilities, mental illness or who are elderly; and

**WHEREAS**, there are numerous individuals, public and private organizations who work to increase public awareness of the needs of children and adults in foster care as well as the enduring and valuable contribution of foster care providers.

**NOW, THEREFORE**, we, the Morrison County Board of Commissioners, do hereby proclaim May as **FOSTER CARE MONTH** in Morrison County and urge all citizens to volunteer their talents and energies on behalf of children/adults in foster care, foster parents and the professional staff working with them during this month and throughout the year.

Adopted this Twenty Third Day of May, Two Thousand and Seventeen.

  
\_\_\_\_\_  
Morrison County Board of Commissioners

## PURCHASE OF SERVICE AGREEMENT



The County of Morrison, through its Social Service Agency, 213 1st Avenue SE, Little Falls, MN 56345, hereafter referred to as the Agency, and CORE Professional Services, PA, 617 Oak Street, Brainerd, MN 56401, hereafter referred to as the Contractor, enter into this agreement for the period from January 1, 2017, to December 31, 2017.

WITNESSETH:

WHEREAS, the Agency, pursuant to Minnesota Statutes, section 373.01, 373.02, and 256M or 256J.50 or 119B.125 wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

1. Contractor's Duties

- a. As specified in Minnesota Statutes, 256M (Vulnerable Children and Adult Act), the Agency agrees to purchase and the Contractor agrees to furnish the following:

**1) Parent Capacity Assessments**

- b. The county of financial responsibility shall determine the amount of service to be delivered and the total cost of services for each person, as stated in the individual authorization form or client service plan.
- c. Pursuant to Exhibit A, attached hereto and incorporated by reference, the Contractor Agrees to provide:
- 1) An explicit description of the services to be provided;
  - 2) An exposition of the staffing including job descriptions and professional qualifications of personnel; and
  - 3) An organization chart.
- d. The Contractor must, within 10 days of when the hard copy of the referral is made, notify the Agency in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the Agency must determine whether such inability will require modification or cancellation of said contract.

2. Cost and Delivery of Purchased Services

- a. The total amount to be paid for such Purchased Services must not exceed



\$15,000. The unit cost for providing services to eligible clients shall be \$120.00 per hour. The unit cost for parent/child observation is \$200.00. The unit cost for a Parent Capacity Assessment report is \$200.00. Consultations that require more than one hour shall be billed at the hourly rate of \$120.00 per hour. Other fees may be determined by the Agency and Contractor when not covered by insurance.

- b. The contractor certifies that the services to be provided under this agreement are not otherwise available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
- c. Purchased services will be provided at 617 Oak Street, Brainerd, MN 56401, and 110 14<sup>th</sup> Avenue East, Sartell, MN 56377.
- d. The Contractor agrees to use only qualified personnel to provide any services purchased under this Contract. If licensing or certification is a necessary prerequisite for provision of services, the Contractor ensure that personnel and services are properly licensed or certified in accordance with provisions of state law and Minnesota Rules.
- e. Changes in service unit rates that are legislatively enacted will be effective as legislated and not require an amendment to this agreement.

### 3. Eligibility for Services

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Agency Children and Community Services Plan or Child Care Assistance Plan.

The parties understand and agree that the Agency must determine preliminary and final client eligibility.

The parties understand and agree that when the Contractor has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Contractor must complete and send to the Agency, within five working days of the date of application, an Application for Social Services. The agency will, within five calendar days of the receipt of the application, certify in writing to the Contractor the recipient's eligibility for purchased social services, and prescribe the amount, disposition, and method of collection of any fees for said purchased services.

### 4. Payment for Purchased Services

- a. Certification of expenditures: The Contractor must, within 15 working days following the last day of each calendar month, submit a standard invoice for social services purchased to the Morrison County Social Services Agency. The Invoice must show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each social services eligible individual,

identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to eligible clients.

- b. Payment: The Agency must, within 30 days of the date of receipt of the Invoice, make payment to the Contractor for all eligible clients identified on the invoice.
- c. MMIS: For those services billed directly through the MMIS system, the Agency agrees to complete and enter a service agreement containing the authorized unit type, number of authorized units and the unit cost in a timely manner. The Contractor will notify the Agency immediately if any billing or payment problems occur. The service agreement for each recipient of service will be incorporated in this agreement by reference.

5. Audit and Record Disclosures

The Contractor must:

- a. Send the following financial, statistical and social services reports to the Agency on a monthly/annually basis.
  - 1) Program participants-----Monthly
  - 2) Budget Preparation Materials-----Annually
- b. Allow personnel of the Agency, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor Purchased Services.
- c. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
- d. Maintain all records pertaining to the contract at 617 Oak Street, Brainerd, Minnesota 56401 for four years for audit purposes.
- e. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in the Department of Human Services rules and manuals.

6. Safeguard of Client Information

- a. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- b. The Contractor will comply in all aspects with the Health Insurance Portability

and Accountability Act of 1996 as implemented by regulations 45 C.F.R., Parts 160 and 164. The Contractor will:

- 1) Use or further disclose Protected Health Information (PHI), only as permitted or required by law.
  - 2) Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided by this agreement.
  - 3) Mitigate any harmful effect that is known to the contractor as the result of a disclosure of PHI by the Contractor in violation of this agreement
  - 4) Report to the Agency any use or disclosure of PHI not provided for by this agreement of which the Contractor becomes aware.
  - 5) Require anyone to whom the Contractor provides PHI to agree to the same restrictions and conditions that apply to the Contractor pursuant to this agreement.
  - 6) Make available its internal practices, books, and records relating to the use and disclosure of Protected Health Information created or received by the Contractor to the Agency, the Minnesota Department of Human Services, or the US Secretary of Health and Human Services.
  - 7) Within 15 days of receiving a request from the Agency, make available information necessary for the Agency to make an accounting of disclosures of PHI about an individual.
  - 8) Within 10 days of receiving a written request from the Agency, make available PHI necessary for the Agency to respond to individual's request for access to PHI about them that is not in the possession of the Agency.
  - 9) Within 15 days of receiving a written request from the Agency, incorporate any amendments or corrections to the PHI in accordance with privacy regulations
  - 10) Not make any disclosures of PHI that the Agency would be prohibited from making.
  - 11) Comply with all applicable HIPAA electronic security regulations.
- c. Upon termination of this agreement, Contractor will return and destroy all PHI received from the Agency or created or received by the Contractor on behalf of the Agency that Contractor still maintains. The Contractor maintains no copies of such PHI's; provided that if such return or destruction is not feasible, Contractor will extend the protections of this agreement to PHI and limit further uses of or disclosure to those purposes that make the return or destruction of the information infeasible.

7. Equal Employment Opportunity and Civil Rights and Nondiscrimination

(When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

(When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1998). This section only applies if the grant is for more than \$100,000 and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

8. Fair Hearing and Grievance Procedures

The agency agrees to provide a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with fair hearing and grievance procedures established by Department of Human Services administrative rules.

9. Bonding, Indemnity, Insurance, and Audit Clause

- a. Bonding: The Contractor must obtain and maintain at all times during the term of this agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond must be in the amount of \$10,000.
- b. Indemnification: Any and all claims that arise against Contractor, its agents, servants, or employees as a result of any act or omission on the part of the Contractor or its agents, servants, or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. The Contractor shall indemnify, hold harmless, and defend the County, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the County, its officers, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act of omission of Contractor, its agents, servants, or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract.
- c. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnify provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$500,000 for bodily injury or property damage to any one person and \$1,500,000 for total injuries or damages arising from any one incident. This clause does not constitute a waiver of the County's governmental immunity or liability limits under Minnesota Statute 466 or other law.
- d. Audit: (When applicable) The Contractor agrees that within 60 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act Amendments of 1996, P.L.104:156 and Office of Management and Budget, Circular No. A-133. After completion of the audit, a copy of the audit report must be filed with the Agency.

10. Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals\* And Employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violating any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

\* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers
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To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [www.dhhs.gov/progorg.oig/](http://www.dhhs.gov/progorg.oig/).

If you do not have access to the website, and/or need the information in an alternative format, contact: Brad Vold, Contract Manager, Morrison County Social Service Agency, at (320) 632-0247.

#### 11. Conditions of the Parties' Obligation

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must thereupon be terminated.
- b. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor not specifically provided in the agreement will be allowed by the Agency, nor must the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval must be considered to be a modification of the agreement.
- f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.
- g. The Contractor shall provide Exposure Control Training for its employees and agents as described in laws or rules governing OSHA Regulations. Further, the Contractor hereby releases and holds harmless Morrison County from any loss or injury suffered by the Contractor, its employees or agents, as a result of contact with infectious agents.

#### 12. Subcontracting

- a. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without written approval of the Agency.
- b. All subcontractors must be subject to and must meet all the requirements of this contract.

- c. The Contractors must ensure that any and all subcontracts to provide services under this contract must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to a contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

- d. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

### 13. Noncompliance

- a. If the Contractor fails to comply with the provisions of this contract, the Agency may seek any available legal remedy.
- b. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this contract has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

### 14. Miscellaneous

The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as third-party beneficiary, is an affected party under this agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Contractor for any appropriate relief in law or performance of all or any part of the agreement between the County Welfare Board and the Contractor. The Contractor specifically acknowledges that the County Welfare Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the agreement of any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

### 15. Entire Agreement

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

AGENCY:

BY: Brad Vold, Director  
Director, Morrison County Social Services

DATED: 5/23/17

BY: Mike Wilson  
Chairperson, Morrison County Board of Commissioners

DATED: 5/23/17

CONTRACTOR: The person signing below represent and warrant that they are legally authorized to execute this Contract.

BY: Frank S. Reynolds, President  
Name/Title

DATED: 5-5-2017



**MORRISON COUNTY**  
**RESOLUTION # 2017-011**  
**AWARD OF CONTRACT**

**WHEREAS:** On Thursday, May 4, 2017, at 10:00 A.M., the following contractors:

Anderson Brothers Construction  
 Central Specialties  
 Hardrives, Inc.  
 Knife River Corporation  
 Tri-City Paving, Inc.

Submitted sealed bids for the furnishing of all labor, tools, materials and equipment necessary for the construction of the work provided for under plans and specifications for that improvement on the following projects:

PROJECT NO. 049-599-070, 049-643-018 & 049-645-006

CONTRACT NO. 273

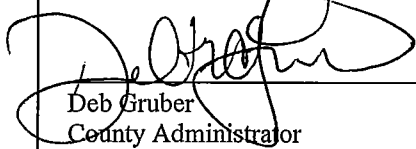
**WHEREAS:** The bid of Knife River Corporation in the amount of \$ 2,572,948.56 appeared to be the lowest responsible bid received.

**NOW THEN BE IT RESOLVED:** That we, the Board of Commissioners of Morrison County have reviewed said bids and hereby award the contract work to the lowest responsible bidder of Knife River Corporation.

STATE OF MINNESOTA }  
 COUNTY OF MORRISON }

I, Deb Gruber, County Administrator, Morrison County, Minnesota hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office of Morrison County in Little Falls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this 23 day of May, 2017, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness by hand and seal this 23 day of May, 2017.

  
 Deb Gruber  
 County Administrator

Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	X			X	
Johnson	X				
Winscher	X				X
Wilson	X				
LeMieur	X				



**MCPW**  
**Contract Bid Abstract**

Contract No.: 273  
Project No.: SAP 049-599-070, SAP 049-643-018, SAP 049-645-006  
Bid Opening: 05/04/2017 10:00 AM

Project: SAP 049-599-070 - King Road - Belle Prairie Twp				Engineers Estimate		KNIFE RIVER		TRI-CITY PAVING, INC.		ANDERSON BROTHERS CONSTRUCTION		CENTRAL SPECIALTIES		HARDRIVES, INC.	
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2013.609 HAUL & DISPOSAL OF NON-HAZARDOUS WASTE	TON	105	\$135.00	\$14,175.00	\$70.00	\$7,350.00	\$70.00	\$7,350.00	\$75.00	\$7,875.00	\$85.00	\$8,925.00	\$71.00	\$7,455.00
2	2021.501 MOBILIZATION	LS	1	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$11,300.00	\$11,300.00
3	2051.501 MAINT & RESTORATION OF HAUL ROADS	LS	1	\$500.00	\$500.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
4	2101.511 CLEARING & GRUBBING	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,055.24	\$1,055.24	\$4,000.00	\$4,000.00	\$1,008.00	\$1,008.00
5	2104.501 REMOVE PIPE CULVERTS	L F	56	\$10.00	\$560.00	\$8.00	\$448.00	\$8.00	\$448.00	\$8.44	\$472.64	\$20.00	\$1,120.00	\$8.00	\$448.00
6	2104.505 REMOVE BITUMINOUS PAVEMENT	S Y	1300	\$5.00	\$6,500.00	\$2.00	\$2,600.00	\$2.00	\$2,600.00	\$2.11	\$2,743.00	\$4.00	\$5,200.00	\$2.00	\$2,600.00
7	2105.501 COMMON EXCAVATION	C Y	6470	\$6.00	\$38,820.00	\$6.45	\$41,731.50	\$6.45	\$41,731.50	\$6.81	\$44,060.70	\$7.00	\$45,290.00	\$6.50	\$42,055.00
8	2118.502 AGGREGATE SURFACING (LV), CLASS 5	C Y	1475	\$18.00	\$26,550.00	\$15.30	\$22,567.50	\$17.00	\$25,075.00	\$12.50	\$18,437.50	\$13.00	\$19,175.00	\$14.00	\$20,650.00
9	2123.509 DOZER	HOURL	5	\$150.00	\$750.00	\$145.00	\$725.00	\$145.00	\$725.00	\$153.01	\$765.05	\$170.00	\$850.00	\$146.00	\$730.00
10	2123.610 CRAWLER MOUNTED BACKHOE	HOURL	5	\$200.00	\$1,000.00	\$190.00	\$950.00	\$190.00	\$950.00	\$200.49	\$1,002.45	\$200.00	\$1,000.00	\$191.00	\$955.00
11	2131.502 CALCIUM CHLORIDE SOLUTION	GAL	900	\$1.00	\$900.00	\$1.28	\$1,152.00	\$1.10	\$990.00	\$1.06	\$954.00	\$0.99	\$891.00	\$1.00	\$900.00
12	2442.501 REMOVE EXISTING BRIDGE	LS	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,914.27	\$7,914.27	\$15,000.00	\$15,000.00	\$7,570.00	\$7,570.00
13	2501.511 15" CAS PIPE CULVERT	L F	68	\$30.00	\$2,040.00	\$30.00	\$2,040.00	\$30.00	\$2,040.00	\$31.66	\$2,152.88	\$20.00	\$1,360.00	\$30.00	\$2,040.00
14	2501.511 24" CAS PIPE CULVERT	L F	44	\$40.00	\$1,760.00	\$35.00	\$1,540.00	\$35.00	\$1,540.00	\$36.93	\$1,624.92	\$36.00	\$1,584.00	\$35.00	\$1,540.00
15	2501.511 30" CAS PIPE CULVERT	L F	26	\$45.00	\$1,170.00	\$50.00	\$1,300.00	\$50.00	\$1,300.00	\$52.76	\$1,371.76	\$52.00	\$1,352.00	\$50.00	\$1,300.00
16	2501.515 15" CAS PIPE APRON	EACH	4	\$200.00	\$800.00	\$165.00	\$660.00	\$165.00	\$660.00	\$174.11	\$696.44	\$153.00	\$612.00	\$166.00	\$664.00
17	2501.515 24" CAS PIPE APRON	EACH	2	\$220.00	\$440.00	\$225.00	\$450.00	\$225.00	\$450.00	\$237.43	\$474.86	\$240.00	\$480.00	\$227.00	\$454.00
18	2501.515 30" CAS PIPE APRON	EACH	1	\$300.00	\$300.00	\$400.00	\$400.00	\$400.00	\$400.00	\$422.09	\$422.09	\$410.00	\$410.00	\$404.00	\$404.00
19	2511.501 RANDOM RIPRAP CLASS III	C Y	55	\$65.00	\$3,575.00	\$55.00	\$3,025.00	\$55.00	\$3,025.00	\$58.04	\$3,192.20	\$86.00	\$4,730.00	\$55.00	\$3,025.00
20	2511.515 GEOTEXTILE FILTER TYPE VII	S Y	110	\$5.00	\$550.00	\$4.00	\$440.00	\$4.00	\$440.00	\$4.22	\$464.20	\$5.00	\$550.00	\$4.00	\$440.00
21	2554.505 PERMANENT BARRICADES	L F	32	\$45.00	\$1,440.00	\$30.00	\$960.00	\$30.00	\$960.00	\$32.98	\$1,055.36	\$31.25	\$1,000.00	\$32.00	\$1,024.00
22	2563.601 TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
23	2573.502 SILT FENCE, TYPE MS	L F	2095	\$2.50	\$5,237.50	\$1.95	\$4,085.25	\$1.75	\$3,666.25	\$1.85	\$3,875.75	\$1.95	\$4,085.25	\$2.00	\$4,190.00
24	2573.505 FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	200	\$17.00	\$3,400.00	\$10.00	\$2,000.00	\$10.00	\$2,000.00	\$10.55	\$2,110.00	\$10.00	\$2,000.00	\$10.00	\$2,000.00
25	2574.508 FERTILIZER TYPE 3	LB	700	\$1.00	\$700.00	\$0.55	\$385.00	\$0.55	\$385.00	\$0.58	\$406.00	\$0.55	\$385.00	\$0.55	\$385.00
26	2574.578 SOIL BED PREPARATION	ACRE	3.5	\$50.00	\$175.00	\$50.00	\$175.00	\$50.00	\$175.00	\$52.76	\$184.66	\$50.00	\$175.00	\$50.50	\$176.75
27	2575.501 SEEDING	ACRE	3.5	\$450.00	\$1,575.00	\$100.00	\$350.00	\$100.00	\$350.00	\$105.52	\$369.32	\$100.00	\$350.00	\$100.00	\$350.00
28	2575.502 SEED MIXTURE 21-111	LB	350	\$1.00	\$350.00	\$0.75	\$262.50	\$1.00	\$350.00	\$0.79	\$276.50	\$0.75	\$262.50	\$0.76	\$266.00
29	2575.502 SEED MIXTURE 25-131	LB	100	\$3.00	\$300.00	\$2.41	\$241.00	\$3.00	\$300.00	\$2.54	\$254.00	\$2.41	\$241.00	\$2.43	\$243.00
30	2575.502 SEED MIXTURE 25-142	LB	270	\$4.50	\$1,215.00	\$2.86	\$772.20	\$3.00	\$810.00	\$3.02	\$815.40	\$2.86	\$772.20	\$2.90	\$783.00
31	2575.519 DISK ANCHORING	ACRE	3	\$150.00	\$450.00	\$100.00	\$300.00	\$100.00	\$300.00	\$105.52	\$316.56	\$100.00	\$300.00	\$100.00	\$300.00
32	2575.523 EROSION CONTROL BLANKETS CATEGORY 3N	S Y	640	\$2.00	\$1,280.00	\$1.00	\$640.00	\$1.00	\$640.00	\$1.06	\$678.40	\$1.00	\$640.00	\$1.00	\$640.00
33	2575.560 HYDRAULIC MULCH MATRIX	LB	500	\$1.00	\$500.00	\$0.75	\$375.00	\$1.00	\$500.00	\$0.79	\$395.00	\$0.75	\$375.00	\$0.76	\$380.00
34	2575.560 HYDRAULIC BONDED FIBER MATRIX	LB	1300	\$1.60	\$2,080.00	\$1.25	\$1,625.00	\$1.25	\$1,625.00	\$1.32	\$1,716.00	\$1.25	\$1,625.00	\$1.26	\$1,638.00
35	2575.605 MULCH MATERIAL TYPE 1	ACRE	3	\$300.00	\$900.00	\$300.00	\$900.00	\$300.00	\$900.00	\$316.57	\$949.71	\$300.00	\$900.00	\$302.00	\$906.00

Project: SAP 049-599-070 - King Road - Belle Prairie Twp				Engineers Estimate		KNIFE RIVER		TRI-CITY PAVING, INC.		ANDERSON BROTHERS CONSTRUCTION		CENTRAL SPECIALTIES		HARDRIVES, INC.			
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
Totals for Project SAP 049-599-070					\$133,992.50		\$120,350.95		\$119,186.75		\$120,082.86		\$138,040.95		\$121,220.75		
% of Estimate for Project SAP 049-599-070							-10.18%				-11.05%		-10.38%		3.02%		-9.53%

Project: SAP 049-643-018 - CSAH 43 Overlay CSAH 45 to CR 265				Engineers Estimate		KNIFE RIVER		TRI-CITY PAVING, INC.		ANDERSON BROTHERS CONSTRUCTION		CENTRAL SPECIALTIES		HARDRIVES, INC.		
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	2021.501	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$550.00	\$550.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
2	2051.501	MAINT & RESTORATION OF HAUL ROADS	LS	1	\$500.00	\$500.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
3	2112.604	SHOULDER PREPARATION	S Y	450	\$2.00	\$900.00	\$10.00	\$4,500.00	\$1.00	\$450.00	\$1.00	\$450.00	\$12.00	\$5,400.00	\$6.00	\$2,700.00
4	2118.502	AGGREGATE SURFACING (LV), CLASS 1	C Y	1100	\$25.00	\$27,500.00	\$20.00	\$22,000.00	\$17.00	\$18,700.00	\$22.25	\$24,475.00	\$21.00	\$23,100.00	\$22.00	\$24,200.00
5	2232.601	MILL NOTCHES	L S	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$3,467.00	\$3,467.00	\$1,250.00	\$1,250.00
6	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	2575	\$2.50	\$6,437.50	\$1.50	\$3,862.50	\$2.00	\$5,150.00	\$1.85	\$4,763.75	\$1.88	\$4,841.00	\$1.50	\$3,862.50
7	2360.501	TYPE SP 4.75 WEARING COURSE MIX (2,B) SPECIAL	TON	1960	\$50.00	\$98,000.00	\$39.00	\$76,440.00	\$55.00	\$107,800.00	\$38.15	\$74,774.00	\$43.19	\$84,652.40	\$47.10	\$92,316.00
8	2563.601	TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
9	2563.602	RAISED PAVEMENT MARKER	EACH	370	\$2.00	\$740.00	\$1.91	\$706.70	\$1.00	\$370.00	\$1.00	\$370.00	\$2.75	\$1,017.50	\$1.10	\$407.00
10	2582.502	4" SOLID LINE PAINT	L F	2375	\$0.05	\$118.75	\$0.05	\$118.75	\$0.05	\$118.75	\$0.05	\$118.75	\$0.05	\$118.75	\$0.05	\$118.75
11	2582.502	6" SOLID LINE PAINT	L F	37000	\$0.10	\$3,700.00	\$0.07	\$2,590.00	\$0.068	\$2,516.00	\$0.07	\$2,590.00	\$0.068	\$2,516.00	\$0.07	\$2,590.00
12	2582.502	4" BROKEN LINE PAINT	L F	3700	\$0.05	\$185.00	\$0.05	\$185.00	\$0.05	\$185.00	\$0.05	\$185.00	\$0.05	\$185.00	\$0.05	\$185.00
Totals for Project SAP 049-643-018					\$151,081.25		\$122,403.95		\$142,790.75		\$110,877.50		\$131,698.65		\$149,030.25	
% of Estimate for Project SAP 049-643-018							-18.98%		-5.49%		-26.61%		-12.83%		-1.36%	

Project: SAP 049-645-006 - CSAH 47 TO 273RD ST				Engineers Estimate		KNIFE RIVER		TRI-CITY PAVING, INC.		ANDERSON BROTHERS CONSTRUCTION		CENTRAL SPECIALTIES		HARDRIVES, INC.		
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	2021.501	MOBILIZATION	LS	1	\$30,000.00	\$30,000.00	\$14,000.00	\$14,000.00	\$18,000.00	\$18,000.00	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00	\$82,000.00	\$82,000.00
2	2051.501	MAINT & RESTORATION OF HAUL ROADS	LS	1	\$500.00	\$500.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
3	2101.511	CLEARING & GRUBBING	LS	1	\$2,000.00	\$2,000.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$15,300.00	\$15,300.00	\$3,000.00	\$3,000.00	\$14,500.00	\$14,500.00
4	2104.501	REMOVE PIPE CULVERTS	L F	1857	\$8.00	\$14,856.00	\$6.00	\$11,142.00	\$6.00	\$11,142.00	\$6.33	\$11,754.81	\$9.00	\$16,713.00	\$6.00	\$11,142.00
5	2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	595	\$10.00	\$5,950.00	\$2.00	\$1,190.00	\$2.00	\$1,190.00	\$2.11	\$1,255.45	\$6.00	\$3,570.00	\$2.00	\$1,190.00
6	2104.523	SALVAGE CONCRETE APRON	EACH	4	\$200.00	\$800.00	\$125.00	\$500.00	\$125.00	\$500.00	\$131.90	\$527.60	\$300.00	\$1,200.00	\$125.00	\$500.00
7	2105.501	COMMON EXCAVATION	C Y	4000	\$4.00	\$16,000.00	\$3.85	\$15,400.00	\$3.85	\$15,400.00	\$4.06	\$16,240.00	\$8.21	\$32,840.00	\$4.00	\$16,000.00
8	2105.522	SELECT GRANULAR BORROW (LV)	C Y	5544	\$8.00	\$44,352.00	\$7.15	\$39,639.60	\$7.15	\$39,639.60	\$7.54	\$41,801.76	\$7.80	\$43,243.20	\$7.20	\$39,916.80
9	2105.523	COMMON BORROW (LV)	C Y	71147	\$7.00	\$498,029.00	\$5.65	\$401,980.55	\$5.65	\$401,980.55	\$5.96	\$424,036.12	\$7.80	\$554,946.60	\$5.70	\$405,537.90
10	2105.604	GEOTEXTILE FABRIC TYPE V	S Y	345	\$2.50	\$862.50	\$3.00	\$1,035.00	\$3.00	\$1,035.00	\$3.17	\$1,093.65	\$4.00	\$1,380.00	\$3.00	\$1,035.00
11	2118.502	AGGREGATE SURFACING (LV), CLASS 1	C Y	3911	\$14.00	\$54,754.00	\$17.50	\$68,442.50	\$16.00	\$62,576.00	\$21.81	\$85,298.91	\$17.44	\$68,207.84	\$20.60	\$80,566.60
12	2123.509	DOZER	HOURL	5	\$150.00	\$750.00	\$145.00	\$725.00	\$145.00	\$725.00	\$153.01	\$765.05	\$170.19	\$850.95	\$145.00	\$725.00
13	2123.610	CRAWLER MOUNTED BACKHOE	HOURL	5	\$175.00	\$875.00	\$190.00	\$950.00	\$190.00	\$950.00	\$200.49	\$1,002.45	\$181.94	\$909.70	\$190.00	\$950.00
14	2215.501	FULL DEPTH RECLAMATION	S Y	93901	\$1.00	\$93,901.00	\$1.18	\$110,803.18	\$0.85	\$79,815.85	\$0.92	\$86,388.92	\$1.32	\$123,949.32	\$0.98	\$92,022.98
15	2221.502	SHOULDER BASE AGGREGATE (LV) CLASS 5	C Y	8900	\$12.00	\$106,800.00	\$8.00	\$71,200.00	\$16.00	\$142,400.00	\$12.50	\$111,250.00	\$13.36	\$118,904.00	\$12.95	\$115,255.00
16	2232.501	MILL BITUMINOUS SURFACE (1.5")	S Y	79839	\$0.60	\$47,903.40	\$0.65	\$51,895.35	\$0.85	\$67,863.15	\$0.78	\$62,274.42	\$0.76	\$60,677.64	\$0.66	\$52,693.74
17	2232.501	MILL BITUMINOUS SURFACE (4.0")	S Y	20040	\$0.80	\$16,032.00	\$1.80	\$36,072.00	\$1.20	\$24,048.00	\$1.62	\$32,464.80	\$2.06	\$41,282.40	\$1.45	\$29,058.00
18	2232.601	MILL NOTCHES	L S	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$2,100.00	\$2,100.00
19	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	6828	\$2.50	\$17,070.00	\$1.50	\$10,242.00	\$2.00	\$13,656.00	\$1.85	\$12,631.80	\$1.88	\$12,836.64	\$1.50	\$10,242.00
20	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	31000	\$38.00	\$1,178,000.00	\$39.00	\$1,209,000.00	\$39.50	\$1,224,500.00	\$43.25	\$1,340,750.00	\$42.23	\$1,309,130.00	\$42.05	\$1,303,550.00
21	2451.607	CRUSHED ROCK (CV)	C Y	25	\$35.00	\$875.00	\$52.00	\$1,300.00	\$52.00	\$1,300.00	\$54.87	\$1,371.75	\$58.00	\$1,450.00	\$52.00	\$1,300.00
22	2501.511	15" CAS PIPE CULVERT	L F	1542	\$15.00	\$23,130.00	\$22.00	\$33,924.00	\$22.00	\$33,924.00	\$23.22	\$35,805.24	\$16.00	\$24,672.00	\$22.00	\$33,924.00
23	2501.511	18" CAS PIPE CULVERT	L F	408	\$20.00	\$8,160.00	\$25.00	\$10,200.00	\$25.00	\$10,200.00	\$26.38	\$10,763.04	\$18.00	\$7,344.00	\$25.00	\$10,200.00
24	2501.511	24" CAS PIPE CULVERT	L F	38	\$25.00	\$950.00	\$28.00	\$1,064.00	\$28.00	\$1,064.00	\$29.55	\$1,122.90	\$25.00	\$950.00	\$28.00	\$1,064.00
25	2501.511	36" CAS PIPE CULVERT	L F	4	\$40.00	\$160.00	\$65.00	\$260.00	\$65.00	\$260.00	\$68.59	\$274.36	\$24.00	\$96.00	\$66.00	\$264.00
26	2501.511	15" RC PIPE CULVERT	L F	14	\$30.00	\$420.00	\$55.00	\$770.00	\$55.00	\$770.00	\$58.04	\$812.56	\$52.00	\$728.00	\$56.00	\$784.00
27	2501.511	18" RC PIPE CULVERT	L F	10	\$40.00	\$400.00	\$60.00	\$600.00	\$60.00	\$600.00	\$63.31	\$633.10	\$56.00	\$560.00	\$61.00	\$610.00
28	2501.511	24" RC PIPE CULVERT	L F	4	\$50.00	\$200.00	\$85.00	\$340.00	\$85.00	\$340.00	\$89.70	\$358.80	\$80.00	\$320.00	\$86.00	\$344.00
29	2501.511	36" RC PIPE CULVERT	L F	50	\$100.00	\$5,000.00	\$120.00	\$6,000.00	\$120.00	\$6,000.00	\$126.63	\$6,331.50	\$99.00	\$4,950.00	\$121.00	\$6,050.00

Project: SAP 049-645-006 - CSAH 47 TO 273RD ST				Engineers Estimate		KNIFE RIVER		TRI-CITY PAVING, INC.		ANDERSON BROTHERS CONSTRUCTION		CENTRAL SPECIALTIES		HARDRIVES, INC.		
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
30	2501.515	15" CAS PIPE APRON	EACH	78	\$110.00	\$8,580.00	\$150.00	\$11,700.00	\$150.00	\$11,700.00	\$158.29	\$12,346.62	\$138.00	\$10,764.00	\$151.00	\$11,778.00
31	2501.515	18" CAS PIPE APRON	EACH	20	\$150.00	\$3,000.00	\$175.00	\$3,500.00	\$175.00	\$3,500.00	\$184.67	\$3,693.40	\$160.00	\$3,200.00	\$177.00	\$3,540.00
32	2501.515	24" CAS PIPE APRON	EACH	2	\$225.00	\$450.00	\$240.00	\$480.00	\$240.00	\$480.00	\$253.26	\$506.52	\$224.00	\$448.00	\$242.00	\$484.00
33	2501.515	36" CAS PIPE APRON	EACH	1	\$750.00	\$750.00	\$525.00	\$525.00	\$525.00	\$525.00	\$554.00	\$554.00	\$538.00	\$538.00	\$530.00	\$530.00
58	2501.515	18" RC PIPE APRON	EACH	1	\$400.00	\$400.00	\$725.00	\$725.00	\$725.00	\$725.00	\$765.05	\$765.05	\$560.00	\$560.00	\$731.00	\$731.00
34	2501.515	36" RC PIPE APRON	EACH	2	\$900.00	\$1,800.00	\$1,525.00	\$3,050.00	\$1,525.00	\$3,050.00	\$1,609.23	\$3,218.46	\$1,160.00	\$2,320.00	\$1,568.00	\$3,136.00
35	2501.573	INSTALL CONCRETE APRON	EACH	4	\$125.00	\$500.00	\$125.00	\$500.00	\$125.00	\$500.00	\$131.90	\$527.60	\$300.00	\$1,200.00	\$126.00	\$504.00
36	2511.501	RANDOM RIPRAP CLASS II	C Y	50	\$60.00	\$3,000.00	\$55.00	\$2,750.00	\$55.00	\$2,750.00	\$58.04	\$2,902.00	\$80.00	\$4,000.00	\$55.00	\$2,750.00
37	2511.515	GEOTEXTILE FILTER TYPE III	S Y	100	\$5.00	\$500.00	\$3.00	\$300.00	\$3.00	\$300.00	\$3.17	\$317.00	\$4.00	\$400.00	\$3.00	\$300.00
38	2563.601	TRAFFIC CONTROL	LS	1	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$8,500.00	\$8,500.00	\$7,500.00	\$7,500.00	\$6,900.00	\$6,900.00	\$6,900.00	\$6,900.00
39	2563.602	RAISED PAVEMENT MARKER	EACH	738	\$1.00	\$738.00	\$1.91	\$1,409.58	\$1.00	\$738.00	\$1.00	\$738.00	\$2.75	\$2,029.50	\$1.00	\$738.00
40	2573.502	SILT FENCE, TYPE MS	L F	20990	\$1.50	\$31,485.00	\$1.90	\$39,881.00	\$1.75	\$36,732.50	\$1.85	\$38,831.50	\$1.90	\$39,881.00	\$1.90	\$39,881.00
41	2573.602	FILTER BERM TYPE 4 (TOPSOIL)	EACH	19	\$200.00	\$3,800.00	\$50.00	\$950.00	\$50.00	\$950.00	\$55.00	\$1,045.00	\$132.00	\$2,508.00	\$50.50	\$959.50
42	2574.508	FERTILIZER TYPE 3	LB	9000	\$1.00	\$9,000.00	\$0.55	\$4,950.00	\$0.55	\$4,950.00	\$0.58	\$5,220.00	\$0.55	\$4,950.00	\$0.55	\$4,950.00
43	2574.525	COMMON TOPSOIL BORROW	C Y	1205	\$25.00	\$30,125.00	\$20.00	\$24,100.00	\$30.00	\$36,150.00	\$21.10	\$25,425.50	\$22.00	\$26,510.00	\$22.20	\$26,751.00
44	2574.578	SOIL BED PREPARATION	ACRE	45	\$50.00	\$2,250.00	\$50.00	\$2,250.00	\$50.00	\$2,250.00	\$52.76	\$2,374.20	\$50.00	\$2,250.00	\$50.00	\$2,250.00
45	2575.501	SEEDING	ACRE	45	\$250.00	\$11,250.00	\$100.00	\$4,500.00	\$100.00	\$4,500.00	\$105.52	\$4,748.40	\$100.00	\$4,500.00	\$100.00	\$4,500.00
46	2575.502	SEED MIXTURE 21-111	LB	9000	\$1.00	\$9,000.00	\$0.75	\$6,750.00	\$1.00	\$9,000.00	\$0.79	\$7,110.00	\$0.75	\$6,750.00	\$0.76	\$6,840.00
47	2575.502	SEED MIXTURE 25-131	LB	300	\$2.50	\$750.00	\$2.41	\$723.00	\$3.00	\$900.00	\$2.54	\$762.00	\$2.41	\$723.00	\$2.43	\$729.00
48	2575.502	SEED MIXTURE 25-142	LB	1950	\$5.00	\$9,750.00	\$2.86	\$5,577.00	\$3.00	\$5,850.00	\$3.02	\$5,889.00	\$2.86	\$5,577.00	\$2.90	\$5,655.00
49	2575.519	DISK ANCHORING	ACRE	41	\$125.00	\$5,125.00	\$100.00	\$4,100.00	\$100.00	\$4,100.00	\$105.52	\$4,326.32	\$100.00	\$4,100.00	\$100.00	\$4,100.00
50	2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	11457	\$1.20	\$13,748.40	\$1.00	\$11,457.00	\$1.00	\$11,457.00	\$1.06	\$12,144.42	\$1.00	\$11,457.00	\$100.00	\$11,457.00
51	2575.560	HYDRAULIC MULCH MATRIX	LB	55283	\$0.75	\$41,462.25	\$0.75	\$41,462.25	\$0.75	\$41,462.25	\$0.79	\$43,673.57	\$0.75	\$41,462.25	\$0.75	\$41,462.25
52	2575.560	HYDRAULIC BONDED FIBER MATRIX	LB	4413	\$1.50	\$6,619.50	\$1.25	\$5,516.25	\$1.25	\$5,516.25	\$1.32	\$5,825.16	\$1.25	\$5,516.25	\$1.25	\$5,516.25
53	2575.605	MULCH MATERIAL TYPE 1	ACRE	69	\$275.00	\$18,975.00	\$300.00	\$20,700.00	\$300.00	\$20,700.00	\$316.57	\$21,843.33	\$300.00	\$20,700.00	\$302.00	\$20,838.00
54	2580.603	INTERIM PAVEMENT MARKING	L F	2948	\$1.00	\$2,948.00	\$1.05	\$3,095.40	\$0.40	\$1,179.20	\$0.86	\$2,535.28	\$0.69	\$2,034.12	\$0.50	\$1,474.00
55	2582.502	4" SOLID LINE PAINT	L F	32200	\$0.05	\$1,610.00	\$0.05	\$1,610.00	\$0.05	\$1,610.00	\$0.05	\$1,610.00	\$0.05	\$1,610.00	\$0.05	\$1,610.00
56	2582.502	6" SOLID LINE PAINT	L F	72800	\$0.08	\$5,824.00	\$0.07	\$5,096.00	\$0.068	\$4,950.40	\$0.07	\$5,096.00	\$0.068	\$4,950.40	\$0.07	\$5,096.00
57	2582.502	4" BROKEN LINE PAINT	L F	7200	\$0.05	\$360.00	\$0.05	\$360.00	\$0.05	\$360.00	\$0.05	\$360.00	\$0.05	\$360.00	\$0.05	\$360.00
Totals for Project SAP 049-645-006						\$2,399,530.05		\$2,330,193.66		\$2,400,765.75		\$2,560,198.32		\$2,705,910.81		\$3,663,589.02
% of Estimate for Project SAP 049-645-006								-2.89%		0.05%		6.70%		12.77%		52.68%
Totals for Contract 273						\$2,684,603.80		\$2,572,948.56		\$2,662,743.25		\$2,791,158.68		\$2,975,650.41		\$3,933,840.02
% of Estimate for Contract 273								-4.16%		-0.81%		3.97%		10.84%		46.53%

I hereby certify that this is an exact reproduction of bids received.

Certified By: \_\_\_\_\_ License No. \_\_\_\_\_

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

**RESOLUTION # 2017-042**

**2017 Resolution for Approval of  
Master Partnership Contract Renewals**

**WHEREAS**, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government, and

**WHEREAS**, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads, and

**WHEREAS**, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

**NOW, THEREFORE BE IT RESOLVED**, that Morrison County enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Board of Commissioners.

**BE IT FURTHER RESOLVED**, that the Morrison County Board Chairman and Morrison County Administrator are authorized to execute such contract and any amendments thereto.

**BE IT FURTHER RESOLVED**, the Morrison County Board of Commissioners Authorize the Morrison County Public Works Director to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the Morrison County Public Works Director may execute such work order contracts on behalf of the Morrison County Board of Commissioners without further approval by this Board.

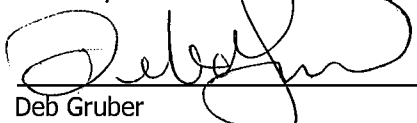
ADOPTED: May 23<sup>rd</sup>, 2017

  
\_\_\_\_\_  
Morrison County Board Chair

STATE OF MINNESOTA     }  
COUNTY OF MORRISON   }

I, Deb Gruber, County Administrator, Morrison County, Minnesota hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office of Morrison County in Little Falls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this 23<sup>rd</sup> day of May, 2017, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness by hand and seal this 23<sup>rd</sup> day of May, 2017.

  
\_\_\_\_\_  
Deb Gruber  
County Administrator

Commissioner	Yes	No	Abs	Mot	2nd
Wilson	X				
Jelinski	X				
Johnson	X			X	
LeMieur	X				X
Winscher	X				

**STATE OF MINNESOTA  
AND  
MORRISON COUNTY  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the MORRISON County, acting through its County Board in this contract referred to as the “Local Government.”

**Recitals**

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Master Partnership Contract**

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
  - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
  - 1.2. A party must not accept work under this Contract until it is fully executed.
  - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.



The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

#### 4. Responsibilities of the Providing Party

- 4.1. ***Terms Applicable to ALL Work Order Contracts.*** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

## **5. Responsibilities of the Requesting Party**

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

## 6. Time

In the performance of project work under a work order contract, time is of the essence.

## 7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
  - 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$1,000,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
  - 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
  - 7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE “MNDOT CONTRACT NUMBER” SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE “INVOICE NUMBER” ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 1028412  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155

7.4.3. ***Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

**8. Conditions of Payment**

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

**9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts**

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

**10. State's Authorized Representative and Project Manager**

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability.**

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

**13. State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

**14. Government Data Practices and Intellectual Property**

- 14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. **Intellectual Property Rights**
- 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

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

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

**15. Affirmative Action**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## **16. Workers' Compensation**

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

## 17. **Publicity**

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

## 18. **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 19. **Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

## 21. **Termination; Suspension**

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.



Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **22. Data Disclosure**

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

## **23. Defense of Claims and Lawsuits**


If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

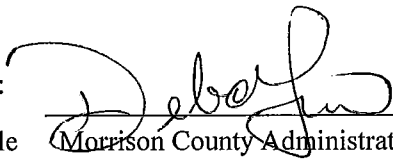
## **24. Additional Provisions**

[The balance of this page has intentionally been left blank – signature page follows]

**LOCAL GOVERNMENT**

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By:   
Title: Chairman, Morrison County Board  
Date: May 23, 2017

By:   
Title: Morrison County Administrator  
Date: May 23, 2017

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)  
Title: Assistant Commissioner or Assistant Division Director  
Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

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

LABOR AGREEMENT

between

MORRISON COUNTY BOARD OF COMMISSIONERS

and

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, COUNCIL 65

AND ITS AFFILIATED LOCAL 2564

PUBLIC WORKS UNIT

TERM

January 1, 2017 through December 31, 2019

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## LABOR AGREEMENT

This LABOR Agreement, entered into between the Morrison County Board of Commissioners, hereinafter called the EMPLOYER, and Local 2564, affiliated with Council 65 of the American Federation of State, County and Municipal Employees, hereinafter called the UNION.

### ARTICLE 1: PURPOSE

The Union and the Employer agree that the purpose for entering into this Agreement is to:

- 1.1 Establish the foundation for a harmonious and effective labor management relationship;
- 1.2 Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the Agreement upon the rates of pay, the hours of work and such other terms and conditions of employment for the duration of this Agreement.

### ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for all employees in the bargaining unit composed of:

All employees of the Morrison County Public Works Department who are not excluded from the definition of "public employee" contained in Minn. Stat. Section 179A.03, Subd. 14, as amended; further excluding managerial, supervisory, confidential, elected officials and all other County employees as certified by the Bureau of Mediation Services Case No. 72-PR-144A, dated July 26, 1972. A copy of Minn. Stat. Section 179A.03, Subd. 14, is attached to this Agreement for reference purposes.

- 2.2 Disputes which may occur between the Employer and the Union as to the inclusion or exclusion of a new or revised job class in the unit defined above shall be referred to the Bureau of Mediation Services for determination.

### ARTICLE 3: SCOPE OF AGREEMENT

- 3.1 It is the intention of the Union and the Employer that the coverage of this Agreement is limited to the "terms and conditions of employment," defined as:

"the hours of employment, the compensation therefore including fringe benefits,"

that are specifically established herein and are not in conflict with any statute of the State of Minnesota or rule or regulation promulgated thereunder.

- 3.2 The Union recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota. It is the intention of the parties that this Agreement supplement such statutes. In the event this Agreement is in conflict with such statutes the latter shall prevail.

#### ARTICLE 4: EMPLOYER RIGHTS

- 4.1 The Employer retains the full right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Any Employer right not limited by this Agreement shall remain solely with the Employer.
- 4.3 The Employer shall apply the terms and conditions established by this Agreement to all employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age or because of membership or non-membership in the Union.

#### ARTICLE 5: UNION RIGHTS

- 5.1 Deduction of Union Dues.
- 5.11 The Employer shall, from each payroll check, deduct an amount equal to one-half (1/2) of the monthly Union dues from the wages of each employee who authorizes such a deduction in writing. Monthly dues so deducted, together with a list of employees from whom deductions were made, and the amount of such deductions shall be forwarded to the Union officer designated in writing by the Union.
- 5.12 Any fair share fee collected shall be processed in accordance with Minnesota Statutes, Section 179A.06, subd. 3.
- 5.13 The Union shall apply the terms and conditions established by this Agreement to all employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age or because of membership or non-membership in the Union.

5.14 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

5.15 The Union and the employees agree to indemnify and hold the Employer harmless against any claim, suit, order, judgment or action taken against the Employer involving the administration of this Article.

5.2 Union Officers

5.21 The Union may designate employees from the bargaining unit to act as Stewards and shall inform the County Administrator in writing of the names of such Stewards and of successors when so named. Stewards shall have the duties and responsibilities as established by Article 23 (Grievance Procedure).

5.22 The Union may designate three (3) employees from the bargaining unit to a Negotiating Committee. The employees so designated shall suffer no loss in pay for attending negotiating meetings between the Union and the Employer held during the normal work day. Under no circumstances shall any time spent by an employee on the negotiating committee be counted toward the calculation of overtime.

5.3 The Business Representative of the Union shall be permitted to enter the facilities of the Employer where employees covered by this Agreement are working upon notification to and with the approval of the Employer or a designated representative.

5.4 The Employer agrees not to enter into a contract individually or collectively with employees in the bargaining unit which is in conflict with the terms of this Agreement.

ARTICLE 6: EMPLOYMENT STATUS

6.1 Type of appointment.

6.11 Probationary. Personnel employed by the Employer shall be considered probationary employees when serving a nine (9) month (1,560 hours of compensated service) probationary period and any extension as outlined in Section 7.1.

6.12 Permanent. Personnel employed by the Employer shall be considered permanent employees upon the successful completion of the probationary period.

6.2 Type of employment.

6.21 Personnel employed by the Employer, assigned to a budgeted job position, and regularly scheduled to a normal work week shall be defined as full-time employees.

- 6.22 Personnel employed by the Employer, assigned to a budgeted job position, and regularly scheduled to a normal work week of thirty (30) hours or less and more than fourteen (14) hours, shall be defined as part-time employees.
- 6.23 Personnel employed at the discretion of the Highway Engineer and excluded from the bargaining unit shall be defined as seasonal employees. Any reference to "temporary" employees shall hereinafter refer to seasonal employees as defined in this Article 6, Section 6.23. At no time shall a seasonal employee be hired until all regular employees on a layoff status have had the opportunity to apply for the seasonal position. Any employee on layoff status who refuses seasonal employment shall remain on layoff status.

#### ARTICLE 7: PROBATIONARY PERIOD

- 7.1 All full-time and part-time employees who are original hires or rehires following separation shall serve a probationary period of nine (9) consecutive months (1,560 hours of compensated service) of work. The County may, at its exclusive direction, extend this initial probation period by three months (520 hours) after conducting a status review meeting with the employee and representative of the bargaining unit. Promoted employees shall serve a nine (9) month trial (1,560 hours) period. The County may, at its exclusive direction, extend this trial period by three months (520 hours) after conducting a status review meeting with the employee and representative of this bargaining unit.
- 7.11 At any time during the original hire or rehire following separation probationary period an employee may be terminated at the discretion of the Employer. Employees terminated during the probationary period shall receive a written notice of such termination.
- 7.12 At any time during the promotional trial period, an employee may be returned to their previously held job class, at the discretion of the Employer, for failure to perform the duties and responsibilities of the job class. Employees returned to their previously held job class during the trial period:
- 7.121 Shall receive written notice of a reason(s) for such return, and
- 7.122 Shall have the right to return to the employee's previously held job class.
- 7.13 Employees shall have the right, at any time during the promotional trial period, to voluntarily return to the employee's previously held job class.
- 7.2 During the probationary period, based on an original hire or rehire following separation, an employee may be discharged by the Employer without such discharge being a violation of this Agreement or being grievable as provided by Article 23 (Grievance Procedure).



## ARTICLE 8: HOURS OF WORK

- 8.1 The normal work day for full-time employees shall be eight (8) or ten (10) consecutive hours, excluding a one-half (1/2) hour unpaid lunch period. During the normal work day employees shall be allowed two (2) fifteen (15) minute rest periods, to be taken as approved by the employee's supervisor, one (1) period in the morning and one (1) period in the afternoon.
- 8.2 The normal work week for full-time employees shall be forty (40) hours, Monday through Friday.
- 8.3 The scheduled work day and work week shall be established by the Employer and posted. The scheduled work day and work week may be changed by the Employer upon twenty-four (24) hour notice provided that a change in the work schedule may be made in the event of emergencies (snow, floods, wind storms, etc.) without notice.
- 8.4 The normal work week and work day for part-time and temporary employees shall be established by the Employer.
- 8.5 All employees shall be at the "home base" work location ready for work at the beginning of the normal work day. The term "home base" shall be defined as the main facility located in Little Falls or the employee's normally assigned satellite facility, depending on which facility is closest to the location of the work assignment for the beginning of the normal work day. If an employee is asked to report to an alternate shop than his/her "home base" the County will provide transportation and travel time will be counted as work time. The employer may direct staff to drive their own vehicle travel time above and beyond their regular commute would then be compensated as time worked and mileage reimbursement shall apply for mileage above and beyond the regular commute.
- 8.6 Nothing in this Agreement shall be construed as, and is not intended to be, a guarantee of any hours or work per normal work day or normal work week.
- 8.7 The Employer shall have the right to "call back" employees following the completion of a normal work day or normal work week.
- 8.71 Employees called back to work, and who continue to work through a normal work day without interruption, shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times the employee's basic hourly rate.
- 8.72 Employees called back to work, and who do not continue to work through a normal work day, shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times the employee's basic hourly rate or the hours worked, whichever is greater.
- 8.73 The provisions of Article 9 (Overtime) shall apply, to the extent they are applicable, to the hours worked based on a call-back.

- 8.8 From time to time, in the event of emergencies (snow, floods, wind storms, etc.) or contractor duty, the Employer will need to call employees in to work on less than a 24 hour notice (See Article 8.3). When that occurs, employees are expected to be at their assigned work site within a reasonable time of being called at the employee's designated number(s) on file at the County unless otherwise authorized by the Employer. Employees subject to call in for snow and ice control purposes will receive a weekly stipend of fifty five dollars (\$55) per week for each full week between the dates of November 1 and April 30 that they are subject to call in.

The Engineering staff shall receive a \$500.00 stipend in May of each year to compensate for contractor duty in the upcoming construction season.

#### ARTICLE 9: OVERTIME

- 9.1 Employees who are assigned and who work in excess of forty (40) but less than sixty (60) hours in a normal work week shall be compensated at the rate of one and one-half (1 1/2) times the employee's basic hourly rate for all hours worked in excess of forty (40). Employees who are assigned and who work in excess of sixty (60) hours in a normal work week shall be compensated at the rate of two (2) times the employees basic hourly rate for all hours worked in excess of sixty (60). For engineering staff only, the time period for calculation of the double time referred to in the previous sentence shall be a period that begins at 12:01 a.m. Monday through 12:00 p.m. Sunday. This section shall not apply to any time worked in response to a tornado or flood emergency.
- 9.2 Employees who are assigned and who work on a holiday, as established by Article 16 (Holidays), shall be compensated at the rate of one and one-half (1 1/2) times the employee's basic hourly rate for all hours worked on a holiday, plus holiday pay. Employees compensated for working on a holiday, as provided by this Article, shall not receive additional paid time off for working the holiday.
- 9.3 Employees who are assigned, and who work on a Sunday shall be compensated at the rate of one and one-half (1 1/2) times the employee's basic hourly rate for all Sunday hours worked.
- 9.4 An employee may receive compensatory time off in accordance with the following conditions:
- 9.41 Employees elect annually, at the time designated by the Engineer, whether they wish to participate in the compensatory time program.
- 9.42 Employees shall earn compensatory time at the same rate (either regular or premium) that would apply if the employee were to receive cash payment for the hours worked.

- 9.43 No employee shall retain more than one hundred and twenty (120) hours in the compensatory time bank; hours earned in excess of one hundred and twenty (120) shall be paid in cash at the appropriate rate.
- 9.44 For Engineering staff on or about May 1 of each year the compensatory bank for each employee with greater than sixty (60) hours in the compensatory bank shall be reduced to sixty (60) hours and shall be paid for the number of hours reduced. Employees may cash out compensatory time upon request.
- For Maintenance employees on or about December 1<sup>st</sup> of each year the compensatory bank for each employee with greater than sixty (60) hours in the compensatory bank shall be reduced to sixty (60) hours and shall be paid for the number of hours reduced. Employees may cash out compensatory time upon request.
- 9.45 Compensatory bank hours shall be paid at the rate of pay on the day the compensatory hours are used.
- 9.46 Notwithstanding the maximum limitations of Section 9.43 and 9.44, additional hours may be carried as compensatory bank hours by mutual Agreement of the Employer and the employee involved. Such Agreement shall be in writing.
- 9.47 Compensated time not worked shall not be counted in determining overtime eligibility. PTO, Extended Sick Leave and Holidays shall be considered time worked for the purpose of overtime compensation.

#### ARTICLE 10: JOB CLASSES AND WAGES

- 10.1 Employees shall be compensated in accordance with a compensation plan which is based on: 1) the assigned grade level of the job title and; 2) placement within the grade level based on each employee's years of continuous employment with Morrison County Public Works and experience with the work in the job title. The collective step levels within a grade are called the range. Each employee is assigned to a step within a grade according to the employee's job classification and years of continuous employment with Morrison County Public Works. All employees assigned to a specified step within the same grade will receive the same hourly compensation. Copies of the compensation plan are attached hereto and are hereby made a part of this Agreement.

Effective July 8, 2017 (paycheck received July 31<sup>st</sup>) the wage scale will adjust to add step 10, which will be 2% above the current step 9, those at step 9 will move to the new step 10 beginning that pay period.

Effective the first pay period in January 2018 a 2% COLA will be applied to all wages and the wage scale will adjust to add step 11, which will be 2% above step 10, those at step 10 will move to the new step 11 effective the first pay check received in January 2018.

Step 1 will be removed July 8, 2017. Those at Step 1 with an anniversary date prior to July 8<sup>th</sup>, will move to Step 2 at that time. Employees at a Step 2 for the first pay period in 2018 will move to a Step 3. After that, employees at Step 3 will move to Step 4 on their anniversary.

Effective the first pay period in January 2019, the salary ranges will increase and employees will receive a three percent (3%) COLA adjustment.

- 10.1a Employees who receive a promotion will receive the equivalent of a one step adjustment (the greater of the next higher step or 4%) or adjustment to the minimum of the new range, whichever is greater. The promotional change shall not change the anniversary date for purposes of range movement or step adjustment. In the event an employee does not successfully complete the trial period following the promotion, the amount of the pay increase granted because of the promotion shall be eliminated from the wages of the employee and the employee shall return to their prior position.
- 10.1b During the term of this Agreement, anniversary steps will be granted after an employee works 2080 compensated hours, exclusive of overtime, and receives a satisfactory evaluation.
- 10.1c In the event any employee who received a lump sum payment in lieu of any hourly increase in salary terminates for any reason, the lump sum payment for that year will be reimbursable to the Employer on a pro rata monthly basis. For purposes of the pro rata computation one half (1/2) of one month or more is considered to be a month. Less than one half (1/2) of one month shall not be considered a month.
- 10.2 Maintenance Department employees who are assigned to higher paid job classes shall be paid at the higher rate beginning with the first day of work at the higher rate within any pay period.
- 10.3 Employees will receive an annual clothing allowance of up to one hundred eighty five dollars (\$185) for employees in the Maintenance, Engineering and Solid Waste Divisions, provided employees must provide the County with receipts of purchase. The list of items that may be purchased with this allowance will be developed by the Safety Committee, subject to the review and approval of the County Engineer, and attached to this Agreement as Appendix B. In the event that an employee does not use this allowance in one year, it may be carried over into the following (second) year but the carried over amount and the allowance for the following year must be used in that following (second) year or the unused allowance will be forfeited. This allowance will not apply to employees in the Administration Division.

Morrison County shall clean or replace any clothing, for office personnel, which are damaged as a result of their work duties. Office personnel shall also be provided an allowance of fifty (\$50) per calendar year to purchase Morrison County logo clothing for work wear.

- 10.4 Cell Phones: Members of this bargaining unit will be covered by the County Policy in effect on January 1<sup>st</sup>, 2016 on cell phone reimbursement and use. The County Engineer will determine necessary usage/ reimbursement levels.
- 10.5 Deferred Compensation: The County will contribute the following amounts to the deferred compensation account of each employee who also contributes as shown:

<u>Employee Contribution</u>	<u>Employer Contribution</u>
<u>Per Pay Period</u>	<u>Per Pay Period</u>
\$25.00 - \$34.99	\$10.00
\$35.00 - \$99.99	\$15.00
\$100 or more	\$25.00

Employees may annually cash out up to forty (40) hours of their extended sick banks into their deferred compensation accounts. This cash out may only occur on the first pay period in December of each year.

- 10.6 Pay Date: The Employer agrees to meet and confer with the Union in the event of the Employer needing any change in employee's pay date.
- 10.7 Longevity/retention. Employees who successfully complete fifteen (15) years of service with Morrison County will receive a one time lump sum/longevity bonus equal to one percent (1%) of the employee's base annual salary. Employees who successfully complete twenty (20) years of service with Morrison County will receive a one time lump sum/longevity bonus equal to two percent (2%) of the employee's base annual salary. Employees shall receive an additional two percent (2%) payment upon completion of 25 years, 30 years, and 35 years of service. These amounts will be paid on the first pay check following the employee's completion of the years of service requirement.

Anyone with 35+ years of service on January 1<sup>st</sup>, 2016 shall receive a onetime 2% of their base annual salary payment.

- 10.8 An employee separating in good standing will be permitted to cash out up to eight hundred (800) hours of accrued and unused extended sick bank and be paid into a MSRS Post-Retirement Health Care Savings Plan (HCSP) at the rate of fifty percent (50%) of the employee's regular hourly rate at the time of separation, upon death this amount shall be paid to the same party as the employee's final check.

In addition, all severance payments upon termination shall be paid into Post-Retirement Health Care Savings Plan. This includes accrued and unused PTO, Compensatory Time Off and other severance payments. If an employee has less than five forty (40) hours of PTO all severance payments will be paid out in cash.

ARTICLE 11: PAID TIME OFF

- 11.1 The members of this bargaining unit will be covered by the Paid Time Off policy as outlined in the personnel policies except as provided in this article.
- 11.2 The total number of days of Paid Time Off accrual, based on years of service shall be as follows:

<u>Years of Service</u>	<u>Annual Accrual Rate</u>	<u>Accrual Rate</u>
0 thru 5 years	168 hours/21 days	1 hour for each 12.38 worked
6 thru 10 years	192 hours/24 days	1 hour for each 10.83 worked
11 thru 15 years	224 hours/28 days	1 hour for each 9.29 worked
16 thru 20 years	256 hours/32 days	1 hour for each 8.13 worked
21+ years*	264 hours/33 days	1 hour for each 7.88 worked

\* Those employees hired before January 1, 1981 shall earn PTO at the rate of 272 hours/34 days per year, which is an accrual rate of 1 hour for each 7.65 hours worked.

- 11.3. The maximum accumulation of PTO at any time shall be no more than 488 hours or two times an employee's annual accrual rate, whichever is greater.
- 11.4. The County will waive the 350 hour maximum payout at the time of termination in the event of the unexpected death of the terminating employee. The payout will be paid to the estate of the deceased employee within thirty (30) calendar days upon the presentation of a death certificate or other valid proof of death.
- 11.5. The following payout schedule shall apply to the allowance for payment of cash or deferred compensation:

1-5 years	20 hours
6-10 years	50 hours
11-15 years	70 hours
16-20 years	90 hours
21+ years	110 hours

ARTICLE 12: FUNERAL LEAVE

- 12.1 All full-time regular employees shall be allowed to use up to three (3) days of paid leave in the event of the death of any member of the employee's immediate family. "Immediate family" means parent, spouse, child, brother, sister, grandparent, great grandparents, step grandparents, grandchildren, spouse's parent, stepmother, stepfather, stepbrother or stepsister, step children, brother-in-law, sister-in-law, and spouse's grandparents, great grandparents, or step grandparents.

- 12.2 When funeral leave is approved, for compensation purposes, employees will be considered to have worked their normal work day.
- 12.3 Part-time and temporary employees shall not be eligible for funeral leave benefits established by this Article.

ARTICLE 13: SCHEDULING PLANNED PAID TIME OFF

- 13.1 In all cases planned use of PTO shall be scheduled subject to the needs and service obligations of the Employer. In establishing the planned use of PTO schedule, employees shall select a period based on seniority. Two (2) or more employees in the same division (Engineering, Solid Waste and Administration) may be scheduled for a planned use of PTO at the same time only with the approval of the Employer. More than two (2) employees in the Maintenance Division may be scheduled for a planned use of PTO at the same time only with the approval of the Employer. In addition, no more than two members of the Maintenance Division in the Little Falls shop or one member of the Maintenance Division in either the Pierz or Randall shops may be scheduled for a planned use of PTO at the same time. Employees not selecting a planned use of PTO period may be scheduled a PTO period by the Employer.

ARTICLE 14: JURY DUTY

- 14.1 Full-time employees called for jury duty, except a grand jury, shall be compensated for the difference between the jury duty per diem and the employee's normal daily wage, not to exceed thirty (30) normal work days.
- 14.2 Part-time and temporary employees shall not be eligible for jury duty compensation as provided by this Article.
- 14.3 Full-time employees called to make an appearance before a court, legislative committee, or other judicial or quasi-judicial body as a witness in an action involving the Federal Government, State of Minnesota or a political subdivision thereof in response to a subpoena or other direction by proper authority, shall be granted leave with pay less the amount of any jury or witness fees received. This provision shall apply only to appearances authorized by the Employer and directly related to the job duties and performance by the employee involved.

ARTICLE 15: INSURANCE

- 15.1 The Employer agrees to continue a hospital and medical insurance program to be available to full-time employees and dependents, subject to the limitations, benefits and conditions established by the contract between the employer and the insurance carrier. Any change in the benefit coverage shall be negotiated with the union, working through the County Insurance Committee (voted on and approved by the Union) and outlined in an MOU. The Union and the Employer will meet and negotiate the MOU on Insurance in 2016 for 2017 coverage.

- 15.2 The employer agrees to continue a term life insurance program, subject to the limitations, benefits and conditions established by the contract between the employer and the insurance carrier, providing Twenty Thousand and no/100 Dollars (\$20,000.00) death benefits for all full-time employees covered by this Agreement. The employer agrees to continue an Agreement with the term life insurance carrier to provide that each employee, at his option, may purchase additional life insurance equivalent to the amount purchased by the employer from such carrier. It shall be the employee's responsibility to prove insurability.
- 15.3 Full-time employees with dates of employment on or before March 1, 1986, a) who are eligible for a PERA annuity at the time of their retirement and, b) have been employed twenty (20) continuous years or more by the Employer shall have one hundred seventy-five dollars (\$175) per month of the premium cost of any hospital and medical insurance plan offered in the County cafeteria plan paid for by the Employer until the employee's sixty fifth (65<sup>th</sup>) birthday or a duration not to exceed ten years, whichever comes first.
- 15.4 Part-time and seasonal employees shall not be eligible for insurance benefits as established by this Article. Employees who are regularly scheduled to and working 30 hours per week shall receive the pro-rated County contribution to the cafeteria insurance plan based on their normal work week, as follows:
- |                      |                                      |
|----------------------|--------------------------------------|
| 30-33 hours per week | 82.5% of full-time employee benefit  |
| 34-36 hours per week | 90.0% of full-time employee benefit  |
| 37-40 hours per week | 100.0% of full-time employee benefit |
- 15.5 The County shall provide long term disability insurance to bargaining unit employees at no cost to the employee.
- 15.6 Any employee serving on the Insurance committee will not lose pay for attending scheduled meetings. Two Union members, appointed by the Union, shall serve on the Employee Insurance Benefits Committee.

ARTICLE 16: HOLIDAYS

- 16.1 Twelve (12) days shall be considered paid holidays for full-time employees.
- 16.2 The following holidays will be recognized by the County:

New Years Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving



Christmas Eve *	December 24
Christmas Day	December 25
Floating Holiday	

If New Year's Day, Independence Day, Christmas Day or Veteran's Day fall on a Sunday, the following Monday will be observed as the holiday, and if they fall on a Saturday, the preceding Friday will be observed as the holiday.

\* The County will, in its sole discretion, determine whether County offices will be closed on December 24 each year. Until notified differently, County offices will be closed on December 24 whenever December 24<sup>th</sup> is a weekday; when December 24<sup>th</sup> is a weekend day, employees will receive a Floating Holiday in exchange for the December 24<sup>th</sup> holiday. In the event that the County determines that County offices will be open on December 24<sup>th</sup>, eligible employees on paid status the preceding and following workday shall be eligible to take a Floating Holiday on or after the designated December 24<sup>th</sup> but must be taken prior to December 1 of the following year or it will be forfeited. The provisions of Article 16.9 will apply to this holiday in the event that it is a Floating Holiday.

- 16.3 To qualify for a paid holiday, employees must work their last normal work day before the holiday and the first normal work day following the holiday. Employees on approved paid absence as provided by this Agreement shall be considered to have worked the normal work day before and/or after a holiday.
- 16.4 Holidays which fall during an employee's PTO period shall be considered a holiday and the employee shall not be charged for vacation on that day.
- 16.5 Part-time employees shall earn pro-rated holiday pay based on their normal work week.
- 16.6 Employees shall be credited with ten (10) hours pay for any holiday which occurs on a day that would otherwise be a ten (10) hour work day.
- 16.7 Temporary employees shall not be eligible for paid holidays as provided by this Article.
- 16.8 Holiday pay is to be paid at the average length of the work day during the week that the holiday falls to a maximum of ten (10) hours, from May 1 to October 31.
- 16.9 The rules and restrictions regarding scheduling and use of the Floating Holiday will be the same as in Article 13. 1. Employees must use all Floating Holiday(s) prior to December 1 each year or it shall be forfeited for that payroll year. The Floating Holiday may be taken in two-hour increments. The floating holiday may be taken during the probationary period, but the employee shall be obligated to repay any floating holiday pay used if the employee is terminated, either voluntarily or involuntarily, before the probation period has expired. Repayment amounts shall be deducted from the employee's final paycheck.

ARTICLE 17: SEPARATION

- 17.1 Employees shall be considered separated from employment with the Employer based on the following actions:
- 17.11 Resignation. Employees resigning from employment shall submit written notice at least fourteen (14) days in advance of the effective date of their resignation. Failure to give such notice may result in the forfeiture of all earned PTO. In the event of unusual circumstances beyond the employee's control the Employer may waive the fourteen (14) calendar day notice requirement.
  - 17.12 Discharge. Employees may be discharged from employment as provided by Article 20 (Discipline and Discharge).
  - 17.13 Absence from Work. Employees absent from work without an approved absence as provided by Articles 11, 12, 13, 14, 18 and 25 (PTO, Funeral Leave, Scheduling Planned PTO Jury Duty, Leave of Absence or Family and Medical Leave) may be discharged as provided by Article 20 (Discipline and Discharge). Notwithstanding the above, an employee who is absent from work for three days without notice to the Employer shall have resigned. In appropriate cases the employer may waive application of this section.
  - 17.14 Inability to Perform Job Duties and Responsibilities. Employees may be separated for the inability to perform job duties and responsibilities as provided by Article 7 (Probationary Period).
- 17.2 Employees laid off in accordance with Article 22 (Layoff) shall not be considered to have separated from employment except as provided in Article 22, Section 22.3 and 22.4.
- 17.3 Employees re-employed by the Employer following separation shall be considered an original appointment and shall serve a nine (9) month probationary period.
- 17.4 Employees separated from employment, except for discharge (17.12) or termination during the probationary period (7.11), shall be compensated for all accumulated PTO at the time of separation, consistent with the PTO policy attached hereto.
- 17.6 The County agrees to maintain the employment status of employees who are ill or injured for up to 1040 hours, consistent with the certification requirements of the Family and Medical Leave Act, whether the employee is on a paid and/or an unpaid status.

#### ARTICLE 18: LEAVE OF ABSENCE

- 18.1 In the event it is necessary for an employee to be absent from work for reasons other than those provided by Article 11, 12, 13, 14 and 25 (PTO, Funeral Leave, Scheduling Planned PTO, Jury Duty or Family and Medical Leave), a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.

- 18.2 Requested leaves of absence will be granted only when such leave would not affect the services provided by the Employer, is recommended by the County Highway Engineer, and is approved by the County Administrator. The approval of such requests is discretionary with the County Administrator.
- 18.3 During an unpaid leave of absence employees will earn no compensation or benefit.
- 18.4 Employees who are absent from work without an approved leave of absence shall be subject to discipline as provided by Article 20 (Discipline and Discharge) and shall receive no compensation during the period of absence.

ARTICLE 19: JOB POSTING

- 19.1 The Employer and the Union agree that job class vacancies and new job classes should be filled based on the concept of promotion from within, provided that applicants:
  - 19.11 have the necessary qualifications to meet the standards of the job class; and
  - 19.12 have the ability to perform the duties and responsibilities of the job class.
- 19.2 All job class vacancies shall be posted for seven (7) calendar days.
  - 19.21 All newly created positions or classes established by the Employer and the appropriate rate of pay for such positions shall be subject to negotiation between the Employer and the Union prior to the filling of such positions.
- 19.3 Employees filling a higher job class based on the provisions of this Article shall serve a trial period of one thousand forty (1040) compensated hours.
- 19.4 The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.

ARTICLE 20: DISCIPLINE AND DISCHARGE

- 20.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.
- 20.2 Disciplinary action by the Employer may include any of the following actions based on the severity of the cause:

- Oral reprimand,
- Written reprimand,
- Suspension,
- Demotion, or
- Discharge.

- 20.3 Employees who receive any written discipline such as a written reprimand, suspension, demotion or discharge may grieve such actions through the provisions of Article 23 (Grievance Procedure). The Union may use the Grievance Procedure up through and including Step 4 for a written reprimand. At the Union's request, the Employer will agree to participate in mediation for any written reprimand that has not been successfully resolved through Step 3 of the Grievance Procedure.
- 20.4 The employee will receive copies of written reprimands, notices of suspension, and notice of discharge that are to become a part of the employee's personnel file.
- 20.5 Employees may examine their own personnel file at reasonable times under the direct supervision of the Employer.

#### ARTICLE 21: SENIORITY

- 21.1 Seniority shall be defined as the length of continuous service with the Employer within the Public Works Department.
- 21.2 The Employer shall maintain a seniority list of all employees covered by this Agreement.
- 21.3 Seniority shall terminate when an employee is separated from employment as provided by Article 17 (Separation).
- 21.4 Seniority shall not accrue under the following conditions:
  - 21.41 During a period of layoff as provided by Article 22 (Layoff).
  - 21.42 During a period of an unpaid leave of absence as provided by Article 18 (Leave of Absence), unless agreed to in writing by the Employer and the Union prior to the approval of the leave of absence.
  - 21.43 During a work stoppage.
  - 21.44 During a period of an unpaid leave of absence as provided in Article 25 (Family and Medical Leave Act).
- 21.5 Seniority shall have application to the following:
  - 21.51 The accumulation of PTO.
  - 21.52 The selection of a PTO period.
  - 21.53 As one criterion in determining the order of a layoff.
  - 21.54 As one criterion in considering applicants for promotion.

## ARTICLE 22: LAYOFF

- 22.1 Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced based on seniority, ability to perform available work and work performance within the department.
- 22.2 Prior to the effective date of any layoff for an indefinite period or for a definite period exceeding thirty (30) days, the proposed layoff will be discussed with the Union with at least ten (10) days notice in writing to the Union and the employees affected.
- 22.3 An employee's right to recall shall exist for eighteen (18) months after his/her last date of layoff.
- 22.4 Failure to return to work within ten (10) days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the employee's last address on file with the County. It shall be the employee's duty to notify the County of any address change.
- 22.5 Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position for which the employee on layoff is qualified shall terminate all right to recall.

## ARTICLE 23: GRIEVANCE PROCEDURE

- 23.1 The grievance procedure is established for the purpose of resolving disputes concerning the application or interpretation of this Agreement with equity and dispatch.
- 23.2 A grievance for the purpose of this Article is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.
- 23.3 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by service obligations of the Employer and shall therefore be accomplished during working hours, without loss of pay, only at a mutually convenient time consistent with such service needs.
- 23.4 Grievances shall be resolved in conformance with the following procedure:

Step 1. Upon the occurrence of any alleged violation of the Agreement the employee involved shall attempt to resolve the matter on an informal basis with the Assistant County Engineer or the Maintenance Foreman. If the matter is not resolved to the employee's satisfaction by this informal discussion it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated and the relief requested.

Any alleged violation of the Agreement shall be considered waived if not reduced to writing by the Union within fourteen (14) calendar days after the employee, through the use of reasonable diligence, had knowledge of the first occurrence of the event giving rise to the grievance.

Step 2. Within seven (7) calendar days following receipt of a grievance referred from Step 1, the County Highway Engineer shall meet with the Union Business Representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting, the County Highway Engineer shall respond in writing to the Union Business Representative stating the Employer's answer concerning the Grievance. If, as a result of the written response, the grievance remains unresolved, the Union may refer the grievance to Step 3. Any grievance not referred in writing by the Union to Step 3 within seven (7) calendar days following receipt of the County Highway Engineer's answer shall be considered waived.

Step 3. Within seven (7) calendar days following receipt of a grievance referred from Step 2, the County Personnel Director shall meet with the Union Business Representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting, the County Personnel Director shall respond in writing to the Union Business Representative stating the Employer's answer concerning the Grievance. If, as a result of the written response, the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 3 within seven (7) calendar days following receipt of the County Highway Engineer's answer shall be considered waived.

Step 4. Upon completion of the previous procedure and prior to requesting arbitration, the Union and the Employer may, by mutual agreement, request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 3. The time limit for requesting arbitration is tolled during mediation and if mediation does not resolve the grievance within thirty (30) days, arbitration may commence as hereafter provided in Step 5.

Step 5. If the grievance remains unresolved, the Union may, within seven (7) calendar days after the response of the County Personnel Director, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual Agreement of the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

- 23.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the

application of laws, rules or regulations having the force and effect of law. The arbitrator shall submit the decision in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer and the Union, and the employees.

23.51 The fee and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.

23.52 If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If an Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written Agreement of the Employer and the Union at each step.

#### ARTICLE 24: SAFETY GLASSES

24.1 Employees who are required to purchase and wear safety glasses in order to perform the duties of their position shall receive seventy five dollars (\$75.00) per year as a prescription safety glass/prescription tinted safety glass allowance.

#### ARTICLE 25: FAMILY AND MEDICAL LEAVE

25.1 Policy. The definitions and requirements of the Family and Medical Leave Act shall also apply to this policy. Employees who have worked for Morrison County for at least one year and for at least 1,250 hours over the previous 12 months will be granted a leave of absence from employment without pay for any of the following reasons:

- a. In conjunction with the birth of a son or daughter or placement of a child in the employee's household by adoption or foster care.
- b. To care for the employee's spouse, son or daughter or parent, who has a serious health condition.
- c. For a serious health condition that makes the employee unable to perform the functions of the employee's job.

- 25.2 Approval. The employee is required to provide 30 days advance leave notice when the leave is "foreseeable" or reasonable notice if the leave must begin in less than 30 days. The written request must include the reasons for the leave and the anticipated length of absence.
- 25.3 Maximum Period. The length of family & medical leaves from employment without pay shall be limited to no more than 12 weeks within any twelve month period measured forward from the date the employee's family and medical leave begins. The right to take the birth or placement leave expires at the end of the 12 week period following the birth or placement and must be a continuous leave unless the County and employee agree that the leave may be taken intermittently. The 12 week leave to care for the employee's child, spouse or parent or because of the employee's serious health condition may be taken intermittently or on a reduced work schedule when medically necessary. In the event this leave is taken intermittently or on a reduced work schedule and the leave is foreseeable based on planned medical treatment (such as therapy), the County may require the employee to temporarily transfer to an alternative position.
- 25.4 Reinstatement. Employees who are granted a family or medical leave will be reinstated to the same position or an equivalent position as the one they held prior to the commencement of their leave.
- 25.5 Effect on Benefits. During the FMLA covered leave, the County will continue to maintain its contribution to the County's health insurance plan during periods of unpaid leave without interruption on the same basis as though the employee was not on leave.
- 25.6 Substitution of Paid Leave. If the employee takes leave for the birth or placement of a child, the employee must substitute accrued paid PTO and accrued compensatory time for the unpaid leave.
- 25.7 Certification. If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the County does require that the request be supported by certification issued by the health care provider of the eligible employee or the family member as appropriate. The County will provide a form for the health care provider to complete. The County may also require recertification at reasonable intervals. The County reserves the right to require, at the County's expense, a second opinion from a different health care provider chosen by the employer. All medical certifications will be treated as confidential and privileged. In the event the employee fails to provide the requested certification, the employee may be denied the leave until the certification is provided. The County may require certification from the employee's health care provider that the employee is able to resume work before return is granted.
- 25.8 Anniversary Date. An employee shall not accrue seniority during a family or medical leave without pay. The employee's anniversary date shall be adjusted for salary and benefit purposes according to the length of the absence.
- 25.9 The provisions above shall not apply to employees who have been employed by the County for less than 12 months or have been employed by the County for 12 months and work at



least half time for the employer but do not meet the 1250 hour threshold. Employees who have been employed by the County for 12 months and work at least half time for the County but do not meet the 1250 hour threshold of the Family and Medical Leave Act will be eligible for the 6 week parenting leave under Minnesota law.

#### ARTICLE 26: SEVERABILITY

- 26.1 In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative or judicial authority from whose finding, determination or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 26.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the Agreement in compliance with the legislative, administrative or judicial determination.

#### ARTICLE 27: COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 27.1 During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Public Employment Labor Relation Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Employer expressly waives its rights to require the Union to bargain collectively, and the Union expressly waives its right to require the Employer to bargain collectively, over all matters as to which the Public Employment Labor Relation Act imposes an obligation to bargain whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Employer and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Employer or Union at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and Agreement of the Employer and the Union, after exercise of the right and opportunity referred to in the first section of this Section, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.
- 27.2 Any and all prior Agreements, resolutions, practices, policies, and rules of regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

#### ARTICLE 28: DURATION AND PLEDGE

- 28.1 This Agreement shall become effective on the first (1st) day of January, 2017, unless specifically provided otherwise, and shall remain in effect through the thirty-first (31st) day of December 2019, and continue in effect from year to year, thereafter, unless changed or terminated in the manner herein provided.

28.2 Either party desiring to change this Agreement must notify the other in writing prior to July 1, of the year of expiration, or July 1 of any year following. Until a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. However no compensation increases, including anniversary step or range movement, shall be required during such an extended contract period. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.

28.3 In consideration of the terms and conditions of employment established by this Agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:

28.31 The Union and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment.

28.32 The employer will not engage in, instigate, or condone any lock-out of employees.

AGREED to this 23 day of May, 2017, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the employer and the union:

FOR:

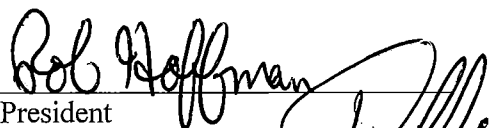
MORRISON COUNTY

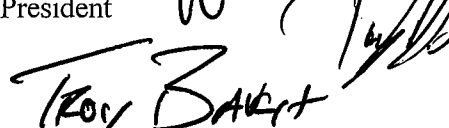
  
\_\_\_\_\_  
County Board Chairman

  
\_\_\_\_\_  
County Administrator

FOR:

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
COUNCIL 65, AND ITS  
AFFILIATED LOCAL 2564

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
AFSCME Council 65

APPENDIX B  
Eligible Clothing Items

1. ANSI approved safety boot
2. ANSI approved minimum type II insulated and non-insulated coveralls
3. Reflective gloves
4. ANSI approved minimum type II jackets
5. ANSI approved minimum type II t-shirts, shirt, sweat shirt
6. Reflective hats
7. ANSI approved minimum type II rain gear
8. ANSI approved minimum type II insulated and non-insulated pants
9. Coveralls
10. Insulated Gloves
11. Leather/ Work Gloves
12. Insulated Bibs with Jacket

**Memorandum of Understanding  
Between  
Morrison County Public Works  
And  
AFSCME Council 65, Local 2564**

This Memorandum of Understanding is intended to detail certain operational matters related to the County's utilization of certain positions outside of the bargaining unit during the balance of the contract term of January 1, 2017 through December 31, 2019.

Morrison County utilizes two primary types of Intermittent/Seasonal employees in the Public Works Department that are not included in the bargaining unit:

- 1) Intermittent Maintenance Technicians are generally employed in the winter to perform snow and ice control; and
- 2) Seasonal employees who are generally employed in the spring, summer and winter months.

The County and Union agree that Intermittent Maintenance Technicians will operate pursuant to the following conditions:

1. There will not be more than fifteen (15) Intermittent Maintenance Technicians on the County's roster at any time.
2. All individuals hired as Intermittent Maintenance Technicians will not be paid above one step below the maximum pay of regular full-time Maintenance Technicians.
3. Intermittent Maintenance Technicians will not be permitted to perform work outside of the attached job description.
4. Intermittent Maintenance Technicians will not receive an on-call stipend.

The County and Union agree that Seasonal Maintenance Technicians shall not operate equipment requiring a Class A license.

The Union will withdraw its pending Petition for Clarification or Amendment of Appropriate Unit upon both parties executing this Memorandum of Understanding.

This Memorandum of Understanding will remain in full force and effect through December 31, 2019 and will automatically expire on that date unless renewed by the parties. Following its

expiration, the provisions of this Memorandum of Understanding will not operate as a waiver of any Union or County rights.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on 23 day of May, 2017. This Agreement shall remain in full force and effect for the duration of this Agreement.

FOR:

MORRISON COUNTY

  
\_\_\_\_\_  
County Board Chairman

  
\_\_\_\_\_  
County Administrator

FOR:

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
COUNCIL 65, AND ITS  
AFFILIATED LOCAL 2564

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
AFSCME Council 65



**Memorandum of Understanding  
Between  
Morrison County Public Works  
And  
AFSCME Council 65, Local 2564  
(10 Hour Days)**

This Memorandum of Understanding will detail the agreement of the parties on the application of the ten (10) hour summer schedule for Maintenance and Engineering positions that utilized a four (4) consecutive ten (10) hour days summer schedule. For the duration of the collective bargaining agreement, the County agrees to institute its summer maintenance operations (affecting Maintenance and Engineering), providing for a regular ten (10) hour day schedule, beginning on the first full week of May through the first full week in October unless the County provides at least thirty (30) calendar days advance notice of a change to this schedule. This will not limit the right of the County to change hours pursuant to Section 8.8 of the collective bargaining agreement.


This Memorandum of Understanding will remain in full force and effect through December 31, 2019 and will automatically expire on that date unless renewed by the parties. Following its expiration, the provisions of this Memorandum of Understanding will not operate as a waiver of any Union or County rights.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on 23 day of May, 2017. This Agreement shall remain in full force and effect for the duration of this Agreement.

FOR:

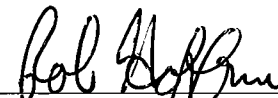
MORRISON COUNTY

  
\_\_\_\_\_  
County Board Chairman

  
\_\_\_\_\_  
County Administrator

FOR:

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
COUNCIL 65, AND ITS  
AFFILIATED LOCAL 2564

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
AFSCME Council 65



Memorandum of Understanding  
Between Morrison County  
And AFSCME Council 65  
Public Works Unit

This Memorandum of Understanding is by and between Morrison County (also called the County) and AFSCME Council 65 (also called the Union). The union is the exclusive representative for the bargaining unit noted above. The County and the Union will collectively be referred to as the parties.

This memorandum is intended to detail the agreement the parties have reached regarding the Special Engineering License requirement within the Maintenance Technician job description.

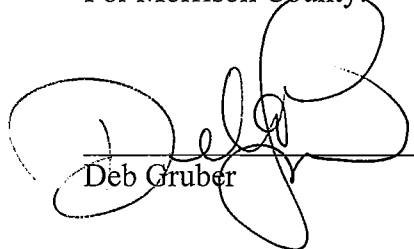
It is required of all Maintenance Technicians employed with Morrison County to have or obtain the MN Special Engineering License (Boilers License) within six (6) months. The six (6) month time frame will begin when the employee is initially registered to take the exam.

If an employee does not have the license at the time of hire, Morrison County will provide the following:

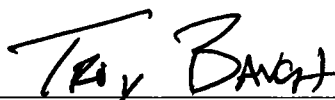
1. Study materials for the exam.
2. Work time to schedule and take the exam.
3. Mileage expense reimbursement or a County vehicle to travel to the exam site.
4. The County will register and cover the exam fee, up to three (3) exam fees will be provided.

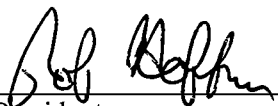
This Agreement was entered into on the 23<sup>rd</sup> day of May, 2017.

For Morrison County:

  
\_\_\_\_\_  
Deb Gruber

For AFSCME Council 65:

  
\_\_\_\_\_  
Labor Representative

  
\_\_\_\_\_  
President

**LABOR AGREEMENT**

**BETWEEN**

**MORRISON COUNTY BOARD OF COMMISSIONERS**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2564  
AND ITS AFFILIATED COUNCIL 65**

**SOCIAL SERVICE UNIT**

**TERM**

**January 1, 2017 through December 31, 2019**



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## **LABOR AGREEMENT**

This Labor AGREEMENT is entered into between the Morrison County Board, hereinafter called the "EMPLOYER", and Local No. 2564 (Social Services Unit), affiliated with Council No. 65 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "UNION."

### **ARTICLE 1 - PURPOSE**

The UNION and the EMPLOYER agree that the purpose for entering into this AGREEMENT is to:

- 1.1 Establish the foundation for a harmonious and effective labor-management relationship;
- 1.2 Provide for a means to peacefully resolve disputes concerning the application or interpretation of this AGREEMENT;
- 1.3 Specify the full and complete understanding of the parties;
- 1.4 Place in written form the agreement upon the rates of pay, the hours of work, and such other terms and conditions of employment for the duration of this AGREEMENT.

### **ARTICLE 2 - RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for the purpose of collective bargaining in an appropriate unit composed of:

All employees of the Morrison County Social Services Department whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year, excluding supervisory and confidential employees. Part-time or temporary employees excluded from the definition of "public employee" contained in Minnesota Statute 179A.03, subd. 14, are also excluded from this unit.

### **ARTICLE 3 - SCOPE OF AGREEMENT**

- 3.1 The UNION recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota, rules and regulations of the Department of Human Services, and rules and regulations of the Merit System.
- 3.2 At all times herein, when a specific Article and/or subparagraph are referred to, it should be noted that referral is to an Article and/or subparagraph of this Union Contract and reference to any other previous contracts and/or county policies shall not apply.

## **ARTICLE 4 - EMPLOYER RIGHTS**

- 4.1 The EMPLOYER retains the rights to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 4.2 Any EMPLOYER right not limited by this AGREEMENT shall remain solely with the EMPLOYER.
- 4.3 The EMPLOYER shall apply the terms and conditions established by this AGREEMENT to all employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age or because of membership or non-membership in the UNION or because of any other protected class as defined in state or federal statute or rule.

## **ARTICLE 5 - UNION RIGHTS**

- 5.1 Deduction of UNION dues.
  - 5.1a The EMPLOYER shall, from the first two (2) payroll checks each month, deduct an amount equal to one half (1/2) of the monthly UNION dues from the wages of each employee who authorizes such a deduction in writing. Monthly dues so deducted, together with a list of employees from whom deductions were made and the amount of such deductions, shall be forwarded to the UNION officer designated by the UNION.
  - 5.1b The UNION may require that members of the bargaining unit who choose not to join the UNION be assessed a fair share fee.
  - 5.1c It is understood and agreed that the EMPLOYER'S responsibility to provide dues check-off and fair share fee services pursuant to Subsection 5.1a and Subsection 5.1b above shall be required only for the period that such items are required by law.
  - 5.1d The UNION shall apply the terms and conditions established by this AGREEMENT to all employees equally without regard to, or discrimination for or against any individual because of race, color, creed, sex, age or because of membership or non-membership in the UNION or because of any other protected class as defined in state or federal statute or rule.

- 5.1e Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.
  - 5.1f The UNION and the employees agree to indemnify and hold the EMPLOYER harmless against any claim, suit, order, judgment or actions taken against the EMPLOYER involving the administration of this ARTICLE.
- 5.2 UNION officers.
- 5.2a The UNION may designate employees from the bargaining unit to act as Stewards and shall inform the EMPLOYER in writing of the names of such Stewards and of successors when so named. Stewards shall have the duties and responsibilities as established by ARTICLE 24 (Grievance Procedure).
  - 5.2b The UNION may designate three (3) employees from the bargaining unit to a Negotiating Committee. The employees so designated shall suffer no loss in pay for attending negotiating meetings between the UNION and the EMPLOYER held during the normal day. Under no circumstances shall any time spent by an employee on the negotiating committee be counted toward the calculation of overtime.
- 5.3 The Staff Representative of the UNION shall be permitted to enter the facilities of the EMPLOYER where employees covered by this AGREEMENT are working upon notification to and with the approval of the Social Services Directors, or a designated representative.
- 5.4 The EMPLOYER agrees not to enter into a contract individually or collectively with employees in the bargaining unit which is in conflict with the terms of this AGREEMENT.
- 5.5 Employees, upon request to the Social Services Director, shall have the right to review the employee's individual personnel file.

## **ARTICLE 6 - EMPLOYMENT STATUS**

- 6.1 Personnel employed and scheduled for a normal work week of forty (40) hours shall be defined as full-time employees.
- 6.2 Personnel employed and scheduled for a normal work week of less than forty (40) hours, but more than fourteen (14) hours and more than sixty-seven (67) work days per calendar year shall be defined as part-time employees.

## **ARTICLE 7 - PROBATIONARY PERIOD**

- 7.1 All full-time and part-time employees who are original hires, rehires following separation, shall serve a probationary period of nine (9) consecutive months (1,560 hours of compensated service) of work. The County may, at its exclusive direction, extend this initial probation period by three months (520 hours) after conducting a status review meeting with the employee and representative of the bargaining unit. Promoted employees shall serve a nine (9) consecutive month trial period (1,560 hours). The County may, at its exclusive direction, extend this trial period by three months (520 hours) after conducting a status review meeting with the employee and representative of the bargaining unit.
- 7.11 At any time during the original hire or rehire following separation probationary period an employee may be terminated at the discretion of the Employer. Employees terminated during the probationary period shall receive a written notice of such termination.
- 7.12 At any time during the promotional trial period, any employee may be returned to their previously held job class, at the discretion of the Employer, for failure to perform the duties and responsibilities of the job class. Employees returned to their previously held job class during the trial period:
- 7.121 Shall receive written notice of a reason(s) for such return, and
- 7.122 Shall have the right to return to the employee's previously held job class.
- 7.13 Employees shall have the right, at any time during the promotional trial period, to voluntarily return to the employee's previously held job class.
- 7.2 During the probationary period, based on an original hire or rehire following separation, an employee may be discharged by the Employer without such discharge being a violation of this AGREEMENT or being grievable as provided by Article 24 (Grievance Procedure).

## **ARTICLE 8 - HOURS OF WORK**

- 8.1 The normal work week for full-time employees shall be forty (40) hours per week.
- 8.1a During a normal work day, employees shall be allowed an unpaid lunch period designated by the EMPLOYER. Such period shall be at least thirty (30) minutes and not more than one (1) hour in length and at approximately the middle of the work day.
- 8.1b During the normal work day, employees shall be allowed two (2) fifteen (15) minute paid rest periods, one period in the morning and one period in the afternoon.

- 8.2 The normal work week and normal work days for part-time employees shall be established by the EMPLOYER. Part-time employees shall be subject to the conditions provided in 8.1a and 8.1b.
- 8.3 All employees having completed a probationary or trial period and having consistently met all performance standards on their annual reviews may submit requests for alternative work schedules on a tri-annual basis. Alternative scheduling would allow the shifting of an employee's schedule of up to one hour before or one hour after the normal 8:00 a.m. to 4:30 p.m. daily schedule or allow a shift in the number of work hours from eight (8) to a maximum of ten (10) hours per day within a forty hour work week. It is required that any alternative schedule would begin no earlier than 7:00 a.m. and conclude no later than 5:30 p.m. It is understood that the Employer may call individual employees back to regular schedules when a shortage in coverage exists within their unit. Individual employees may also be denied an alternative schedule when temporarily unable to carry out all responsibilities as assigned or is having difficulty with general work related behaviors. In all cases, approval of individual alternative work schedules would be at the sole discretion of the Employer and would only be subject to grievance procedures of this contract up to and including Step 3, but no further. Any alternative schedule option must be consistent with the requirements of all state and federal laws pertaining to wage and hour standards and must not result in overtime obligations to the Employer.

In order to establish a cycle for the bidding of alternative schedules, the process will begin with tri-annual bidding for leave and alternative schedule requests. Such leave and alternative schedule requests must be submitted by employees no later than March 1, July 1, and November 1 for the four-month periods beginning May 1, September 1, and January 1 respectively. Employees shall be notified of approved leave requests and alternative schedule requests no later than April 1, August 1, and December 1 for the four-month periods beginning May 1, September 1, and January 1 respectively. All requests for leave submitted as part of this request process shall be approved based on seniority, subject to assuring adequate coverage within each unit, and shall be approved before any alternative schedule requests are considered. All requests for alternative schedule shall then be considered and approved based on seniority, subject to assuring adequate coverage within each unit. All other leave requests not submitted as part of the tri-annual submission process will be approved on a first come, first served basis, subject to assuring adequate coverage within each unit. Should staff be called back from leave or alternative schedule, for any reason, they shall be called back, within each unit needing additional staff, in inverse order to the original basis upon which they qualified for leave or schedule.

## **ARTICLE 9 - OVERTIME**

- 9.1 Non-Exempt Employees. Non-exempt employees, under the Fair Labor Standards Act, who are assigned by the Social Services Director or a designated representative to work in excess of forty (40) hours during a normal work week, shall be compensated for

overtime hours worked at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay.

- 9.2 **Exempt Employees.** Exempt employees, under the Fair Labor Standards Act, who with prior approval by the Director or their designee work in excess of forty (40) hours during a normal work week, shall earn compensatory time at the rate of time for time. Should the Director or their designee require an employee to work in excess of 40 hours due to an agency directive or emergency shall earn one and one half (1-1/2) times their regular rate of pay.

Intent: That the employee will be asked to flex first, but if circumstances don't allow for it, the employee can ask, and the employer can allow for compensatory time at time and one-half (1-1/2).

- 9.3 **Normal Work Week for Overtime.** For the purpose of computing overtime, the normal work week shall begin at 6:00 p.m., Friday.

- 9.4 **Computing Overtime.** For the purpose of computing overtime, approved paid hours of absence because of PTO, holidays, or funeral leave shall be considered hours worked.

- 9.5 **Overtime Payment.** In accordance with the Fair Labor Standards Act, overtime assigned and worked in excess of forty (40) hours during a normal work week by employees, may be taken in the form of payment or in compensatory time off, with a maximum accrual of 40 hours, if agreeable to both the employee and EMPLOYER. In the event the employee elects to take overtime in the form of compensatory time off, at the rate of one and one-half (1-1/2) hours off for each hour worked, the employee must notify the Social Services Director or a designated representative at least two (2) calendar days in advance of the time when the employee wishes to take the compensatory time off. Employees may take accrued compensatory time in the form of cash up to a maximum of 20 hours and only on the first payroll period in December each year.

When an employee reaches the forty (40) hour compensatory time bank maximum limit, the employee may request a waiver of the maximum by no more than 10 total hours. Such request must be made in the pay period prior to the forty (40) hour maximum being exceeded. The request shall only be granted if the employee submits a plan that is acceptable to the Social Services Director, or their authorized designee, and manages the employee's compensatory time bank back under the forty (40) hour maximum within thirty (30) days from the date of the plan's acceptance. This waiver shall not be granted to any employee more than once per year. Nothing in this agreement should be construed to limit the County's ability to require hours in excess of forty (40) per week be worked by any employee.

## **ARTICLE 10 - COMPENSATION**

- 10.1 Employees shall be compensated in accordance with a compensation plan which is based on: 1) the assigned grade level of the job title and; 2) placement within the grade level based

on years of each employee's continuous employment with Morrison County Social Services and experience with the work in the job title. Copies of the compensation plan are attached hereto and are hereby made a part of this agreement.

Effective July 8, 2017 (paycheck received July 31<sup>st</sup>) the wage scale will adjust to add step 10, which will be 2% above the current step 9, those at step 9 will move to the new step 10 beginning that pay period.

Effective the first pay period in January 2018 a 2% COLA will be applied to all wages and the wage scale will adjust to add step 11, which will be 2% above step 10, those at step 10 will move to the new step 11 effective the first pay check received in January 2018.

Step 1 will be removed July 8, 2017. Those at Step 1 with an anniversary date prior to July 8<sup>th</sup>, will move to Step 2 at that time. Employees at a Step 2 for the first pay period in 2018 will move to a Step 3. After that, employees at Step 3 will move to Step 4 on their anniversary.

Effective the first pay period in January 2019, the salary ranges will increase and employees will receive a three percent (3%) COLA adjustment.

- 10.1b Employees who receive a promotion will receive the equivalent of a one step adjustment (the greater of the next higher step or 4%) or adjustment to the minimum of the new range, whichever is greater. The promotional change shall not change the anniversary date for purposes of range movement or step adjustment. In the event an employee does not successfully complete the trial period following the promotion, the amount of the pay increase granted because of the promotion shall be eliminated from the wages of the employee and the employee shall return to their prior position.
- 10.1c During the term of this Agreement, anniversary steps will be granted after an employee works 2080 compensated hours, exclusive of overtime, and has received a satisfactory evaluation. No anniversary step may exceed range maximum.
- 10.1d In the event any employee who received a lump sum payment in lieu of any hourly increase in salary terminates for any reason, the lump sum payment for that year will be reimbursable to the EMPLOYER on a pro rata monthly basis. For purposes of the pro rata computation one half (1/2) of one month or more is considered to be a month. Less than one half (1/2) of one month shall not be considered a month.
- 10.1e Initial placement shall be as recommended by the Social Services Director and approved by the County Board. Initial placements shall be equitable with respect to other persons in the same classification with similar or equivalent experience and/or education. The Social Services Director may appoint new employees



above the beginning step, but not above mid-range, when one of the following two conditions exist: 1) the new employee has substantial past work experience directly applicable and enhancing to the job assignment or 2) the employee possesses certificate or degree-related education beyond what is minimally required by the job, directly applicable and enhancing to the job assignment.

- 10.2 Mileage. Employees required by the EMPLOYER to use their personal automobiles while engaged in authorized County work shall be entitled to reimbursement at the rate established by the Morrison County Board of Commissioners for themselves.
- 10.3 On Call: If the County wishes to establish an on call schedule for any bargaining unit classifications the County and the Union shall meet and negotiate the terms for the on call duty.

The Employer will equally divide four hundred \$400 per month among employees regularly scheduled to work thirty (30) hours per week or more in compensation for being available on call to respond to Reports involving imminent danger to a child. Staff available for on call will be child protection staff whose positions are assigned to complete assessments or investigations as their primary responsibility. The staff assigned to on call will create the schedule of who will be available with the assigned time to be distributed fairly. The two social services Supervisors and Director will be kept informed of the assigned schedule and any changes made. The staff assigned to be scheduled for on call are expected to respond to the report via phone, email or text within one hour. It is a requirement that the on-call staff be physically and mentally capable of responding and performing the assigned work without impairment of any kind within three (3) hours, the physical response time will vary depending on the specific situation. Should a staff be called in to perform work by the Director or their designee under these circumstances, they would earn compensatory time at the rate of one and one-half (1 ½) times the employee's hourly rate of pay and will not be required to adjust their schedule in that work week. Staff will be compensated from the time they confirm receipt of the call not to exceed 1 hour. Staff required- to report will be compensated for a minimum of 2 hours of overtime (time and one half (1-½) times their regular rate of pay) their actual mileage from their residence or current location up to 60 miles each way to a maximum of 120 miles total round trip.

- 10.4 The Employer shall reimburse employees for all reasonable costs for damage done to their personal property (clothing, vehicle, etc.) while discharging the duties of their job where there is an imminent health risk as outlined in the Infectious Disease Policy or where the damage is inflicted by an assaultive or destructive client, up to \$250. The Employer shall also reimburse employees for towing expenses to remove an employee's car from a ditch and place it at the point of entry into the ditch provided that the car went into the ditch while the employee was providing service on behalf of the County, the event was not the result of driver error, the event was not caused by mechanical failure, and the event did not result in any collision damage to the employee's vehicle.

- 10.5 The County will contribute the following to the deferred compensation account of each employee who also contributes as shown:

<u>Employee Contribution</u>	<u>Employer Contribution</u>
<u>Per Pay Period</u>	<u>Per Pay Period</u>
\$25.00 - \$34.99	\$10.00
\$35.00 - \$99.99	\$15.00
\$100.00 or more	\$25.00

Employees may annually cash out up to forty (40) hours of their extended sick banks into their deferred compensation accounts. This cash out may only occur on the first pay period in December of each year.

- 10.6 The County agrees to meet and confer with the Union in the event the County needs to change the pay date for employees.
- 10.7 Longevity/retention. Employees who successfully complete fifteen (15) years of service with Morrison County will receive a one time lump sum/longevity bonus equal to one percent (1%) of the employee's base annual salary. Employees who successfully complete twenty (20) years of service with Morrison County will receive a one time lump sum/longevity bonus equal to two percent (2%) of the employee's base annual salary. Employees shall receive an additional two percent (2%) payment upon completion of 25 years, 30 years, and 25 years of service. These amounts will be paid on the first pay check following the employee's completion of the years of service requirement.

Any employee with 35+ years of service on January 1, 2016 shall receive a one-time payment equal to two percent (2%) of their base annual salary.

- 10.8 An employee separating in good standing will be permitted to cash out up to eight hundred (800) hours of accrued and unused extended sick bank and be paid into a MSRS Post-Retirement Health Care Savings Plan (HCSP) at the rate of fifty percent (50%) of the employee's regular hourly rate at the time of separation, upon death this amount shall be paid to the same party as the employee's final check.

In addition, all severance payments upon termination shall be paid into Post-Retirement Health Care Savings Plan. This includes accrued and unused PTO, Compensatory Time Off and other severance payments. If an employee has less than five forty (40) hours of PTO all severance payments will be paid out in cash.

### **ARTICLE 11- PAID TIME OFF (PTO)**

- 11.1 The members of this bargaining unit will be covered by the PTO policy as outlined in the personnel policies except as provided in this article.
- 11.2 The total number of days of PTO accrual, based on years of service shall be as follows:

<u>Years of Service**</u>	<u>Annual Accrual Rate</u>	<u>Accrual Rate</u>
0 thru 5 years	168 hours/21 days	1 hour for each 12.38 worked
6 thru 10 years	192 hours/24 days	1 hour for each 10.83 worked
11 thru 15 years	224 hours/28 days	1 hour for each 9.29 worked
16 thru 20 years	256 hours/32 days	1 hour for each 8.13 worked
21+ years*	264 hours/33 days	1 hour for each 7.88 worked

\* Those employees hired before January 1, 1980 shall earn PTO at the rate of 272 hours/34 days per year, which is an accrual rate of 1 hour for each 7.65 hours worked.

\*\* Years of service will be calculated and effective on the same basis as eligibility for step movement.

- 11.3 The maximum accumulation of PTO at any time shall be no more than 488 hours or two times an employee's annual accrual rate, whichever is greater.
- 11.4 The County will waive the 350 hour maximum payout at the time of termination in the event of the unexpected death of the terminating employee. The payout will be paid to the estate of the deceased employee within thirty (30) calendar days upon the presentation of a death certificate or other valid proof of death.
- 11.5 Any employee who is on a corrective action plan for performance that has been rated "unacceptable" is not eligible to use accrued PTO until such time as their immediate supervisor authorizes them to do so. Exceptions to this limitation shall include any approved use of extended sick leave, PTO that would otherwise be allowed as sick leave pursuant to the personnel policies or for a death qualifying for the use of funeral leave.
- 11.6 The following payout schedule shall apply to the allowance for payment of cash or deferred compensation:

<u>Conversion To:</u>	<u>Deferred Comp</u>	<u>OR</u>	<u>Cash</u>
1-5 years	20 hours		20 hours
6-10 years	60 hours		40 hours
11-15 years	80 hours		60 hours
16-20 years	100 hours		80 hours
21+ years	120 hours		100 hours

## ARTICLE 12 - FUNERAL LEAVE

- 12.1 All full-time permanent employees shall be allowed to use up to twenty-four (24) hours of paid leave in the event of the death of any member of the employee's immediate family. "Immediate family" means parent, spouse, child, brother, sister, grandparent, great grandparents, step grandparents, grandchildren, spouse's parent, stepmother, stepfather,

stepbrother or stepsister, step children, brother-in-law, sister-in-law, and spouse's grandparents, great grandparents, or step grandparents.

- 12.2 When funeral leave is approved, for compensation purposes, employees will be considered to have worked their normal work day.

### **ARTICLE 13 – SCHEDULING PLANNED PAID TIME OFF**

- 13.1 In all cases, planned use of PTO shall be scheduled subject to the needs and service obligations of the EMPLOYER. In establishing the planned use of PTO schedule, employees shall select a period based on Seniority. Two (2) employees in the same job class may be scheduled for a planned use of PTO at the same time only with the approval of the Social Service Director or a designated representative.

### **ARTICLE 14 - JURY DUTY**

- 14.1 Full-time employees called for jury duty shall be compensated for the difference between the jury duty per diem and the employee's normal daily wages, not to exceed thirty (30) normal work days.
- 14.2 Part-time employees shall be eligible for jury duty as provided by this ARTICLE.

### **ARTICLE 15 - INSURANCE**

- 15.1 The EMPLOYER agrees to continue a hospital and medical insurance program to be available to full-time employees and dependents, subject to the limitations, benefits and conditions established by the contract between the EMPLOYER and the insurance carrier. Any change in the benefit coverage shall be negotiated with the UNION, working through the County Insurance Committee (voted on and approved by the UNION) and outlined in an MOU.
- 15.2 The EMPLOYER agrees to continue a term life insurance program, subject to the limitations, benefits and conditions established by the contract between the EMPLOYER and the insurance carrier, providing Twenty Thousand and No/100 Dollars (\$20,000.00) death benefit for all full-time employees covered by this Agreement. The EMPLOYER agrees to continue an agreement with the term life insurance carrier to provide that each employee, at his option, may purchase additional life insurance equivalent to the amount purchased by the EMPLOYER from such carrier. It shall be the employee's responsibility to prove insurability.
- 15.3 In the event that the EMPLOYER contribution is less than the total premium amounts, the employee will be required to pay the premium balance for any coverage. In the event that

the employee selects benefit coverage pursuant to this Article which has total premiums less than the EMPLOYER contribution, the balance shall be applied to other qualified benefits selected by the employee under the County cafeteria plan or paid to the employee as taxable earnings.

15.4 Any employee serving on the Insurance committee will not lose pay for attending scheduled meetings. Two Union members, appointed by the Union, shall serve on the Employee Insurance Benefits Committee.

15.5 Full-time employees with dates of employment on or before March 1, 1986, (a) who are eligible for a PERA annuity pursuant to Minn. Stat. Sec. 353.30 at time of retirement, and (b) who have been employed twenty (20) continuous years or more by the EMPLOYER at the time of retirement from the County shall have up to One Hundred Seventy-five dollars (\$175) per month towards any medical insurance plan offered in the County Cafeteria Plan paid for by the EMPLOYER until the employee's sixty-fifth (65th) birthday or a duration not to exceed ten (10) years, whichever comes first. The provisions of this section shall not apply to any employee whose date of employment with the Social Services Department began on or after March 1, 1986.

15.6 Part-time employees shall not be eligible for insurance benefits as established by this Article except as follows: Employees who are regularly scheduled to and working at least 30 hours per week shall receive the pro-rated County contribution to the cafeteria insurance plan based on their normal work week, as follows:

30-33 hours per week	82.5% of full-time employee benefit
34-36 hours per week	90.0% of full-time employee benefit
37-40 hours per week	100.0% of full-time employee benefit

This prorating provision will apply effective January 1, 1998 to all qualifying part-time employees.

15.7 The County shall provide long term disability insurance to bargaining unit employees at no cost to the employee.

### **ARTICLE 16 – HOLIDAYS**

16.1 Twelve (12) days shall be considered paid holidays for full-time employees. A day for purposes of this section shall be eight (8) hours of paid time.

16.2 The holidays and dates observed will be:

New Year's Day - January 1  
Martin Luther King Day - 3rd Monday in January  
President's Day - 3rd Monday in February  
Memorial Day - Last Monday in May

Independence Day - July 4th  
Labor Day - 1st Monday in September  
Veteran's Day - November 11th  
Thanksgiving Day - 4th Thursday in November  
The Friday after Thanksgiving  
Christmas Eve\* – December 24  
Christmas Day - December 25th  
Floating Holiday

\* The County will, in its sole discretion, determine whether County offices will be closed on December 24 each year. Until notified differently, County offices will be closed on December 24 whenever December 24<sup>th</sup> is a weekday; when December 24<sup>th</sup> is a weekend day, employees will receive a Floating Holiday in exchange for the December 24<sup>th</sup> holiday. In the event that the County determines that County offices will be open on December 24<sup>th</sup>, eligible employees on paid status the proceeding and following workday shall be eligible to take a Floating Holiday on or after the designated December 24<sup>th</sup> through December 1 of the following year. The provisions of Article 16.8 will apply to this holiday in the event that it is a Floating Holiday.

- 16.3 In the event any of the above holidays fall on a Sunday, the following Monday will be observed as the holiday; and if any of the above holidays fall on a Saturday, the preceding Friday will be observed as the holiday.
- 16.4 To qualify for a paid holiday employees must work their last normal work day before the holiday and the first normal work day following the holiday. Employees on approved paid absences as provided by this Agreement shall be considered to have worked the normal work day before and/or after a holiday.
- 16.5 A holiday which occurs during an employee's PTO period shall be considered a paid holiday and the employee shall not be charged for PTO for that day.
- 16.6 Work on a Holiday. Employees assigned by the Social Services Director or a designated representative to work on a holiday as established by this ARTICLE shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked, plus the holiday pay.
- 16.7 Part-time employees shall be eligible for pro-rated holiday pay based on their normal work week.
- 16.8 The rules and restrictions regarding scheduling and use of the Floating Holiday will be the same as in Article 13.3. The Floating Holiday may be taken in two-hour increments and employees must request the use of the Floating Holiday(s) prior to December 1 each year or it shall be forfeited for that payroll year.

## ARTICLE 17 - SEPARATION

- 17.1 Employees shall be considered separated from employment with the EMPLOYER based on the following actions:
- 17.1a Resignation. Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of their resignation. In the event of unusual circumstances beyond the employee's control, the EMPLOYER may waive the fourteen (14) calendar day notice requirement.
  - 17.1b Retirement. Employees shall retire from employment in accordance with EMPLOYER policy.
  - 17.1c Discharge. Employees may be discharged from employment as provided by ARTICLE 20 of the Union Contract (Discipline and Discharge).
  - 17.1d Absence from Work. Employees absent from work without an approved absence as provided by ARTICLES 11, 12, 13, 14 and 18 (PTO, Funeral Leave, Jury Duty or Leave of Absence) may be discharged as provided by ARTICLE 20 of the Union Contract (Discipline and Discharge). Notwithstanding the above, an employee who fails to report to work on the next work day following having been absent from work for three (3) consecutive days without notice to the Employer shall have resigned. In appropriate cases, the Employer may waive application of this section.
  - 17.1e Inability to Perform Job Duties & Responsibilities. Employees may be separated for the inability to perform job duties and responsibilities as provided by ARTICLE 7 of the Union Contract (Probationary Period).
- 17.2 An employee who has separated from employment may be reemployed to a position in the same class at any time within two (2) years after the date of resignation. Separation as provided by this Article shall terminate seniority.
- 17.3 Employees separated from employment during the original probationary period, as established by section 7.1 hereof, shall not be compensated for earned PTO.

## ARTICLE 18 - LEAVE OF ABSENCE

- 18.1 In the event it is necessary for an employee to be absent from work for reasons other than those provided by ARTICLES 11, 12, 13 AND 14 ( PTO, FUNERAL LEAVE or JURY DUTY), a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.
- 18.2 Requested leaves of absence will be granted only when such leave would not affect the services provided by the EMPLOYER, is recommended by the Social Services Director and

is approved by the County Administrator. The approval of such requests is discretionary with the County Administrator.

- 18.3 During an unpaid leave of absence, employees will earn no compensation, seniority or benefits.
- 18.4 Employees who are absent from work without an approved leave of absence will be subject to the provisions of ARTICLE 20 (Discipline and Discharge).
- 18.5 A leave of absence for military service shall be granted in accordance with State and Federal laws.
- 18.6 Employees who are unable to perform their work duties because of any injury or illness shall be granted an unpaid leave of absence for a period not to exceed six (6) months. Extension of leave beyond six (6) months must be requested by the employee in writing.

### **ARTICLE 19 - RECRUITMENT POLICIES**

- 19.1 The EMPLOYER and the UNION agree that job class vacancies and new job classes should be filled based on the concept of promotion from within, provided that applicants:
  - 19.1a have the necessary qualifications to meet the standards of the job class; and
  - 19.1b have the ability to perform the duties and responsibilities of the job class.
- 19.2 All job class vacancies shall be posted for five (5) working days.
- 19.3 Notice of vacancies or newly created vacancies shall state the type of work, place of work, rate of pay, hours to be worked and job classification. An additional copy of the job posting shall be given to the Union President at the time of posting. The Union President, at the time of posting, shall then provide a copy of said job posting to all laid off union employees.
- 19.4 Whenever possible and when consistent with the needs of the Department a vacancy or newly created position shall be filled from among the present employees, giving consideration to qualifications for the job and seniority. In the event a senior employee is not selected for a vacancy or newly created position, such employee shall be given written reasons, therefore, upon request.
- 19.5 If the EMPLOYER determines not to fill a vacant position, written notice of such decision will be given to the Union President.
- 19.6 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.



## **ARTICLE 20 - DISCIPLINE AND DISCHARGE**

- 20.1 The EMPLOYER shall have the right to impose disciplinary actions on employees for just cause.
- 20.2 Employees have the right to grieve disciplinary action through the provisions of ARTICLE 24 (GRIEVANCE PROCEDURE), provided that if no appeal is made of such disciplinary action within ten (10) work days of its occurrence this right is waived.
- 20.3 The employee will receive copies of written reprimands, notices of suspension, and notice of discharge that are to become a part of the employee's personnel file.
- 20.4 Employees may examine their own personnel file at reasonable times under the direct supervision of the Employer.

## **ARTICLE 21 - SENIORITY**

- 21.1 Seniority shall be defined as the length of continuous service with the Morrison County Social Services Agency. Upon completion of the probationary period, the seniority date shall relate back to the employee's initial date of employment.
- 21.2 The seniority list, on the date of this Agreement, shall show the name and job title of all employees in the agency. The EMPLOYER will keep the seniority list up to date and will provide the UNION with an up to date copy when requested, in addition to posting the list on the employee's bulletin board on the first of the year for a period of fourteen (14) days. Employees shall have thirty (30) days from the date of posting to notify the EMPLOYER of any disagreements over the seniority roster.
- 21.3 Seniority shall terminate when an employee is separated from employment as provided by ARTICLE 17 (Separation).
- 21.4 Seniority shall not accrue under the following conditions:
  - 21.41 During a period of layoff as provided by Article 23 (LAYOFF),
  - 21.42 During a period of unpaid leave of absence (excluding leave for military service) as provided by ARTICLE 18 (Leave of Absence).
  - 21.43 During a work stoppage.
- 21.5 Seniority shall have application to:
  - 21.51 The accumulation of PTO;
  - 21.52 The selection of a PTO period;

21.53 As one criterion in considering applicants for promotion.

## **ARTICLE 22 - FAMILY & MEDICAL LEAVES**

- 22.1 Policy. The definitions and requirements of the Family and Medical Leave Act shall also apply to this policy. Employees who have worked for Morrison County for at least one year and for at least 1,250 hours over the previous 12 months will be granted a leave of absence from employment without pay for any of the following reasons:
- a. In conjunction with the birth of a son or daughter or placement of a child in the employee's household by adoption or foster care.
  - b. To care for the employee's spouse, son or daughter or parent, who has a serious health condition.
  - c. For a serious health condition that makes the employee unable to perform the functions of the employee's job.
- 22.2 Approval. The employee is required to provide 30 days advance leave notice when the leave is "foreseeable" or reasonable notice if the leave must begin in less than 30 days. The written request must include the reasons for the leave and the anticipated length of absence.
- 22.3 Maximum Period. The length of family & medical leaves from employment without pay shall be limited to no more than 12 weeks within any twelve month period measured forward from the date the employee's family and medical leave begins. The right to take the birth or placement leave expires at the end of the 12 week period following the birth or placement and must be a continuous leave unless the County and employee agree that the leave may be taken intermittently. The 12 week leave to care for the employee's child, spouse or parent or because of the employee's serious health condition may be taken intermittently or on a reduced work schedule when medically necessary. In the event this leave is taken intermittently or on a reduced work schedule and the leave is foreseeable based on planned medical treatment (such as therapy), the County may require the employee to temporarily transfer to an alternative position.
- 22.4 Reinstatement. Employees who are granted a family or medical leave will be reinstated to the same position or an equivalent position as the one they held prior to the commencement of their leave.
- 22.5 Effect on Benefits. The County will continue to maintain its contribution to the County's health insurance plan during periods of unpaid leave without interruption on the same basis as though the employee was not on leave.

- 22.6 Substitution of Paid Leave. If the employee takes leave for the birth or placement of a child, the employee must substitute accrued extended sick leave, paid PTO and accrued compensatory time for the unpaid leave.
- 22.7 Certification. If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the County does require that the request be supported by certification issued by the health care provider of the eligible employee or the family member as appropriate. The County will provide a form for the health care provider to complete. The County may also require recertification at reasonable intervals. The County reserves the right to require, at the County's expense, a second opinion from a different health care provider chosen by the EMPLOYER. All medical certifications will be treated as confidential and privileged. In the event the employee fails to provide the requested certification, the employee may be denied the leave until the certification is provided. The County may require certification from the employee's health care provider that the employee is able to resume work before return is granted.
- 22.8 Anniversary Date. An employee shall not accrue seniority during a family or medical leave without pay. The employee's anniversary date shall be adjusted for salary and benefit purposes according to the length of the absence.
- 22.9 The provisions above shall not apply to employees who have been employed by the County for less than 12 months or have been employed by the County for 12 months and work at least half time for the EMPLOYER but do not meet the 1250 hour threshold. Employees who have been employed by the County for 12 months and work at least half time for the County but do not meet the 1250 hour threshold of the Family and Medical Leave Act will be eligible for the 6 week parenting leave under Minnesota law.

### **ARTICLE 23 - LAY OFF**

- 23.1 Employees may be laid off by the EMPLOYER to meet the needs of the EMPLOYER. In the event a layoff is necessary, the work force shall be reduced based on original date of hire for all full-time and part-time employees, ability to perform available work, and work performance within the affected job class.
- 23.2 Prior to the effective date of any layoff for an indefinite period or for a definite period exceeding thirty (30) days, the proposed layoff will be discussed with the UNION with at least ten (10) days notice in writing to the UNION and the employees affected.
- 23.3 An employee's right to recall shall exist for eighteen (18) months after his/ her last date of layoff.
- 23.4 Failure to return to work within ten (10) working days of notice of recall shall terminate all rights to recall. Notice of recall shall be sent by registered mail to the employee's last address on file with the County. It shall be the employee's duty to notify the County of any address change.

- 23.5 Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a comparable position for which the employee on layoff is qualified shall terminate all right to recall.

## **ARTICLE 24 - GRIEVANCE PROCEDURE**

- 24.1 A grievance for the purpose of this ARTICLE is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this AGREEMENT.
- 24.2 It is recognized and accepted by the EMPLOYER and the UNION that the processing of grievances as hereinafter provided is limited by the service obligations of the EMPLOYER and shall, therefore, be accomplished during working hours only at a mutually convenient time consistent with such service needs.
- 24.3 Employees shall have the right to process grievances through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a grievance may be processed through one procedure or the other, but not both. An employee who pursues a grievance through a procedure other than the procedure provided in this section shall waive the rights of ARTICLE 24 of this Agreement.
- 24.4 Grievances shall be resolved in the following manner:

STEP 1. Upon the occurrence of any alleged violation of the AGREEMENT, the employee involved shall reduce the alleged violation in writing and attempt to resolve the matter on an informal basis with the employee's immediate supervisor. The employee's supervisor shall give a written answer to the grievance within ten (10) calendar days following the informal meeting. If agreement is reached satisfactorily resolving the grievance, a note to that effect shall be dated and signed by both parties. If the matter is not resolved to the employee's satisfaction by this informal discussion, it may be referred to STEP 2 by the UNION. The grievance shall be in writing and shall set forth the nature of the grievance and the facts on which it is based. Any alleged violation of this AGREEMENT shall be considered waived if not reduced to writing by the UNION within twenty-one (21) calendar days (ten (10) work days in the event of a grievance pursuant to Section 20.2) of the first occurrence of the event giving rise to the grievance.

STEP 2. Alleged violations of this AGREEMENT referred in writing, as provided in STEP 1, shall be considered a grievance subject to the definition of section 24.1. Within ten (10) calendar days after receiving the written grievance, the Social Services Director and the appropriate UNION Steward shall meet and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Social Services Director shall give his written answer to the UNION Steward within ten (10) calendar days following this meeting. The UNION may refer the grievance in writing to STEP 3 within ten (10) calendar days

after receipt of the Director's written answer. Any grievance not referred in writing by the UNION within ten (10) calendar days following receipt of the Director's answer shall be considered waived.

STEP 3. Within ten (10) calendar days following receipt of a grievance referred from Step 2, the County Personnel Director shall meet with the Union Business Representative and attempt to resolve the grievance. Within ten (10) calendar days following this meeting, the County Personnel Director shall respond in writing to the Union Business Representative stating the EMPLOYER's answer concerning the Grievance. If, as a result of the written response, the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 3 within seven (7) calendar days following receipt of the County Social Services Director's answer shall be considered waived.

STEP 4. Upon completion of the previous procedure and prior to requesting arbitration, the Union and the Employer may, by mutual agreement, request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 3. The time limit for requesting mediation is tolled during mediation and if mediation does not resolve the grievance within thirty days, arbitration may commence as hereafter provided in Step 5.

STEP 5. If the grievance remains unresolved, the UNION may, within ten (10) calendar days after response of the Personnel Director, by written notice to the EMPLOYER request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the EMPLOYER and the UNION within ten (10) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10) day period, either party may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Both the EMPLOYER and the UNION shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

24.5 The arbitrators shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this AGREEMENT and shall consider and decide only the specific issue submitted by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator shall submit a decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties.

24.5a The fee and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be

responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made provided it pays for the record.

- 24.6 If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied to that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

### **ARTICLE 25 - SEVERABILITY**

- 25.1 In the event that any provision(s) of this AGREEMENT is declared void by proper legislative, administrative or judicial authority from whose findings, determination or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 25.2 The parties agree, upon written notice, to enter into negotiations to place the voided provision(s) of the AGREEMENT in compliance with the legislative, administrative or judicial determination.

### **ARTICLE 26 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- 26.1 During the negotiations resulting in this Agreement, the EMPLOYER and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Public Employment Labor Relation Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the EMPLOYER expressly waives its rights to require the Union to bargain collectively, and the Union expressly waives its right to require the EMPLOYER to bargain collectively, over all matters as to which the Public Employment Labor Relation Act imposes an obligation to bargain whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the EMPLOYER and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the EMPLOYER or Union at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and agreement of the EMPLOYER and the Union, after exercise of the right and opportunity referred to in the first section of this Section, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the EMPLOYER and the Union.

26.2 Any and all prior agreements, resolutions, practices, policies and rules or regulations regarding the term and conditions of employment, to the extent they are inconsistent with this AGREEMENT, are hereby superseded.

### **ARTICLE 27 - DURATION AND PLEDGE**

27.1 This AGREEMENT shall be effective on January 1, 2017, unless provided otherwise herein, and shall remain in effect through December 31, 2019, and shall continue in effect from year to year, thereafter, unless changed or terminated in the manner herein provided.

27.2 Either party desiring to change this AGREEMENT must notify the other in writing by the July 1 prior to the expiration date specified in section 27.1 of this ARTICLE. Until a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this AGREEMENT shall follow the same procedures as a proposed change.

27.3 In consideration of the terms and conditions of employment established by this AGREEMENT and the recognition that the GRIEVANCE PROCEDURE herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of this AGREEMENT:

27.3a The UNION and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment.

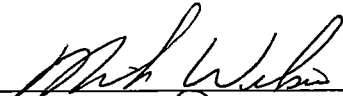
27.3b The EMPLOYER will not engage in, instigate, or condone any lock-out of employees.

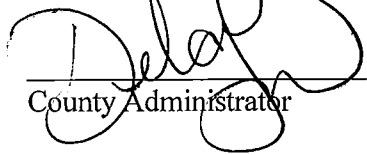
AGREED to this 23 day of May, 2017, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the EMPLOYER and the UNION:

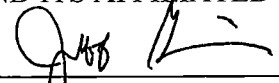
FOR: MORRISON COUNTY

FOR: AMERICAN FEDERATION OF  
STATE, COUNTY, AND MUNICIPAL

EMPLOYEES, AFL-CIO, COUNCIL 65,  
AND ITS AFFILIATED LOCAL 2564

  
\_\_\_\_\_  
County Board Chairman

  
\_\_\_\_\_  
County Administrator

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
AFSCME Council 65



**LIST OF BARGAINING UNIT CLASSIFICATIONS  
AND  
CORRESPONDING GRADES**

<u>CLASSIFICATION</u>	<u>GRADE</u>
Admin. Support Specialist	15
Account Technician	17
Case Aide	21
Support Enforcement Aide	17
Eligibility Worker	21
Child Support Officer I	22
Eligibility Lead Worker	23
Social Worker*	27
Fraud Investigator	25
Lead Social Worker	30
Mental Health Worker**	30
Collections Officer	20

\* Social Worker will be compensated at Grade 28 in the County compensation system and grade may be adjusted during the term of this agreement without further salary

\*\*Mental Health Worker will be compensated at Grade 32 in the County compensation system.

Memorandum of Understanding  
Between Morrison County  
And AFSCME Morrison County Social Services

This Memorandum of Understanding is by and between Morrison County (also called the County) and AFSCME Morrison County Social Services (also called the Union). The union is the exclusive representative for the bargaining unit noted above. The County and the Union will collectively be referred to as the parties.

The parties are currently subject to a collective bargaining agreement that runs from January 1, 2016 through December 31, 2018. Throughout the negotiations leading to this collective bargaining agreement, the parties discussed the potential change in health insurance carriers and the potential application of Minn. Stat. Sec. 471.6161, Subd. 5 related to a change in the aggregate value of benefits.

Following negotiations, the County entered into a five year agreement with LOGIS -an insurance cooperative that offers HealthPartners insurance. This agreement also identifies five years of rate guarantees and the ability to choose between two networks (currently Open Access or Perform). The County notified the Union of this change. Both parties agreed that this change benefits the County employees and discussed the application of this change to the members of this bargaining unit. Based on those discussions, the parties agree as follows:

1. For coverage year 2017, Morrison County will offer four tiers of coverage (Employee, Employee + Children, Employee + Spouse, Family).
2. For coverage year 2017, Morrison County will initially offer employees the choice of four plans. The four plans offered for 2017 will be the \$30 Copay, \$2500 HRA, \$2600 HDHP (HSA), and \$4,000 HDHP (HSA).
3. The 2017 Cafeteria Contribution is defined below (LTD and basic life will be added).

Single	EE+Child	EE+Spouse	Family
\$773	\$1,045.24	\$1,081.70	\$1,166.78

Total 2017 estimated Morrison County Cafeteria Contribution based on 2016 Enrollment is \$2,733,051.60, this amount will change based on actual enrollment numbers.

- a. The parties agree that rounding differences may apply and the actual cafeteria contribution amount will be as rounded by payroll.
  - b. The parties agree that the cost for LTD and basic life will be added to the amount defined above and funded by the County.
  - c. In the event that an employee elects the HRA plan, the cafeteria contribution will be modified as follows: the cafeteria contribution will be reduced by fifty percent (50%) of the listed HRA deductible amount which will be deposited into the employee's HRA account.
4. For coverage years 2018 and beyond, the following will apply.
    - a. Due to the significant change in insurance coverage options and rules imposed as a result of the ACA, this agreement will consist of only one year of defined cafeteria contribution levels (LTD and basic life will be added to the amount) with the following goals and considerations for subsequent years.
      - i. The County and the various employee groups will have representatives serve on an insurance committee. The insurance committee consists of the following membership: 2 non-union, 2 AFSCME Social Services, 2 AFSCME Public Works, 1 LELS, 1 Teamster. Action by the Insurance Committee will occur with a majority vote of those members present at a meeting. All recommendations of the insurance committee will be brought to the individual bargaining units for approval. No recommendation will be brought forward to the County Board that has not been approved by the bargaining units. The insurance committee will address the following scenarios as follows after being given time to confer with the membership they represent,

- ii. The Insurance Committee defined above will work with Administration to determine a recommendation for the contributions to the levels and plans offered.
- iii. The County will work towards investing into insurance costs for all employees, responding to trends, recruitment and retention issues, ACA insurance changes,

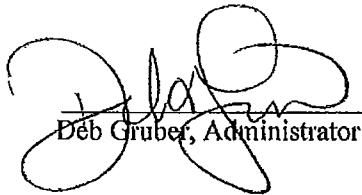
b. The increase/decrease for overall County cafeteria contribution based on the prior year enrollment will be split 50/50 based on the overall renewal rate for 2018 and the insurance committee will provide a recommendation as to the specific cafeteria contribution distribution, to be voted on by the bargaining units.

5. This Memorandum of Agreement does not operate as a waiver of any management or union rights except as specifically identified in this agreement.


This Agreement shall continue in full force and effect until a new collective bargaining agreement or MOU is negotiated to address the changes to health insurance coverage.

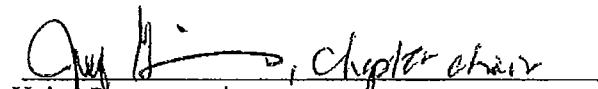
This Agreement was entered into on the 15<sup>th</sup> day of August, 2016.

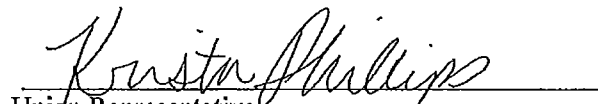
For Morrison County:

  
\_\_\_\_\_  
Deb Gruber, Administrator

For Union:

  
\_\_\_\_\_  
Union, Labor Representative

  
\_\_\_\_\_  
Union Representative, chapter chair

  
\_\_\_\_\_  
Union Representative

Morrison County  
 Job Classification System  
 Salary Grade Table: July 8, 2017

July 8, 2017- 2% Increase (new 2% Step 10)

Job Points Min	Max	Grade Numbers	DELETE 2018									
			Step 2 4%	Step 3 4%	Step 4 4%	Step 5 4%	Step 6 4%	Step 7 4%	Step 8 4%	Step 9 4%	Step 10 2%	
91	116	1	\$ 8.39	\$ 8.73	\$ 9.08	\$ 9.44	\$ 9.82	\$ 10.21	\$ 10.62	\$ 11.05	\$ 11.27	
117	144	2	\$ 9.08	\$ 9.44	\$ 9.82	\$ 10.21	\$ 10.62	\$ 11.05	\$ 11.49	\$ 11.95	\$ 11.72	
145	173	3	\$ 9.44	\$ 9.82	\$ 10.21	\$ 10.62	\$ 11.05	\$ 11.49	\$ 11.95	\$ 12.43	\$ 12.19	
174	203	4	\$ 9.82	\$ 10.21	\$ 10.62	\$ 11.05	\$ 11.49	\$ 11.95	\$ 12.43	\$ 12.92	\$ 12.67	
204	234	5	\$ 10.21	\$ 10.62	\$ 11.05	\$ 11.49	\$ 11.95	\$ 12.43	\$ 12.92	\$ 13.44	\$ 13.18	
235	266	6	\$ 10.62	\$ 11.05	\$ 11.49	\$ 11.95	\$ 12.43	\$ 12.92	\$ 13.44	\$ 13.98	\$ 13.71	
267	300	7	\$ 11.05	\$ 11.49	\$ 11.95	\$ 12.43	\$ 12.92	\$ 13.44	\$ 13.98	\$ 14.54	\$ 14.26	
301	335	8	\$ 11.49	\$ 11.95	\$ 12.43	\$ 12.92	\$ 13.44	\$ 13.98	\$ 14.54	\$ 15.12	\$ 14.83	
336	371	9	\$ 11.95	\$ 12.43	\$ 12.92	\$ 13.44	\$ 13.98	\$ 14.54	\$ 15.12	\$ 15.72	\$ 15.42	
372	409	10	\$ 12.43	\$ 12.92	\$ 13.44	\$ 13.98	\$ 14.54	\$ 15.12	\$ 15.72	\$ 16.35	\$ 16.04	
410	449	11	\$ 12.92	\$ 13.44	\$ 13.98	\$ 14.54	\$ 15.12	\$ 15.72	\$ 16.35	\$ 17.01	\$ 16.68	
450	490	12	\$ 13.44	\$ 13.98	\$ 14.54	\$ 15.12	\$ 15.72	\$ 16.35	\$ 17.01	\$ 17.69	\$ 17.35	
491	532	13	\$ 13.98	\$ 14.54	\$ 15.12	\$ 15.72	\$ 16.35	\$ 17.01	\$ 17.69	\$ 18.39	\$ 18.04	
533	577	14	\$ 14.54	\$ 15.12	\$ 15.72	\$ 16.35	\$ 17.01	\$ 17.69	\$ 18.39	\$ 19.13	\$ 18.76	
578	623	15	\$ 15.12	\$ 15.72	\$ 16.35	\$ 17.01	\$ 17.69	\$ 18.39	\$ 19.13	\$ 19.89	\$ 19.51	
624	671	16	\$ 15.72	\$ 16.35	\$ 17.01	\$ 17.69	\$ 18.39	\$ 19.13	\$ 19.89	\$ 20.69	\$ 20.29	
672	721	17	\$ 16.35	\$ 17.01	\$ 17.69	\$ 18.39	\$ 19.13	\$ 19.89	\$ 20.69	\$ 21.52	\$ 21.10	
722	772	18	\$ 17.01	\$ 17.69	\$ 18.39	\$ 19.13	\$ 19.89	\$ 20.69	\$ 21.52	\$ 22.38	\$ 21.95	
773	826	19	\$ 17.69	\$ 18.39	\$ 19.13	\$ 19.89	\$ 20.69	\$ 21.52	\$ 22.38	\$ 23.27	\$ 22.83	
827	882	20	\$ 18.39	\$ 19.13	\$ 19.89	\$ 20.69	\$ 21.52	\$ 22.38	\$ 23.27	\$ 24.20	\$ 23.74	
883	941	21	\$ 19.13	\$ 19.89	\$ 20.69	\$ 21.52	\$ 22.38	\$ 23.27	\$ 24.20	\$ 25.17	\$ 24.69	
942	1001	22	\$ 19.89	\$ 20.69	\$ 21.52	\$ 22.38	\$ 23.27	\$ 24.20	\$ 25.17	\$ 26.18	\$ 25.68	
1002	1065	23	\$ 20.69	\$ 21.52	\$ 22.38	\$ 23.27	\$ 24.20	\$ 25.17	\$ 26.18	\$ 27.23	\$ 26.70	
1066	1130	24	\$ 21.52	\$ 22.38	\$ 23.27	\$ 24.20	\$ 25.17	\$ 26.18	\$ 27.23	\$ 28.32	\$ 27.77	
1131	1198	25	\$ 22.38	\$ 23.27	\$ 24.20	\$ 25.17	\$ 26.18	\$ 27.23	\$ 28.32	\$ 29.45	\$ 28.88	
1199	1269	26	\$ 23.27	\$ 24.20	\$ 25.17	\$ 26.18	\$ 27.23	\$ 28.32	\$ 29.45	\$ 30.63	\$ 30.04	
1270	1343	27	\$ 24.20	\$ 25.17	\$ 26.18	\$ 27.23	\$ 28.32	\$ 29.45	\$ 30.63	\$ 31.85	\$ 31.24	
1344	1420	28	\$ 25.17	\$ 26.18	\$ 27.23	\$ 28.32	\$ 29.45	\$ 30.63	\$ 31.85	\$ 33.13	\$ 32.49	
1421	1500	29	\$ 26.18	\$ 27.23	\$ 28.32	\$ 29.45	\$ 30.63	\$ 31.85	\$ 33.13	\$ 34.45	\$ 33.79	
1501	1583	30	\$ 27.23	\$ 28.32	\$ 29.45	\$ 30.63	\$ 31.85	\$ 33.13	\$ 34.45	\$ 35.83	\$ 35.14	
1584	1669	31	\$ 28.32	\$ 29.45	\$ 30.63	\$ 31.85	\$ 33.13	\$ 34.45	\$ 35.83	\$ 37.26	\$ 36.55	
1670	1759	32	\$ 29.45	\$ 30.63	\$ 31.85	\$ 33.13	\$ 34.45	\$ 35.83	\$ 37.26	\$ 38.75	\$ 38.01	
1760	1852	33	\$ 30.63	\$ 31.85	\$ 33.13	\$ 34.45	\$ 35.83	\$ 37.26	\$ 38.75	\$ 40.30	\$ 39.53	
1853	1949	34	\$ 31.85	\$ 33.13	\$ 34.45	\$ 35.83	\$ 37.26	\$ 38.75	\$ 40.30	\$ 41.91	\$ 41.11	
1960	2050	35	\$ 33.13	\$ 34.45	\$ 35.83	\$ 37.26	\$ 38.75	\$ 40.30	\$ 41.91	\$ 43.59	\$ 42.75	
2051	2156	36	\$ 34.45	\$ 35.83	\$ 37.26	\$ 38.75	\$ 40.30	\$ 41.91	\$ 43.59	\$ 45.33	\$ 44.46	
2157	2265	37	\$ 35.83	\$ 37.26	\$ 38.75	\$ 40.30	\$ 41.91	\$ 43.59	\$ 45.33	\$ 47.15	\$ 46.24	
2266	2378	38	\$ 37.26	\$ 38.75	\$ 40.30	\$ 41.91	\$ 43.59	\$ 45.33	\$ 47.15	\$ 49.03	\$ 48.09	
2379	2497	39	\$ 38.75	\$ 40.30	\$ 41.91	\$ 43.59	\$ 45.33	\$ 47.15	\$ 49.03	\$ 51.00	\$ 50.02	
2498	2621	40	\$ 40.30	\$ 41.91	\$ 43.59	\$ 45.33	\$ 47.15	\$ 49.03	\$ 51.00	\$ 53.04	\$ 52.02	
2622	2750	41	\$ 41.91	\$ 43.59	\$ 45.33	\$ 47.15	\$ 49.03	\$ 51.00	\$ 53.04	\$ 55.16	\$ 54.10	
2751	2885	42	\$ 43.59	\$ 45.33	\$ 47.15	\$ 49.03	\$ 51.00	\$ 53.04	\$ 55.16	\$ 57.36	\$ 56.26	
2886		43	\$ 45.33	\$ 47.15	\$ 49.03	\$ 51.00	\$ 53.04	\$ 55.16	\$ 57.36	\$ 59.63	\$ 58.51	

Morrison County  
 Job Classification System  
 Salary Grade Table: January, 2018

January 2018- 2% Increase (new 2% Step 11)

Job Points	Grade	Min	Max	Numbers	Step 3		Step 4		Step 5		Step 6		Step 7		Step 8		Step 9		Step 10		Step 11	
					4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
91	116				\$ 8.90	\$ 9.26	\$ 10.02	\$ 10.42	\$ 10.83	\$ 11.27	\$ 11.72	\$ 12.19	\$ 12.67	\$ 13.18	\$ 13.71	\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05
117	144				\$ 9.26	\$ 9.63	\$ 10.02	\$ 10.42	\$ 10.83	\$ 11.27	\$ 11.72	\$ 12.19	\$ 12.67	\$ 13.18	\$ 13.71	\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05
145	173				\$ 9.63	\$ 10.02	\$ 10.42	\$ 10.83	\$ 11.27	\$ 11.72	\$ 12.19	\$ 12.67	\$ 13.18	\$ 13.71	\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77
174	203				\$ 10.02	\$ 10.42	\$ 10.83	\$ 11.27	\$ 11.72	\$ 12.19	\$ 12.67	\$ 13.18	\$ 13.71	\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52
204	234				\$ 10.42	\$ 10.83	\$ 11.27	\$ 11.72	\$ 12.19	\$ 12.67	\$ 13.18	\$ 13.71	\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30
235	266				\$ 10.83	\$ 11.27	\$ 11.72	\$ 12.19	\$ 12.67	\$ 13.18	\$ 13.71	\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11
267	300				\$ 11.27	\$ 11.72	\$ 12.19	\$ 12.67	\$ 13.18	\$ 13.71	\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96
301	335				\$ 11.72	\$ 12.19	\$ 12.67	\$ 13.18	\$ 13.71	\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83
336	371				\$ 12.19	\$ 12.67	\$ 13.18	\$ 13.71	\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83	\$ 23.75
372	409				\$ 12.67	\$ 13.18	\$ 13.71	\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83	\$ 23.75	\$ 24.70
410	449				\$ 13.18	\$ 13.71	\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83	\$ 23.75	\$ 24.70	\$ 25.69
450	490				\$ 13.71	\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83	\$ 23.75	\$ 24.70	\$ 25.69	\$ 26.71
491	532				\$ 14.26	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83	\$ 23.75	\$ 24.70	\$ 25.69	\$ 26.71	\$ 27.78
533	577				\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83	\$ 23.75	\$ 24.70	\$ 25.69	\$ 26.71	\$ 27.78	\$ 28.89
578	623				\$ 15.42	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83	\$ 23.75	\$ 24.70	\$ 25.69	\$ 26.71	\$ 27.78	\$ 28.89	\$ 30.05
624	671				\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83	\$ 23.75	\$ 24.70	\$ 25.69	\$ 26.71	\$ 27.78	\$ 28.89	\$ 30.05	\$ 31.25
672	721				\$ 16.68	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83	\$ 23.75	\$ 24.70	\$ 25.69	\$ 26.71	\$ 27.78	\$ 28.89	\$ 30.05	\$ 31.25	\$ 32.50
722	772				\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83	\$ 23.75	\$ 24.70	\$ 25.69	\$ 26.71	\$ 27.78	\$ 28.89	\$ 30.05	\$ 31.25	\$ 32.50	\$ 33.80
773	826				\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83	\$ 23.75	\$ 24.70	\$ 25.69	\$ 26.71	\$ 27.78	\$ 28.89	\$ 30.05	\$ 31.25	\$ 32.50	\$ 33.80	\$ 35.15
883	941				\$ 19.51	\$ 20.29	\$ 21.10	\$ 21.95	\$ 22.83	\$ 23.74	\$ 24.69	\$ 25.68	\$ 26.70	\$ 27.77	\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02
942	1001				\$ 20.29	\$ 21.10	\$ 21.95	\$ 22.83	\$ 23.74	\$ 24.69	\$ 25.68	\$ 26.70	\$ 27.77	\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54
1002	1065				\$ 21.10	\$ 21.95	\$ 22.83	\$ 23.74	\$ 24.69	\$ 25.68	\$ 26.70	\$ 27.77	\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12
1066	1130				\$ 21.95	\$ 22.83	\$ 23.74	\$ 24.69	\$ 25.68	\$ 26.70	\$ 27.77	\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77
1131	1198				\$ 22.83	\$ 23.74	\$ 24.69	\$ 25.68	\$ 26.70	\$ 27.77	\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48
1199	1269				\$ 23.74	\$ 24.69	\$ 25.68	\$ 26.70	\$ 27.77	\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26
1270	1343				\$ 24.69	\$ 25.68	\$ 26.70	\$ 27.77	\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11
1344	1420				\$ 25.68	\$ 26.70	\$ 27.77	\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11	\$ 50.03
1421	1500				\$ 26.70	\$ 27.77	\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11	\$ 50.03	\$ 52.03
1501	1583				\$ 27.77	\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11	\$ 50.03	\$ 52.03	\$ 54.11
1584	1669				\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11	\$ 50.03	\$ 52.03	\$ 54.11	\$ 56.28
1670	1759				\$ 30.04	\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11	\$ 50.03	\$ 52.03	\$ 54.11	\$ 56.28	\$ 58.53
1760	1852				\$ 31.24	\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11	\$ 50.03	\$ 52.03	\$ 54.11	\$ 56.28	\$ 58.53	\$ 60.87
1853	1949				\$ 32.49	\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11	\$ 50.03	\$ 52.03	\$ 54.11	\$ 56.28	\$ 58.53	\$ 60.87	\$ 63.26
1950	2050				\$ 33.79	\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11	\$ 50.03	\$ 52.03	\$ 54.11	\$ 56.28	\$ 58.53	\$ 60.87	\$ 63.26	\$ 65.75
2051	2156				\$ 35.14	\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11	\$ 50.03	\$ 52.03	\$ 54.11	\$ 56.28	\$ 58.53	\$ 60.87	\$ 63.26	\$ 65.75	\$ 68.34
2157	2265				\$ 36.54	\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11	\$ 50.03	\$ 52.03	\$ 54.11	\$ 56.28	\$ 58.53	\$ 60.87	\$ 63.26	\$ 65.75	\$ 68.34	\$ 71.03
2266	2378				\$ 38.02	\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11	\$ 50.03	\$ 52.03	\$ 54.11	\$ 56.28	\$ 58.53	\$ 60.87	\$ 63.26	\$ 65.75	\$ 68.34	\$ 71.03	\$ 73.82
2379	2497				\$ 39.54	\$ 41.12	\$ 42.77	\$ 44.48	\$ 46.26	\$ 48.11	\$ 50.03	\$ 52.03	\$ 54.11	\$ 56.28	\$ 58.53	\$ 60.87	\$ 63.26	\$ 65.75	\$ 68.34	\$ 71.03	\$ 73.82	\$ 76.71
2498	2621				\$ 41.11	\$ 42.75	\$ 44.46	\$ 46.24	\$ 48.09	\$ 50.01	\$ 52.01	\$ 54.09	\$ 56.26	\$ 58.51	\$ 60.87	\$ 63.26	\$ 65.75	\$ 68.34	\$ 71.03	\$ 73.82	\$ 76.71	\$ 79.70
2622	2750				\$ 42.75	\$ 44.46	\$ 46.24	\$ 48.09	\$ 50.01	\$ 52.01	\$ 54.09	\$ 56.26	\$ 58.51	\$ 60.87	\$ 63.26	\$ 65.75	\$ 68.34	\$ 71.03	\$ 73.82	\$ 76.71	\$ 79.70	\$ 82.80
2751	2885				\$ 44.46	\$ 46.24	\$ 48.09	\$ 50.01	\$ 52.01	\$ 54.09	\$ 56.26	\$ 58.51	\$ 60.87	\$ 63.26	\$ 65.75	\$ 68.34	\$ 71.03	\$ 73.82	\$ 76.71	\$ 79.70	\$ 82.80	\$ 86.00
2886					\$ 46.24	\$ 48.09	\$ 50.01	\$ 52.01	\$ 54.09	\$ 56.26	\$ 58.51	\$ 60.87	\$ 63.26	\$ 65.75	\$ 68.34	\$ 71.03	\$ 73.82	\$ 76.71	\$ 79.70	\$ 82.80	\$ 86.00	\$ 89.30

Morrison County  
 Job Classification System  
 Salary Grade Table: January, 2019

January 2019- 3% Increase ESTIMATE

Job Points Min	Max	Grade Numbers	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
			4%	4%	4%	4%	4%	4%	4%	2%	2%
91	116	1	\$ 9.17	\$ 9.53	\$ 9.92	\$ 10.31	\$ 10.72	\$ 11.15	\$ 11.60	\$ 11.83	\$ 12.07
117	144	2	\$ 9.53	\$ 9.92	\$ 10.31	\$ 10.72	\$ 11.15	\$ 11.60	\$ 12.06	\$ 12.30	\$ 12.55
145	173	3	\$ 9.92	\$ 10.31	\$ 10.72	\$ 11.15	\$ 11.60	\$ 12.06	\$ 12.55	\$ 12.80	\$ 13.05
174	203	4	\$ 10.31	\$ 10.72	\$ 11.15	\$ 11.60	\$ 12.06	\$ 12.55	\$ 13.05	\$ 13.31	\$ 13.57
204	234	5	\$ 10.72	\$ 11.15	\$ 11.60	\$ 12.06	\$ 12.55	\$ 13.05	\$ 13.57	\$ 13.84	\$ 14.11
235	266	6	\$ 11.15	\$ 11.60	\$ 12.06	\$ 12.55	\$ 13.05	\$ 13.57	\$ 14.11	\$ 14.39	\$ 14.68
267	300	7	\$ 11.60	\$ 12.06	\$ 12.55	\$ 13.05	\$ 13.57	\$ 14.11	\$ 14.68	\$ 14.97	\$ 15.26
301	335	8	\$ 12.06	\$ 12.55	\$ 13.05	\$ 13.57	\$ 14.11	\$ 14.68	\$ 15.26	\$ 15.57	\$ 15.87
336	371	9	\$ 12.55	\$ 13.05	\$ 13.57	\$ 14.11	\$ 14.68	\$ 15.26	\$ 15.87	\$ 16.19	\$ 16.51
372	409	10	\$ 13.05	\$ 13.57	\$ 14.11	\$ 14.68	\$ 15.26	\$ 15.87	\$ 16.51	\$ 16.84	\$ 17.17
410	449	11	\$ 13.57	\$ 14.11	\$ 14.68	\$ 15.26	\$ 15.87	\$ 16.51	\$ 17.17	\$ 17.51	\$ 17.86
450	490	12	\$ 14.11	\$ 14.68	\$ 15.26	\$ 15.87	\$ 16.51	\$ 17.17	\$ 17.86	\$ 18.21	\$ 18.57
491	532	13	\$ 14.68	\$ 15.26	\$ 15.87	\$ 16.51	\$ 17.17	\$ 17.86	\$ 18.57	\$ 18.94	\$ 19.31
533	577	14	\$ 15.26	\$ 15.87	\$ 16.51	\$ 17.17	\$ 17.86	\$ 18.57	\$ 19.31	\$ 19.70	\$ 20.09
578	623	15	\$ 15.87	\$ 16.51	\$ 17.17	\$ 17.86	\$ 18.57	\$ 19.31	\$ 20.09	\$ 20.49	\$ 20.89
624	671	16	\$ 16.51	\$ 17.17	\$ 17.86	\$ 18.57	\$ 19.31	\$ 20.09	\$ 20.89	\$ 21.31	\$ 21.73
672	721	17	\$ 17.17	\$ 17.86	\$ 18.57	\$ 19.31	\$ 20.09	\$ 20.89	\$ 21.73	\$ 22.16	\$ 22.59
722	772	18	\$ 17.86	\$ 18.57	\$ 19.31	\$ 20.09	\$ 20.89	\$ 21.73	\$ 22.59	\$ 23.05	\$ 23.50
773	826	19	\$ 18.57	\$ 19.31	\$ 20.09	\$ 20.89	\$ 21.73	\$ 22.59	\$ 23.50	\$ 23.97	\$ 24.44
827	882	20	\$ 19.31	\$ 20.09	\$ 20.89	\$ 21.73	\$ 22.59	\$ 23.50	\$ 24.44	\$ 24.93	\$ 25.42
883	941	21	\$ 20.09	\$ 20.89	\$ 21.73	\$ 22.59	\$ 23.50	\$ 24.44	\$ 25.42	\$ 25.92	\$ 26.43
942	1001	22	\$ 20.89	\$ 21.73	\$ 22.59	\$ 23.50	\$ 24.44	\$ 25.42	\$ 26.43	\$ 26.96	\$ 27.49
1002	1065	23	\$ 21.73	\$ 22.59	\$ 23.50	\$ 24.44	\$ 25.42	\$ 26.43	\$ 27.49	\$ 28.04	\$ 28.59
1066	1130	24	\$ 22.59	\$ 23.50	\$ 24.44	\$ 25.42	\$ 26.43	\$ 27.49	\$ 28.59	\$ 29.16	\$ 29.73
1131	1198	25	\$ 23.50	\$ 24.44	\$ 25.42	\$ 26.43	\$ 27.49	\$ 28.59	\$ 29.73	\$ 30.33	\$ 30.93
1199	1269	26	\$ 24.44	\$ 25.42	\$ 26.43	\$ 27.49	\$ 28.59	\$ 29.73	\$ 30.92	\$ 31.54	\$ 32.16
1270	1343	27	\$ 25.42	\$ 26.43	\$ 27.49	\$ 28.59	\$ 29.73	\$ 30.92	\$ 32.16	\$ 32.80	\$ 33.44
1344	1420	28	\$ 26.43	\$ 27.49	\$ 28.59	\$ 29.73	\$ 30.92	\$ 32.16	\$ 33.44	\$ 34.11	\$ 34.78
1421	1500	29	\$ 27.49	\$ 28.59	\$ 29.73	\$ 30.92	\$ 32.16	\$ 33.44	\$ 34.78	\$ 35.48	\$ 36.17
1501	1583	30	\$ 28.59	\$ 29.73	\$ 30.92	\$ 32.16	\$ 33.44	\$ 34.78	\$ 36.17	\$ 36.90	\$ 37.62
1584	1669	31	\$ 29.73	\$ 30.92	\$ 32.16	\$ 33.44	\$ 34.78	\$ 36.17	\$ 37.62	\$ 38.37	\$ 39.13
1670	1759	32	\$ 30.92	\$ 32.16	\$ 33.44	\$ 34.78	\$ 36.17	\$ 37.62	\$ 39.13	\$ 39.91	\$ 40.69
1760	1852	33	\$ 32.16	\$ 33.44	\$ 34.78	\$ 36.17	\$ 37.62	\$ 39.13	\$ 40.69	\$ 41.50	\$ 42.32
1853	1949	34	\$ 33.44	\$ 34.78	\$ 36.17	\$ 37.62	\$ 39.13	\$ 40.69	\$ 42.32	\$ 43.16	\$ 44.01
1950	2050	35	\$ 34.78	\$ 36.17	\$ 37.62	\$ 39.13	\$ 40.69	\$ 42.32	\$ 44.01	\$ 44.89	\$ 45.77
2051	2156	36	\$ 36.17	\$ 37.62	\$ 39.13	\$ 40.69	\$ 42.32	\$ 44.01	\$ 45.77	\$ 46.69	\$ 47.60
2157	2265	37	\$ 37.62	\$ 39.13	\$ 40.69	\$ 42.32	\$ 44.01	\$ 45.77	\$ 47.60	\$ 48.55	\$ 49.51
2266	2378	38	\$ 39.13	\$ 40.69	\$ 42.32	\$ 44.01	\$ 45.77	\$ 47.60	\$ 49.51	\$ 50.50	\$ 51.49
2379	2497	39	\$ 40.69	\$ 42.32	\$ 44.01	\$ 45.77	\$ 47.60	\$ 49.51	\$ 51.49	\$ 52.52	\$ 53.55
2498	2621	40	\$ 42.32	\$ 44.01	\$ 45.77	\$ 47.60	\$ 49.51	\$ 51.49	\$ 53.55	\$ 54.62	\$ 55.69
2622	2750	41	\$ 44.01	\$ 45.77	\$ 47.60	\$ 49.51	\$ 51.49	\$ 53.55	\$ 55.69	\$ 56.80	\$ 57.92
2751	2885	42	\$ 45.77	\$ 47.60	\$ 49.51	\$ 51.49	\$ 53.55	\$ 55.69	\$ 57.92	\$ 59.07	\$ 60.23
2886		43	\$ 47.60	\$ 49.51	\$ 51.49	\$ 53.55	\$ 55.69	\$ 57.92	\$ 60.23	\$ 61.44	\$ 62.67



# Document C132™ – 2009

## ***Standard Form of Agreement Between Owner and Construction Manager as Adviser***

**AGREEMENT** made as of the Twelfth 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)*

Morrison County  
213 SE 1st Ave  
Little Falls, MN 56345

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

Contegrity Group, Inc.  
101 First Street SE  
Little Falls, MN 56345

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

Morrison County Government Center Remodel  
Interior remodeling of approximately 65,000 SF of space to include mechanical, electrical, new roofing and parking lot.

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

Vetter Johnson Architects, Inc.  
4245 Cottonwood Lane  
Plymouth, MN 55441

The Owner and Construction Manager 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.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1513237333)

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### ARTICLE 1 INITIAL INFORMATION

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

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

| The program was derived by various owner meetings, concept drawings and schematic design plan.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

| Approximately 65,000 SF of remodel

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

| See attached SD Estimate dated April 26, 2017

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

.2 Commencement of construction:

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User Notes:

(1513237333)



- | Fall of 2017
- .3 Substantial Completion date or milestone dates:
- | Summer of 2019
- .4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:  
*(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)*

| Competitively Bid / Multiple Prime Contracts

§ 1.1.6 The Owner’s requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:  
*(List number and type of bid/procurement packages.)*

| NA

§ 1.1.7 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

| NA

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:  
*(List name, address and other information.)*

| Deb Gruber  
 Morrison County Administrator  
 213 SE 1<sup>st</sup> Ave  
 Little Falls, MN 56345

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

| TBD if any

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:  
*(List name, legal status, address and other information.)*

- .1 Land Surveyor:
- | NA
- .2 Geotechnical Engineer:
- | NA
- .3 Civil Engineer:
- | TBD
- .4 Other:

Init.

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

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:  
*(List name, address and other information.)*

Pete Filippi  
Contegrity Group, Inc.  
101 First Street SE  
Little Falls, MN 56345

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:  
*(List any specific requirements and personnel to be included in the staffing plan, if known.)*

TBD

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:  
*(List name, legal status, address and other information.)*

NA

.2 Other consultants:

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

NA

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

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

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

§ 2.6.1 Comprehensive General Liability with policy limits of not less than (See Attached) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than (See Attached) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than (See Attached).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than (See Attached) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

### ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

#### § 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

#### § 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

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

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems

and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

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§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

### § 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

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

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

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

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

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

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

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data,

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Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

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

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of

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incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

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

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

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

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

*(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Services	Responsibility <i>(Construction Manager, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Measured drawings	Owner	
§ 4.1.2 Architectural interior design (B252™-2007)	Owner	
§ 4.1.3 Tenant-related services	Owner	
§ 4.1.4 Commissioning (B211™-2007)	Owner	
§ 4.1.5 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

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§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager’s services.

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

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service or any fault or defect in the Construction Manager’s services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner’s own forces, and to award contracts in connection with the Project which are not part of the Construction Manager’s responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager’s ability to perform the Construction Manager’s responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager’s consultants through the Construction Manager about matters arising out of or relating to the Contract Documents.

The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

## ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

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Litigation in a court of competent jurisdiction

Other: *(Specify)*

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for

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User Notes:

(1513237333)

expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

Init.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:  
*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

| See attached Construction Management Fee Proposal dated May 12, 2017

§ 11.1.2 For Construction Phase Services in Section 3.3:  
*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

| See attached Construction Management Fee Proposal dated May 12, 2017

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

| Per rates as listed in Article 11.5 and 11.6

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:  
*(Insert amount of, or basis for, compensation.)*

| Per rates as listed in Article 11.5 and 11.6

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent ( %), or as otherwise stated below:

| NA

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

Init.



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

Project Manager \$95.00/hr  
Project Coordinator \$85.00/hr  
Office Manager \$65.00/hr  
Contract Manager \$55.00/hr

**Employee or Category**

**Rate (\$0.00)**

**§ 11.6 Compensation for Reimbursable Expenses**

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the project and in accordance with Construction Management Fee Proposal dated May 12, 2017 attached to this contract.

.1

(Paragraphs deleted)

Fees paid for securing approval of authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, standard form documents (plan printing and distributing);

(Paragraph deleted)

.3 Professional photography, and presentation materials requested by the Owner;

.4 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;

.5 All taxes levied on professional services and on reimbursable expenses;

(Paragraph deleted)

.6 Site office

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus zero percent ( 0 %) of the expenses incurred.

**§ 11.7 Payments to the Construction Manager**

§ 11.7.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

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

12 % Annually

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

Init.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

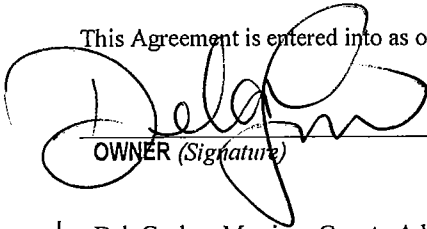
Attachment A: SD Estimate dated April 26, 2017

Attachment B: Morrison County Construction Management Fee Proposal dated May 12, 2017

Attachment C: Certificate of Insurance, Professional Liability

Attachment D: Certificate of Insurance, General/Automobile Liability

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



OWNER (Signature)

Deb Gruber, Morrison County Administrator  
*(Printed name and title)*



CONSTRUCTION MANAGER (Signature)

Lawrence Filippi, Vice President  
*(Printed name and title)*

Init.

# MORRISON COUNTY

## Government Center Remodel



### CONSTRUCTION MANAGEMENT FEE PROPOSAL 5-12-2017

CM FEE BASED ON A CONSTRUCTION COST OF \$12,246,285.00						
Pre-Construction				CONSTRUCTION PHASE		TOTALS
* CONSTRUCTION MANAGEMENT FEE	Pre-Construction	Construction Documents	Bidding & Contract Award	Construction	Warranty	
	10%	10%	5%	70%	5%	
Basic Construction Mgmt Fee	27,082.90	27,082.90	13,541.45	189,580.30	13,541.45	270,829.00
					CM FEE TOTAL	270,829.00

\* Invoiced in equal monthly installments over the course of each respective phase.

ON SITE SUPERVISION	2017	2018
Project Superintendent	14,900.00	15,340.00
MONTHLY TOTAL	14,900.00	15,340.00

**Notes:**

1. The following items are included in this fee proposal: Travel expenses for both the Project Manager, Project Superintendent, vehicle, housing and meal expenses. CGI's in house copies, postage, telephone, internet, cell phone and miscellaneous office supplies for both the home and field offices. Jobsite office equipment provided includes: computer, telephone, copier.

2. Fees to be invoiced in equal monthly installments over the course of each respective phase. Indicated fee and reimbursable portion for the Warranty period to be invoiced after completion of the one year period.

*Contegrity Group, Inc. does not mark up General Conditions items. General Condition items are received, compiled and passed along to the owner for direct payment to the vendor. All General Condition items are secured by the Construction Manager on behalf of the Owner. The following is a list of typical General Condition items which are not part of this fee proposal: Jobsite office trailer, temp toilets, temp power, temp water, temp heat, building permits, equipment rental, surveying, trucking, testing, construction signs, temp roads, temp enclosures, safety barricades, temp fencing, storage facilities, clean up, rubbish removal, snow removal, blueprinting [including distribution cost], security, photographs, gas & oil, dewatering, fire protection, moving expenses, etc. If CGI was to provide the jobsite trailer, our monthly rate, which includes delivery, setup/removal & steps is \$550.00/month.*

**Morrison County**  
**Government Center Remodel**  
SD Estimate  
Date: 4-26-17



**contegritygroup**  
Construction Management

DIVISIONS OF WORK	SD Totals	Cost/SF
Division 02 - Existing Conditions	447,441.25	6.89
Division 03 - Concrete	19,628.00	0.30
Division 04 - Masonry	49,732.00	0.77
Division 05 - Metals	47,067.80	0.73
Division 06 - Woods, Plastics and Composites	538,631.00	8.30
Division 07 - Thermal & Moisture Protection	729,078.00	11.23
Division 08 - Openings	465,564.00	7.17
Division 09 - Finishes	1,461,503.50	22.52
Division 10 - Specialties	102,440.00	1.58
Division 11 - Equipment	0.00	0.00
Division 12 - Furnishings	0.00	0.00
Division 13 - Special Construction	0.00	0.00
Division 14 - Conveying Equipment	0.00	0.00
Division 21 - Fire Suppression	175,251.60	2.70
Division 22 - Mech/Plumbing	1,326,258.00	20.43
Division 23 - Heating, Ventilating & Air Conditioning	1,010,656.80	15.57
Division 24 - Test and Balancing	81,135.00	1.25
Division 25 - Temperature Controls	356,994.00	5.50
Division 26 - Electrical	1,400,522.00	21.58
Division 27 - Communication	237,270.00	3.66
Division 28 - Electronic Safety and Security	248,000.00	3.82
Division 31 - Earthwork	0.00	0.00
Division 32 - Exterior Improvements	191,410.00	2.95
Division 33 - Utilities	0.00	0.00
<b>Sub Total Construction</b>	<b>8,888,582.95</b>	<b>136.94</b>
General Requirements	891,000.00	
Building Permitting / Plan Review	75,637.00	
WAC / SAC (Water and Sewer Access Fees) - Exist. Connection	0.00	
Construction Contingency 5%	488,979.15	
Design and Bid Contingency 5%	488,979.15	
<b>Sub Total</b>	<b>10,833,178.25</b>	
Construction Management Fee	270,829.46	
Architect/Engineering Fee	1,110,400.77	
Architect Reimbursable	31,876.63	
<b>Construction Cost</b>	<b>12,246,285.10</b>	
Owner Items		
FF&E (Typically use 2.5% of Sub Total Construction)	400,000.00	
Asbestos Allowance	100,000.00	
<b>Sub Total Owner Items</b>	<b>500,000.00</b>	
<b>BASE PROJECT TOTAL*</b>	<b>12,746,285.10</b>	

\* ESTIMATE DOES NOT INCLUDE MINNESOTA STATE PREVAILING WAGES.

\* BASE PROJECT TOTAL DOES NOT INCLUDE COSTS FOR INCIDENTALS TO ONGOING GOVERNMENT OPERATIONS THAT NEED TO BE ACCOUNTED FOR DURING PHASING AND DISRUPTION OF PROJECT.

\* WAC / SAC IS NOT INCLUDED AT THIS TIME AS IT IS ANTICIPATED ALL EXISTING LINES ARE SUFFICIENTLY SIZED.

\* ESTIMATE IS BASED ON HISTORICAL VALUES AND IS AN APPROXIMATION OF CONSTRUCTION COSTS FOR FALL 2017 BID.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/15/2017

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

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

<b>PRODUCER</b> North Risk Partners - Apollo Division 622 Roosevelt Road Suite 240 St Cloud MN 56301-6363	<b>CONTACT NAME:</b> Erin Pohlman <b>PHONE (A/C, No, Ext):</b> (320) 253-1122 <b>E-MAIL ADDRESS:</b> erinp@apolloinsurance.com	<b>FAX (A/C, No):</b> (855) 927-6655
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Contegrity Group, Inc. 101 1st St SE Little Falls MN 56345	<b>INSURER A:</b> Amco Insurance Company	<b>NAIC #</b> 19100
	<b>INSURER B:</b> Allied Insurance Company of America	<b>NAIC #</b> 10127
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: Master

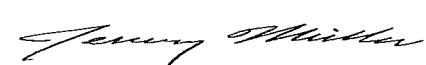
REVISION NUMBER:

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 INSD	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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACP GLAO 3017435021	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACP BAL 3017435021	1/1/2017	1/1/2018	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACP CAA 3017435021	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	ACP WCA 3017435021	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Morrison County 213 SE 1st Ave Little Falls, MN 56345	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 Jeremy Miller/APOEJP 
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