

BOARD OF COMMISSIONERS

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“In cooperation with our citizens, we improve the quality of life for individuals, families and communities by fostering a healthy economy and environment.”

“Looking forward with purpose”

**COUNTY BOARD - PROPOSED ADDENDUM
THURSDAY, DECEMBER 6, 2018 3:00 P.M.**

4.0 Recognition

4.3 Retirement Recognition

7.0 Administration Presentation – Tom Johnson (3:25 p.m.)

7.4 Snow Removal Contract – Adrian Branch Library (*Action*)

7.5 FEMA Office Space Request (*Action*)

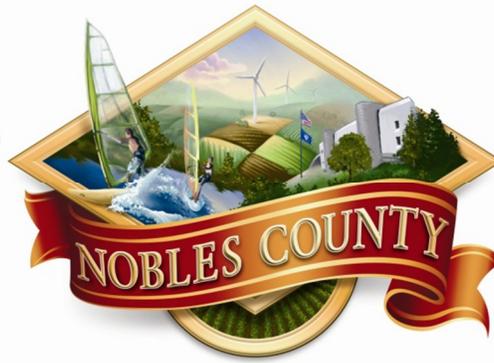
FIRST DISTRICT
Justin Ahlers

SECOND DISTRICT
Gene Metz

THIRD DISTRICT
Matt Widboom

FOURTH DISTRICT
Robert S. Demuth Jr.

FIFTH DISTRICT
Donald Linssen



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TO: Board of Commissioners

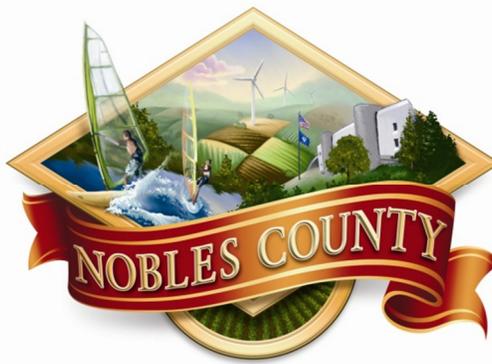
FROM: Employee Wellness and Recognition Committee

DATE: December 5, 2018

SUBJECT: Retirement Recognition

Nobles County wants to recognize county employees and elected officials for their contribution and demonstration of commitment during the performance of their duties resulting in permitting the County to fulfill its statutory responsibilities by serving the public.

The Employee Wellness and Recognition Committee are pleased to present Lynn Wilson, County Recorder, with her retirement gift for her service to Nobles County and its citizens for over 18 years. Lynn began her employment with Nobles County in 2000 as a Transit and Marketing Coordinator until she was elected as County Recorder in January of 2003.



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COMMISSIONER BRIEFING

Snow Removal Contract - Adrian Branch Library Tom Johnson, Administration 5 Minutes

Issue:

Snow removal services are necessary at the Adrian Branch Library for the rear parking pad and the back steps.

Discussion:

The recent addition of the rear parking pad and rear staff sidewalk has created the need for safe and consistent snow removal. Hiring a snow removal contractor will provide the level of service needed.

The contract has been reviewed and approved by both the Nobles County Attorney and the County Administrator. The 2019 library budget includes an allotment to cover an increase in costs associated with snow removal.

The contract, signed by owner Wes Henriksen, states that Adrian Plumbing and Electrical Inc. would be paid \$40.00 per snow & ice removal event. De-icing is also included in the services to be provided.

Options:

The board may approve or decline the contract or provide guidance if the contract is not accepted.

Recommendation:

Authorize the County Administrator, Tom Johnson, to sign, on behalf of Nobles County, the Professional Service Agreement for Snow & Ice Removal at the Adrian Branch Library Facility in Adrian MN for services through May 15, 2019.

**Professional Service Agreement for
Snow & Ice Removal
at the Adrian Branch Library Facility in Adrian, MN**

THIS AGREEMENT is made and entered into by Nobles County, Minnesota and (Company Name): Adrian Plumbing and Electrical, Inc. referred to in the agreement as the Contractor.

RECITALS

WHEREAS, the Adrian Branch Library is in need of snow and ice removal from its rear parking area and rear sidewalk, and

WHEREAS, the Contractor is capable and willing to provide that service, and

WHEREAS, the County has funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County and the Contractor agree as follows:

1) Term and Cost of the Agreement

a) The Contractor agrees to furnish Purchased Services on behalf of the County during the period commencing on the date of the signatures below and terminating on May 15 of 2019.

b) The Contractor shall be paid \$ 40 per snow & ice removal event.

2) Services to be Provided

a) The Contractor shall remove snow and ice from the rear sidewalk before 11:00 a.m. and the rear parking pad before 11:00 a.m. The snow shall be removed each day as needed or after snow accumulation exceeds two inches. This shall be referred to as Purchased Services.

b) Snow removed from the rear parking area shall be added to the City of Adrian snow pile, which normally accrues next to the Fire Hall on Maine Avenue. Snow cleared from the rear sidewalk does not need to be removed from the library site unless space for its storage begins compromising the usability and safety of the sidewalk. This shall be included as Purchased Services.

c) De-icing agents such as salt and sand shall be applied as needed. This shall be included as Purchased Services.

3) Payment for Services

Payment for services shall be made monthly upon receipt of a proper invoice for services detailing the dates of service and the location of the service.

The monthly billings shall itemize the costs based on the following location:

- Adrian Branch Library: Rear Staff Parking Pad & Rear Staff Access Sidewalk – 214 Maine Ave., Adrian, MN

4) Independent Contractor Status

That at all times and for all purposes hereunder, the Contractor shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of Nobles County, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State Tax laws.

Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

5) Indemnification

The Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Agreement.

Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' prior notice thereof to the County.

6) Insurance

The Contractor shall carry at a minimum the following insurance and provide a certificate of the insurance, prior to the effective date of this Agreement, naming Nobles County as an additional insured:

- a) Public Liability & Property Damage: An amount of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of one person and subject to the same limit for each person in a total amount of not less than one million dollars (\$1,000,000) on account of one accident, and property damage insurance in an amount not less than one million dollars (\$1,000,000) or all damages or destruction of property in any way one accident and subject to that limit, total limit of two million dollars (\$2,000,000) for all damages to or destruction of property during the policy period.
- b) Workers' Compensation Insurance: The Contractor shall provide Workers Compensation insurance for all employees employed at the site where services are being performed pursuant to this Agreement, and in case any work is sublet, the Contractor shall require any subcontractor to provide Worker's Compensation Insurance for all its employees.
- c) In case any work is sublet, the Contractor shall require any subcontractor to provide Public Liability and Property Damage insurance in the same amounts and include Nobles County as additionally insured.

7) Merger and Modification

- a) It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b) Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

8) Default and Cancellation

- a) If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the Purchased Services as to endanger the performance of the Agreement, this shall constitute default.

Unless the Contractor's default is excused, the County may, upon written notice, immediately cancel this Agreement in its entirety.

- c) This Agreement may be cancelled with or without cause by either party upon thirty days' written notice.

9) Subcontracting and Assignment

Contractor shall not enter into any subcontract to provide the Purchased Services contemplated under this Agreement without the prior written approval of the County and

subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

10) Nondiscrimination

During the performance of this Agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, sexual orientation or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

I hereby accept the conditions of this agreement this 4 day of December, 2018

Adrian Plumbing and
Electrical Inc.
200 W 1st St

PO Box 159

Adrian MN 56110
Address

507 483 2152
Telephone Number

Wes Henriksen

Print Name

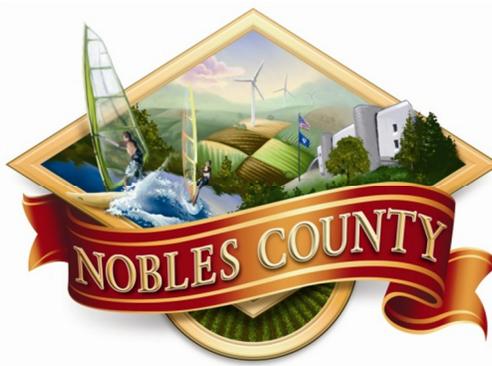
Wes Henriksen

Signature

This agreement to provide snow removal services for the Adrian Branch Library facility commencing upon signatures is approved by Nobles County and will expire on May 15, 2019.

Date: _____

Tom Johnson
Nobles County Administrator:



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COMMISSIONER BRIEFING

December 6, 2018

FEMA Office Space Request

Tom Johnson, Administration

Issue:

FEMA has requested office space for their staff to follow up on damages from storms in the area.

Discussion:

FEMA has up to 30 staff working out of Mankato completing site visits, working with the townships etc. to complete damage reports and ultimately approve funding. They have requested temporary office spaces which we can accommodate in the old KidsPeace area at the PJC. They generally do not pay rent.

Options:

Approve the Administrator to sign an agreement for the space use.
Deny the request and direct refer other locations be considered

Recommendation:

Staff recommends approving the request.

AIA Document G701™ – 2001

Change Order

PROJECT: <i>(Name and address)</i> Nobles County Gov. Center Air Handler #4 Replacement 315 - 10th Street Worthington, MN 56187	CHANGE ORDER NUMBER: 1 DATE: 12-4-18	OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Roadside Developers, Inc. dba Bisbee Plumbing and Heating 604 North Highway 59 Marshall, MN 56258	ARCHITECT'S PROJECT NUMBER: 17-075 CONTRACT DATE: April 3, 2018 CONTRACT FOR: General Construction	

The Contract is changed as follows:

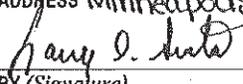
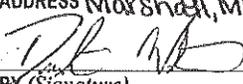
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

1. Provide one 48" x 48" relief Damper in Boiler Room.
2. Provide one hinged, insulated access door on backside of return air plenum.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ <u>159,950.00</u>
The net change by previously authorized Change Orders	\$ <u>0.00</u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ <u>159,950.00</u>
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ <u>2,850.00</u>
The new (Contract Sum) (Guaranteed Maximum Price) ; including this Change Order, will be	\$ <u>162,800.00</u>
The Contract Time will be (increased) (decreased) (unchanged) by <u>Thirty Five</u> (35) days.	
The date of Substantial Completion as of the date of this Change Order, therefore, is <u>December 21, 2018</u>	

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Engineering Design Initiative</u> ARCHITECT <i>(Firm name)</i>	<u>Roadside Developers, Inc. dba Bisbee Plumbing & Heating</u> CONTRACTOR <i>(Firm name)</i>	<u>Nobles County Office of Administration</u> OWNER <i>(Firm name)</i>
<u>1112 North 5th Street</u> ADDRESS Minneapolis, MN 55411	<u>604 North Highway 59</u> ADDRESS Marshall, MN 56258	<u>315 - 10th Street</u> ADDRESS Worthington, MN 56187
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
<u>Larry D. Svitak, PE</u> <i>(Typed name)</i>	<u>Dustin Westover</u> <i>(Typed name)</i>	 <i>(Typed name)</i>
<u>12-4-18</u> DATE	<u>12-4-18</u> DATE	 DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.