

Special School Board Meeting

Monday, October 17, 2022 6:30 PM

LS-H MS/HS Media Center & Online (if unable to attend in person), 901 Ferry St., Le Sueur, MN 56058

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **NEW BUSINESS**

4.1. Approve Superintendent Jim Wagner's Professional Development request.

4.2. Approve the FY2023 contract for Buildings & Grounds Director.

4.3. Approve Bond Survey: Bolten-Menk.

4.4. Approve Geotech for Bond: Braun.

4.5. Approve the second coating on the gym floor at Hilltop.

4.6. Resolution of Governing Board Supporting Form A Application to MSHSL Foundation for 2022-23.

5. **ADJOURN**

BUILDINGS & GROUNDS DIRECTOR CONTRACT

ARTICLE I PURPOSE

This Contract is entered into between Independent School District No. 2397, Le Sueur-Henderson, Minnesota, hereinafter referred to as the School District, and Todd Vrklan, hereinafter referred to as the Buildings & Grounds Director, who agrees to perform the duties of the Buildings & Grounds Director of the School District.

ARTICLE II DURATION, EXPIRATION, TERMINATION DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of one year commencing on July 1, 2022, and ending on June 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Buildings & Grounds Director or unless terminated as provided in this Contract.

Section 2. Expiration: This Contract shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Buildings & Grounds Director shall cease, unless a subsequent Contract is entered into by the parties. In the event the parties fail to enter into a subsequent contract, the Buildings & Grounds Director's employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Contract with the Buildings & Grounds Director or until the School Board provides sixty (60) calendar days of written notice of the termination of the Buildings & Grounds Director's employment.

Section 3. Termination During the Term: The Buildings & Grounds Director's employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Buildings & Grounds Director during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 13., it shall notify the Buildings & Grounds Director, in writing, of the proposed grounds for termination. The Buildings & Grounds Director shall be entitled to a hearing before an arbitrator provided the Buildings & Grounds Director makes such a request, in writing, to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Buildings & Grounds Director may be suspended with pay pending final determination by the arbitrator. If the Buildings & Grounds Director fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Buildings & Grounds Director shall have no further claim or recourse.

Section 4. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Buildings & Grounds Director.

Section 5. Contingency: If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Buildings & Grounds Director completing the terms of the existing Contract.

ARTICLE III DUTIES

The Buildings & Grounds Director shall serve under the direction of the Superintendent. The Buildings & Grounds Director shall perform all duties incident to the position of Buildings & Grounds Director and such other duties as may be prescribed by the Superintendent and School Board from time to time. The Buildings & Grounds Director shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District. The Buildings & Grounds Director shall attend School Board and other meetings as directed by the Superintendent.

ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Buildings & Grounds Director's duty year shall be for the entire twelve (12)-month Contract year, and the Buildings & Grounds Director shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Buildings & Grounds Director shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation: The Buildings & Grounds Director shall earn twenty (20) working days of annual paid vacation each Contract year, or 13.34 hours per month. The Buildings & Grounds Director may carry up to ten (10) unused vacation days into the next year, with superintendent approval. Accrued vacation over ten (10) days, shall be paid out at the Buildings & Grounds Director's hourly rate at the end of the school year. Upon voluntary termination of employment, the Buildings & Grounds Director shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Buildings & Grounds Director is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.

Section 3. Holidays: The Buildings & Grounds Director shall be entitled to eleven (11) paid holidays: Independence Day, Labor Day, Thanksgiving Day, and Friday after Thanksgiving, Christmas Eve day, Christmas Day, New Year's Eve day, New Year's Day, Good Friday, Memorial Day and Juneteenth Day.

Section 4. Sick Leave: The Buildings & Grounds Director shall earn paid sick leave at the rate of 1.25 days per working month, and earned sick leave may accumulate to a maximum of one hundred and twenty (120) days. Upon voluntary or involuntary termination of employment, the Buildings & Grounds Director shall not be entitled to unused earned and accrued sick leave days.

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, the Buildings & Grounds Director injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 6. Emergency and Funeral Leave: The Buildings & Grounds Director shall be granted bereavement leave for a death within the Buildings & Grounds Director's immediate family. The time utilized shall be in an amount to be determined after conferring with the Superintendent. Days utilized will not be deducted from the Buildings & Grounds Director's sick leave. "Immediate family" is defined as the Buildings & Grounds Director's spouse, child, parent, brother, sister, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, or grandchildren. This particular type of personal leave shall be extended from one to five days as determined and granted by the superintendent or his designated representative for any particular event.

Funeral leave of up to one (1) day per school year shall be granted for funerals of friends and other persons not mentioned in the previous paragraph. Such leave shall be non-accumulative.

Section 7. Jury Service: The Buildings & Grounds Director who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Insurance Application: A Buildings & Grounds Director on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Buildings & Grounds Director shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Buildings & Grounds Director is on paid leave from the School District under Section 4. above or supplemented by sick leave pursuant to Section 5. above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Buildings & Grounds Director must pay the entire premium for any insurance retained.

ARTICLE V INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall provide the Buildings & Grounds Director and the Buildings & Grounds Director's dependents with health and hospitalization insurance coverage under the School District's group health and hospitalization insurance plan. The School District shall contribute the sum of \$6,700 annually (\$558.33 per month) for single coverage and \$10,800 annually (\$900 per month) for family coverage toward the premium for such insurance. The balance of the premium shall be paid by the Buildings & Grounds Director through payroll deduction.

NOTE 2: In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Buildings & Grounds Director's healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

Section 2. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Buildings & Grounds Director under the School District's group term life insurance plan in the amount of \$50,000, payable to the Buildings & Grounds Director's named beneficiary(ies).

NOTE 3: According to the Internal Revenue Service rules, the amount of School District premium contribution that pays for life insurance coverage in excess of \$50,000 is considered taxable income, so the School District should be certain that it is reporting that contribution as such, and the Buildings & Grounds Director needs to know why that amount is being reported.

Section 3. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Buildings & Grounds Director under the School District's group long-term disability insurance under which full-time employees may be included and which will compensate those persons covered thereby two-thirds (2/3) of the covered person's annual salary, effective after thirty (30) days' disability and payable to age seventy (70) subject to requirements of the insurance carrier.

Section 4. Eligibility: The eligibility of the Buildings & Grounds Director and the Buildings & Grounds Director's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE VI OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Buildings & Grounds Director is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law. The District will match dollar for dollar of employee contribution, up to a maximum District contribution of \$2,000 per year.

Section 2. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Buildings & Grounds Director's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the Superintendent and/or the School Board. The Buildings & Grounds Director shall periodically report to the Superintendent relative to all meetings and conferences attended. The Buildings & Grounds Director shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 3. Mileage Reimbursement: The School District shall reimburse the Buildings and Grounds Director for school business mileage at the current IRS rate to a maximum of \$750 per year.

ARTICLE VII SALARY

The Buildings & Grounds Director shall be paid an annual base salary of \$72,000 for the 2022 - 2023 Contract year. \$3,500 will be paid in addition to base salary after evidence of completion and maintenance of Minnesota Facility Management Professionals Certification. The annual salary may be modified, but shall not be reduced, during the term of this Contract. The salary shall be paid in twenty-four (24) equal installments during the Contract year.

ARTICLE VIII OTHER PROVISIONS

Section 1. Outside Activities: While the Buildings & Grounds Director shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the Superintendent, such activities do not impede the Buildings & Grounds Director's ability to perform the duties of the Buildings & Grounds Director's position. However, the Buildings & Grounds Director may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Buildings & Grounds Director arising out of or in connection with his/her employment and the Buildings & Grounds Director is acting within the scope of employment or official duties, the School District shall defend and indemnify the Buildings & Grounds Director to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

Section 3. Dues: The Buildings & Grounds Director is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such

membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The Buildings & Grounds Director shall present appropriate statements for approval as provided by law.

Section 4: Daily Rate of Pay: For purposes of this contract, the Buildings & Grounds Director's daily rate of pay is determined by dividing the total Buildings & Grounds Director's annual salary by 260 days.

ARTICLE IX
SEVERABILITY

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed
my signature this ____ day of
_____, 20____.

IN WITNESS WHEREOF, we have subscribed
our signatures this ____ day of
_____, 20____.

Buildings & Grounds Director

School Board Chair

School Board Clerk



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

September 27, 2022

Jason Peterson | Director of Project Planning and Development
jason.peterson@krausanderson.com
KRAUS-ANDERSON CONSTRUCTION COMPANY
501 South Eighth Street, Minneapolis, MN 55404

RE: LeSueur Henderson Public Schools - LeSueur

Dear Jason:

Bolton & Menk, Inc. is pleased to present a proposal to perform a topographic and boundary survey on the LeSueur Henderson Public Schools Site.

We propose to perform the field work with survey staff in our Mankato office. All work would be managed and supervised by a licensed land surveyor.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. Please review the attached documents and contact me if this proposal does not meet your expectations.

If you have any questions or comments please contact me at 507-625-4171 Ext. 2329 or janele.fowlds@bolton-menk.com.

Sincerely,
BOLTON & MENK, INC.

Janele Fowlds, L.S.
Principal Land Surveyor

Attachments: Scope of Services Budget (3 pages)
Terms & Conditions of Proposal (2 pages)
Survey Limits Map & Tax Parcel Map (2 pages)

SCOPE OF WORK

Bolton and Menk, Inc. will complete the below scope of work within the attached survey limits map in accordance with the survey specs provided by client.

Topographic Survey:

- Establish horizontal and vertical survey control, based on LeSueur County coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Buildings (if any) and any other significant structures
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map
 - Trees with diameters under 6 inches will be located, but the diameter will not be included
 - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines)
- Utility Information
 - Place a Minnesota Gopher One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
 - Upon the completion of the initial design drawing Bolton & Menk will distribute a review copy to all the utility companies identified through the Gopher One Call process requesting review and comments; after comments are received, we will make appropriate revisions and provide a final CAD file and hard copy
 - Storm Sewer, Watermain and Sanitary Sewer
 - Marked and/or visible structures and service lines
 - Catch basins and Manholes
 - Hydrants
 - Water valves and curb stops
 - Structure inventories
 - Rim elevations
 - Pipe sizes

- Pipe inverts and direction of flow
- Natural Gas, Communication (Phone/Cable) and Electric
 - Meters, transformers, and pedestals
 - Marked and/or visible service lines
- Set two site benchmarks
- Any other significant topographic features visible to survey crew

Boundary Survey:

- Establish the boundary of the property based on the legal description provided in the title report.
 - Tax Parcel 21.999.0840
- Survey markers will be found and verified or placed on the exterior boundary of the site

Title Report:

- Hire a title company subcontractor to provide an Ownership and Encumbrances report with copies of vesting deeds and easements. A forty-year search will be requested. The cost of the title subcontractor fees are included in the proposed fees and is assumed to be \$500.

Private Utility Locator:

- Hire a private utility locator to assist with locating items that are needed, but not identified through the gopher one call process.
- Typically, private utilities located by private locators include any and all conventionally locatable utilities. These items are typically utilities constructed with some type of continuous metal based structure or a locating provision added.
 - Items not typically included are anything plastic, clay, RCP, slip joint DIP and non armored fiber optic.
 - Storm and sanitary sewer would be unlikely to be locatable.
- Estimate does not include fees for potholing to locate private utilities.

DELIVERABLES

We will furnish print copies of map along with an electronic PDF copy. Upon request, we can also provide a version of the survey with an aerial photo used as a background.

Certified topographic/boundary survey drawing will be submitted in an electronic (Civil3D2022file) and hard copy format. The CAD file will include a surface model (XML file) and contours of existing ground.

ASSUMPTIONS

This proposal is based upon the following assumptions:

- Bolton & Menk, Inc. maintains professional services and Errors and Omissions insurance. A certificate of insurance can be provided upon request.
- Features within the proposed sites required to be located will have been cleared of snow and ice cover prior to the field staff starting work.
- Bolton & Menk staff will only acquire invert elevations that can be measured without entering confined space (manholes, underground tanks, etc.) structures.
- Any additional studies, tasks, or coordination (e.g., environmental or archaeological studies, permit applications, meetings representing the client, etc.) not explicit in the proposed Scope of Work will be performed by others or as additional services.
- Only utilities that are marked in the field along with utility maps provided by utility companies will be graphically shown on the survey map. Proposed costs are based on assumption that field markings by utilities will be made within the time allotted for such requests through Gopher State One Call. No allowance has been included if return trips to the site must be made by survey staff to locate delayed utility markings.

FEES

The cost for the above Scope of Services is proposed as follows:

Surveying Fees	
Topographic Survey	\$9,500
Boundary Survey (Tax Parcel 21.999.0840)	\$3,000
Wetland Delineation	Not Needed
Title Work (Estimated)	\$500
Private Utility Locator (Estimated depending on what is needed)	\$1400-\$2000

BOLTON & MENK, INC.'S HOURLY RATES

Additional Services will be provided on the following hourly basis:

Bolton & Menk, Inc.'s Hourly Rate	
1-person survey crew (Level III Certified Technician) with equipment	\$160
Licensed Land Surveyor/Project Surveyor	\$180
Office Technician	\$130

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey equipment, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

Travel time from the Mankato office to project site will be billed in accordance with the above survey crew's hourly rate.

SCHEDULE

Bolton & Menk, Inc. has the staff to meet any reasonable time frame required. We expect the finished survey map will be delivered to you within 20 days of receiving authorization to do the work.

APPROVALS AND SIGNATURES

KRAUS-ANDERSON CONSTRUCTION COMPANY acknowledges that it is the owner of the property described above or is a legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

Bolton & Menk, Inc. and KRAUS-ANDERSON CONSTRUCTION COMPANY agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The undersigned represents that it is the KRAUS-ANDERSON CONSTRUCTION COMPANY or has been authorized to accept this Agreement on behalf of the owner. Unless also executed by a person(s) or firm guaranteeing payment, the undersigned accepts financial responsibility for all services and costs of collection incurred by Bolton & Menk, Inc., including reasonable attorney's fees, in the event of default by the KRAUS-ANDERSON CONSTRUCTION COMPANY.

Accepted by:

Print Name/Title

Signature and Date

I/We personally guarantee payment of all obligations for services to be provided by BMI under this Agreement. I/We further agree to pay all costs of collection incurred by BMI, including reasonable attorney's fees.

Print Name/Title

Signature and Date

**Terms of Proposal – General Survey
Bolton & Menk, Inc.**

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the accompanying Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal are "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of Client provided information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Utilities: Unless otherwise explicitly stated in the proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for exploratory excavations and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations depicted on previous plans or locates provided by Client or utility companies.

G. Project Approval: Due to site limitations, code interpretation, regulatory reviews, political considerations and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.

H. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

I. Construction Phase Services: Client is notified that BMI shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor

J. Ownership and Alteration of Documents: All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI under this agreement remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified paper copies of submittals may be relied upon as documentation of professional services provided.

K. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.

L. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

M. Waiver: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers and subcontractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.

N. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

O. Certificates of Insurance: BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium expenses.

P. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.

Q. Agreement: If the Proposal is accepted, the Client and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

R. Termination of Services: The Agreement created under Paragraph Q may be terminated by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

S. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph Q.

T. LIEN RIGHTS: Pursuant to the representations by the CLIENT in this Agreement and improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT. In accordance with Minnesota law, the CLIENT and PROJECT PROPERTY OWNER are hereby advised:

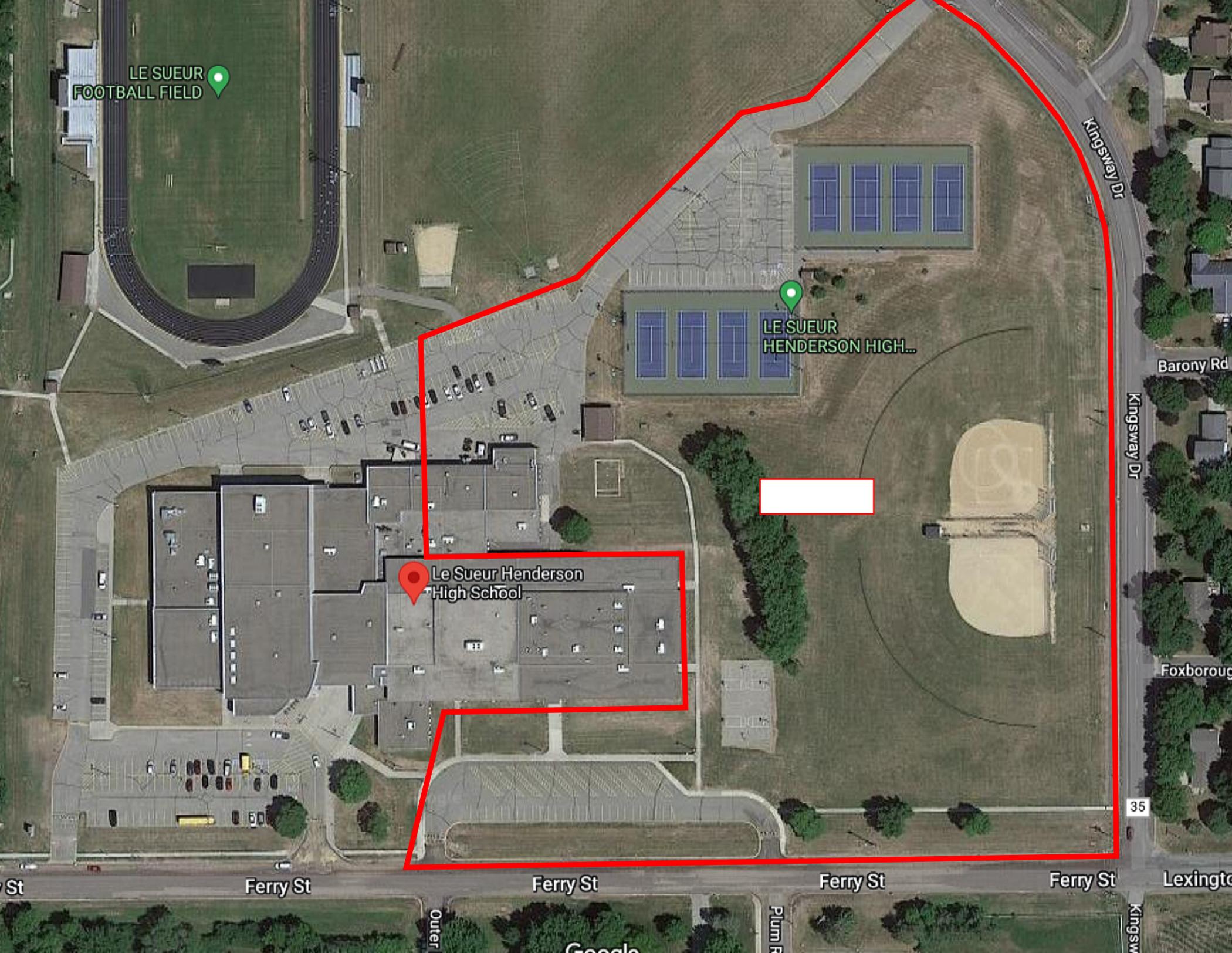
“(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.”

LE SUEUR FOOTBALL FIELD

LE SUEUR HENDERSON HIGH...

Le Sueur Henderson High School



35

St Ferry St Ferry St Ferry St Lexington

Outer

Google

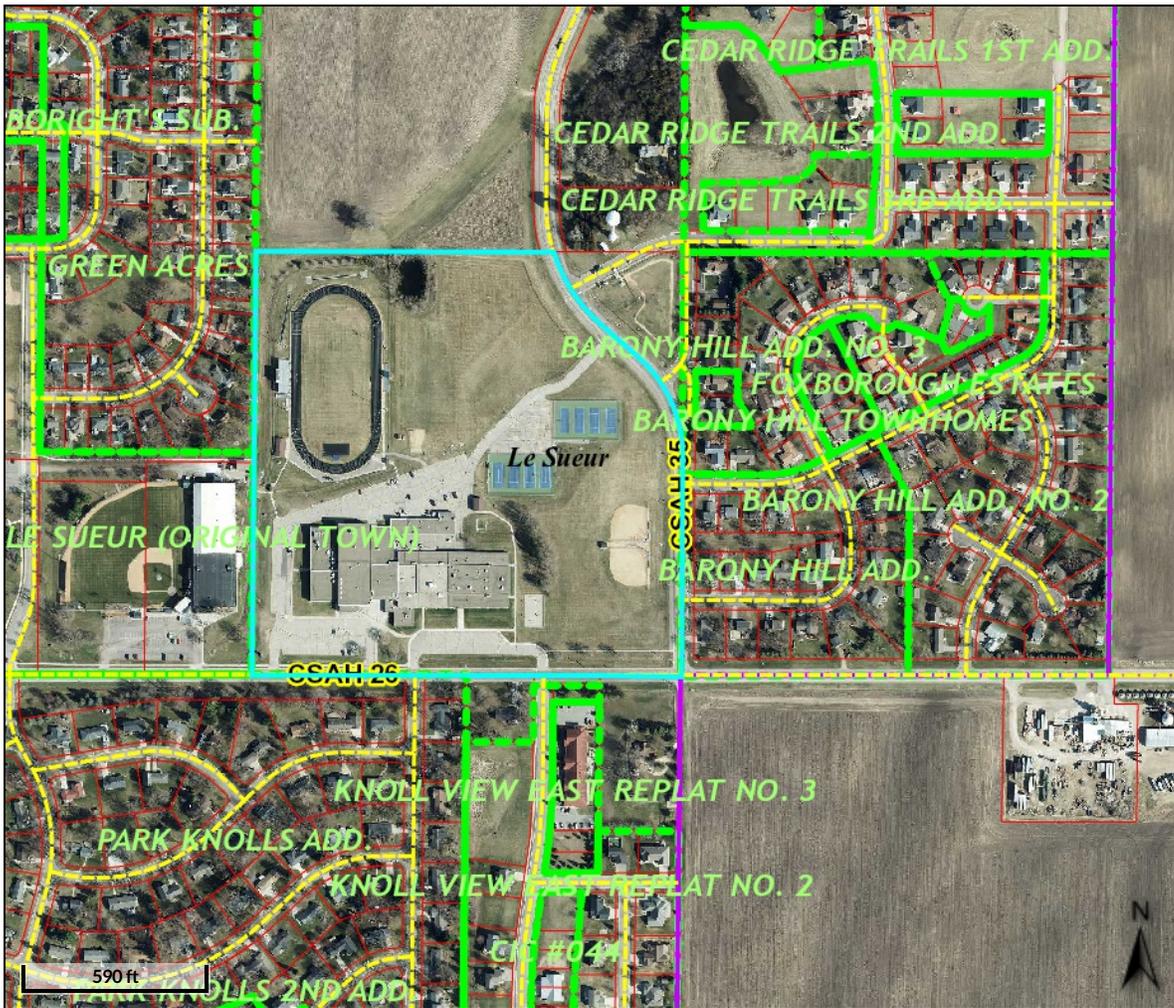
Plum R

Kingsw

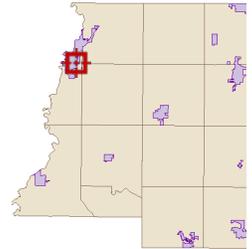


Beacon™

Le Sueur County, MN



Overview



Legend

- Roads
- City Limits
- Parcels
- Subdivisions

Parcel ID	21.999.0840	Alternate ID	n/a	Owner Address	SCHOOL DIST 2397
Sec/Twp/Rng	36-112-026	Class	901 - K-12 SCH-PUBLIC		LE SUEUR HENDERSON PUB SCHOOLS
Property Address	901 FERRY ST LE SUEUR	Acres	37		115 1/2 N 5TH ST STE 200 LE SUEUR, MN 56058
District	LS CITY/2397				
Brief Tax Description	Sect-36 Twp-112 Range-026 37.00 AC SE 1/4 OF SW 1/4 LESS PORTION NE OF CL OF KINGSWAY DRIVE (HIGH SCHOOL)				
	<i>(Note: Not to be used on legal documents)</i>				

-Aerial Photo taken in April 2021

Date created: 9/27/2022

Last Data Uploaded: 9/27/2022 11:35:18 AM

Developed by Schneider GEOSPATIAL

September 29, 2022

Proposal QTB166594

Le Sueur Henderson School District
c/o Mr. Jason Peterson
Kraus Anderson Construction Company
501 South 8th Street
Minneapolis, MN 55404

Re: Proposal for a Geotechnical Evaluation
New Elementary School
901 Ferry Street
Le Sueur, Minnesota

Dear Mr. Peterson:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the new elementary school at the referenced site.

Project Information

Per the schematic plan with proposed boring locations, we understand the proposed project will include the construction of a new 90,000 square foot two-story elementary school next to the existing High School located at 901 Ferry Street in Le Sueur, Minnesota. The proposed school will be constructed on spread footings with load bearing CMU walls with post and beam steel construction. A portion of the school will be constructed as a storm shelter. Site improvements will include new pavement areas for cars and buses.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of foundations, slabs, utilities, pavements and stormwater management.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that the site will require an all-terrain vehicle (ATV) drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected by the Design Team, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, our fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon our request, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Penetration Test Borings

As requested, we will drill 21 standard penetration test (SPT) borings for the project. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

Table 1. Summary of Proposed Borings

Location	Type	Quantity	Depth (feet)
Building Pad	SPT	12	25
Site Borings	SPT	9	15
Total		21	445

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs

MDH Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$100.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 300 linear feet of borings with grout.

Our lump sum fee includes those fees associated with the sealing.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 30 moisture content tests, 4 mechanical analyses (through a #200 sieve only), and 4 organic content tests.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of foundations, slabs, utilities, pavements and stormwater management.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 4 to 5 weeks following receipt of written authorization
- Field exploration – 4 days on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within 3 days after completion of field exploration
- Draft report submittal – within about 2 to 3 weeks after completion of the fieldwork
- Final report submittal – within 3 days of receiving comments on the draft report

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$19,325, which includes up to 1 hour of post deliverable consulting time. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$150 per hour. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$340 per hour.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact us Steve Martin at 612.221.2504 (smartin@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Steven B. Martin, PE
Senior Engineer



Philip E. Bailey, PE
Business Unit Leader, Senior Engineer

Attachments:
General Conditions (1/1/18)
MDH Notification Form

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



Braun Intertec Corporation
 11001 Hampshire Avenue S
 Minneapolis, MN 55438

Phone: 952.995.2000
 Fax: 952.995.2020
 Web: braunintertec.com

September 29, 2022

Proposal QTB166594

Le Sueur Henderson School District
 c/o Mr. Jason Peterson
 Kraus Anderson Construction Company
 501 South 8th Street
 Minneapolis, MN 55404

Re: Minnesota Department of Health Well Sealing Notification Form
 New Elementary School
 901 Ferry Street
 Le Sueur, Minnesota

Dear Mr. Peterson:

Please have the property owner, representative or agent complete the "Well Owner" section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: *This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.*

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502. ATTN: CASHIER Well Management Section Fax Number: (651) 201-4599.						Minnesota Unique Well No. or W-series No. (Leave blank if not known)		Minnesota Well and Boring Sealing No. <div style="border: 1px solid black; padding: 2px; width: 100px; text-align: center; font-weight: bold;">H</div>		
<input type="checkbox"/> Well Sealing Notification (269) Check Box If: <input type="checkbox"/> Well is Multiple Cased <input type="checkbox"/> Larger than 8-inch Inside Diameter						Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Dis		Print Cardholder Name _____		
<input type="checkbox"/> Water-Supply Well <input type="checkbox"/> Monitoring Well <input type="checkbox"/> Other _____						Card Number _____ 3-Digit Security Code (Printed on back side of card.)		Authorized Signature _____		
WELL LOCATION	County		Township Name		Township No.	Range No.	Section No.	Fraction (sm. → lg.) <small>1/4 1/2 3/4</small>		
	Well Location Address				City	State	Zip Code	Est. Depth	Casing Diameter	
WELL OWNER	Well Owner Name (Print)						Daytime Telephone Number ()			
	Well Owner Street Address					City	State	Zip Code		
	Well Owner Signature							Date		
WELL CONTRACTOR	Well Contractor Company Name (Print)			Certified Rep. Signature			Date	Company License No.		
Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 103I, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.										

Peterson Floor Surfacing

16117 hwy 107 Grasston Mn 55030

651 238 2017

Contract Re- coat -Le Sueur Henderson Public Schools

Buff/Sand all 3 gym floors

Clean all 3 floors

apply poly finish like we used before

We thank you very much for the opportunity to bid your project.

www.petersonfloor.com

To be done over Christmas break

Total cost - \$12,400.00

Todd Vrklan 612-756-2314

FORM A

RESOLUTION OF GOVERNING BOARD SUPPORTING FORM A APPLICATION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota’s high school youth to participate in athletics and fine arts;

WHEREAS, the Governing Board of Le Sueur-Henderson Public School recognizes the value of student participation in extracurricular activities; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools in recognizing, promoting and funding extracurricular participation by high school students in athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Governing Board of Le Sueur-Henderson Public School supports the school’s application to the Minnesota State High School League Foundation for a FORM A grant to offset student activity fees.

Date

Board Chair/Head of School

Date

Board Clerk – Treasurer/ Finance Director