



Goodhue County Facilities Maintenance
509 W. 5th Street
Red Wing, MN 55066

To: Honorable County Commissioners
Scott Arneson, County Administrator

From: Tim Redepenning – Facilities Maintenance Director

Re: Adult Detention Center Safety Enclosures

Date: May 20, 2025

Summary

It is requested that the County Board consider approval of the proposed contract with Klein McCarthy Architects for the purpose of design, construction management and replacement of the existing detention unit railing systems. New safety enclosures are being requested for all housing units on the upper mezzanine levels and stair railings. After request, receipt and approval of bids, the anticipated project start date would be in the fall of 2025 for units D and F with a bid alternate for a phased continuation into 2026 for units A, B, C & E. The agreement with Klein McCarthy will include the design and project management of all phases for continuity throughout the project.

Background

At the October 1, 2024, Committee of the Whole meeting, the County Board was presented information from county staff regarding safety concerns with the current ADC railing systems. Sheriff Marty Kelly provided information about recent incidents and the inherent risks due to the lack of enclosures. Examples of proposed enclosure systems and preliminary budget estimates were shared during this presentation. Based on the budget estimates and county board direction, the capital plan was updated and ultimately approved to include the usage of \$500,000 of Fund Balance from the General Fund for this project in 2025.

Recommendations

County Staff recommends we contract with Klein McCarthy for the design, bid documents and construction management for this project. Klein McCarthy is a subject matter expert with these types of enclosure systems and will ensure the project specifications will comply with the Department of Corrections requirements. The proposed contract agreement fee is \$105,352.00 with a preliminary construction budget identified as \$1,281,039.18.

Upon board approval of the contract and receipt of bids, staff recommends the project to begin in the Fall of 2025 and that the project continue through completion for the remaining units in 2026.

\$500,000 is budgeted in 2025 to begin the project. Staff recommends that an additional 1 million dollars be included in the 2026 capital plan for a seamless continuation and substantial completion of the project by Spring of 2026.

Action Items

- Approve agreement with Klein McCarthy Architects for \$105,352.00
- Approve the inclusion of this project with a funding level of \$1,000,000 in the 2026 capital plan.



AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth (15th) day of April in the year Twenty Twenty-Five (2025).

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Goodhue County
509 West 5th Street
Red Wing, MN 55066
Telephone: (651) 385-3105
Facsimile: (651) 267-4873

and the Architect:

(Name, legal status, address and other information)

Klein McCarthy & Co., Ltd. dba Klein McCarthy Architects
6465 Wayzata Boulevard
Suite 410
St. Louis Park, MN 55426
Telephone: (952) 908-9990
Facsimile: (952) 908-9991
Email: scott.fettig@kleinmccarthy.com

for the following Project:

(Name, location and detailed description)

Goodhue County Adult Detention Center Housing Railing Replacement
430 W. 6th Street
Red Wing, MN 55066

Replacement of six jail housing unit mezzanine guard rails. Construction budget is \$1,281,039.18. Design will include bid alternates for units A,B, C & E. Schedule assumes construction to start in 2025 and extend into 2026.

The Owner and Architect 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.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Structural Engineering: Paulson & Clark Engineering, Inc., 2352 East County Road J, White Bear Lake, MN 55110
Mechanical / Electrical Engineering: EDI – Dolejs, Inc., 1112 North 5th Street, Minneapolis, MN 55411

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 the Architect.

The Architect 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.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Fee shall be a Lump Sum Fee of One Hundred Five Thousand Three Hundred Fifty-Two dollars (\$105,352.00) plus reimbursables.

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Fifteen percent (15%). See Exhibit 'B' – Reimbursables attached.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty-One (31) days after the invoice date shall bear interest from the date payment is due at the legal prevailing rate per annum , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twelve (12) months of the date of this Agreement through no fault of the Architect. Additional Expenses per Exhibit 'A' – Hourly Rates attached.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Scope of Services to replace jail housing railings to include:

- Cell hardening (one cell)
 - o Remove existing jail housing railings.
 - o Add metal guard railings to ceiling along mezzanine edge.
 - o Add polycarbonate railing at stair edges.
 - o Relocate cameras as necessary.
- Site visits
 - o Design meetings include one in person and two virtual meetings.
 - o Construction Administration includes two construction observation visits per phase to review progress and one visit to perform the punchlist at the conclusion of construction.

Architects scope of work excludes:

- Hazardous materials testing and abatement
- LEED design services including LEED certification
- Cost estimating

Exhibits

- o Exhibit 'A' – Hourly Rates, dated January 1, 2025.
- o Exhibit 'B' – Reimbursable Expenses, dated January 1, 2025.

- o Certificates of Insurance – Auto, General Commercial, Errors & Omissions and Umbrella Liability
- o Certificate of Insurance – Worker Compensation

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



OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Scott W. Fettig, President

(Printed name, title, and license number, if required)

Init.

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User Notes:

(1668235892)

Additions and Deletions Report for

AIA® Document B105® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:44:58 ET on 04/09/2025.

PAGE 1

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The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. ~~The initial payment shall be credited to the final invoice.~~

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ~~percent (—%)~~Fifteen percent (15%). See Exhibit 'B' – Reimbursables attached.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty-One (31) days after the invoice date shall bear interest from the date payment is due at the ~~rate of —percent (—%)~~legal prevailing rate per annum, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

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PAGE 4

Scott W. Fettig, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:44:58 ET on 04/09/2025 under Order No. 2114443443 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

04/05/2025

(Dated)



Exhibit 'A'

HOURLY RATES January 1, 2025

CEO/President	\$ 250/hour
Principal Architect	\$ 225/hour
Director of Design	\$ 200/hour
Senior Project Manager	\$ 200/hour
Project Manager 2	\$ 190/hour
Project Manager 1	\$ 180/hour
BIM 360 Manager	\$ 180/hour
Senior Project Architect	\$ 180/hour
Project Architect/Architect 3	\$ 160/hour
Senior Architectural Designer	\$ 150/hour
Design Staff 3	\$ 150/hour
Project Coordinator/Job Captain	\$ 140/hour
Project Designer	\$ 140/hour
Architect 2	\$ 140/hour
Architectural Staff 2	\$ 130/hour
Document Coordinator	\$ 130/hour
Project Captain	\$ 130/hour
Architect 1	\$ 120/hour
Technical Coordinator	\$ 120/hour
Architectural Staff 1	\$ 110/hour
Business/Administration Manager	\$ 110/hour
Intern 3	\$ 100/hour
Intern 2	\$ 90/hour
Intern 1	\$ 80/hour
Student Intern	\$ 70/hour

(Note: This schedule is subject to annual adjustments by KMA.)



Exhibit 'B'

REIMBURSABLE EXPENSES

January 1, 2025

- In-House Reproduction:

-- Black & White Copies	8-1/2 x 11	\$ 0.15
-- Black & White Copies	11 x 17	0.30
-- Black & White Copies	12 x 18	1.00
-- Color Copy	8-1/2 x 11	1.00
-- Color Copy	11 x 17	2.00
-- Color Copy	12 x 18	2.00
-- Black & White Prints	15 x 21	1.00
-- Black & White Prints	24 x 36	2.00
-- Black & White Prints	30 x 42	3.00
-- Scanned Images	15 x 21	1.00
-- Scanned Images	24 x 36	1.50
-- Scanned Images	30 x 42	2.00

- Miscellaneous Expenses:

-- Mileage	\$.70/mile
-- Teleconferences	cost
-- Long Distance Calls/Faxes	cost
-- Courier, UPS, FedEx, postage	cost
-- Outsourced reproduction services	cost
-- Consultants' expenses	cost
-- Lodging	cost
-- Meals	cost
-- Fees/Permits	cost
-- Airfare	cost
-- Transportation (bus, taxi, shuttle)	cost

(Note: This schedule is subject to annual adjustments by KMA.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2025

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

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

PRODUCER Insurance Brokers of MN, Inc. 13654 Van Buren St NE Suite 300 Ham Lake MN 55304	CONTACT NAME: Natalie Hollinger PHONE (A/C, No, Ext): (763) 784-0143 FAX (A/C, No): (763) 298-9210 E-MAIL ADDRESS: n.hollinger@insurancebrokersmn.com																					
INSURED KLEIN MCCARTHY & CO LTD 6465 WAYZATA BLVD SUITE 410 ST. LOUIS PARK MN 55426	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Citizens Insurance Company of America</td><td>31534</td></tr><tr><td>INSURER B:</td><td>Allmerica Financial Benefit</td><td>41840</td></tr><tr><td>INSURER C:</td><td>Beazley Insurance Company</td><td>37540</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Citizens Insurance Company of America	31534	INSURER B:	Allmerica Financial Benefit	41840	INSURER C:	Beazley Insurance Company	37540	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 24/25 & 25/26**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 checked="" type="checkbox"/> LOC OTHER:			OBXH529072	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWXH529074	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured CSL \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			OBXH529072	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Errors & Omissions- Retroactive date: Full Prior. Deductible \$50,000			C1F480240801	08/01/2024	08/01/2025	Per Claim \$2,000,000 General Aggregate \$4,000,000

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

ARCHITECTS. Certificate Holder is listed as Additional Insured on the General Liability and Auto when required by contract using Hanover(Citizens) forms 391-1006 and 461-0155.

CERTIFICATE HOLDER**CANCELLATION**

Goodhue County 509 West 5th Street Red Wing MN 55066	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1175910

DATE (MM/DD/YYYY)

04/09/2025

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

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

PRODUCER LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: PHONE (A/C, No, Ext): 888-828-8365 FAX (A/C, No): E-MAIL ADDRESS: insperitycerts@locktonaffinity.com
INSURED KLEIN MCCARTHY & CO. LTD. ARCHITECTS 6465 WAYZATA BLVD STE 410 SAINT LOUIS PARK, MN 55426-1721	INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Insurance Company of North America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 43575

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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	C72290598	10/01/2024	10/01/2025	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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