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: June 2, 2026, County Board Meeting – CONSENT AGENDA

Award 2026 Law Enforcement Center, Adult Detention Center and Justice Center Exterior Restoration

Date: May 27, 2026

Summary

It is requested that the County Board award the LEC/ADC/JUS Exterior Restoration contract to the lowest responsible bidder.

Background

Bids for the LEC/ADC/JUS Exterior Restoration were opened on May 14, 2026. The contract includes all exterior masonry mortaring/grouting, joint sealants, cleaning, painting and sealing. Seven bids were received. The proposal submitted by Restoration Systems Inc. was withdrawn by the contractor because it did not include all scope-of-work requirements, and they could not meet the project specifications as issued.

The estimated budget based on the project assessment & specifications was $830,147.00. Funding is identified for this project in the 2026 Facilities Maintenance Capital Plan: BRICK TUCKPOINTING & CAULKING, LINTEL RE-PAINTING, FACILITIES ASSESSMENTS & FACILITIES MAINT & UPKEEP.

Recommendation

The Construction Manager and staff have reviewed proposals and qualified the lowest responsible bid. Recommendation is to award the contract to Acme Tuckpointing & Restoration of St. Paul, MN with the lowest bid of $709,140.00.

Bid Tabulation

- *Restoration Systems Inc.* ~~*$499,926.00*~~ *- Withdrawn by contractor*
- Acme Tuckpointing & Restoration $709,140.00
- American Masonry Restoration $876.000.00
- Mid-Continental Restoration $915,100.00
- Building Restoration Corporation $942,012.00
- Advanced Masonry Restoration $1,041,000.00
- Innovative Masonry Restoration, LLC $1,044,000.00

Project Summary	
Estimated project budget	$ 830,147.00
Architectural Specifications/Construction Management	$ (62,300.00)
LEC/ADC/JUS Exterior Restoration Contract	$ (709,140.00)
Below estimated project budget	$ 58,707.00

cgi contegritygroup INC.

Construction Management

May 26, 2026

TO: Goodhue County Board of Commissioners

RE: Law Enforcement Center, Adult Detention Center and Justice Center Exterior Restoration Project

Low Qualified Bids:

- On May 14th, 2026, seven bids were received and publicly opened for the LEC / ADC and JC Exterior Restoration Project. (see attached bid tab)
- Restoration Systems LLC: This company had a very low bid comparatively, thus during subsequent conversations, an error was discovered in their bid take-off and would like to withdraw their bid. (see attached letter)
- Acme Tuckpointing & Restoration: Conversations were conducted with both the project manager and owner of Acme Tuckpointing and Restoration. They approached this project very competitively and are comfortable with the scope defined within the contract documents.

Summary:

- The work involves approximately 6,500 SF of tuckpointing, flashing replacement, and replacement of joint sealants throughout. Also included is brick cleaning and sealing, washing of the EIFS located on the roof, and painting of the exterior steel elements.
- Estimated Amount: $830,147.00 (see attached estimate)
- Lowest Qualified Bid: Acme Tuckpointing & Restoration $709,140.00
- Recommendation: Award the contract to Acme Tuckpointing & Restoration, the lowest responsive bid for $709,140.00

In closing, to drive competition, we aggressively marketed this project and were very pleased with the number of bidders that bid for the project. Our history has proven that the more bidders we can attract to a project the better the results, thus providing savings for the county. With a project of this nature, it would be prudent to carry a contingency amount within the overall project budget for any potential changes that may surface.

Thanks again for your consideration.

Sincerely,

Pete Filippi

contegritygroup

GOODHUE COUNTY LAW ENFORCEMENT CENTER, ADULT DETENTION CENTER AND JUSTICE CENTER EXTERIOR BUILDING RESTORATION - BID TAB
MAY 14, 2026 2:00 pm

	Bid Sec	Add	BASE BID
CATEGORY 1 - TUCKPOINTING AND EXTERIOR BUILDING RESTORATION			
Restoration Systems LLC	x	1,2,3	$499,926.00
Acme Tuckpointing & Restoration	x	1,2,3	$709,140.00
American Masonry Restoration	x	1,2,3	$876,000.00
Mid-Continental Restoration Company, Inc.	x	1,2,3	$915,100.00
Building Restoration Corporation	x	1,2,3	$942,012.00
Advanced Masonry Restoration, Inc.	x	1,2,3	$1,041,989.00
Innovative Masonry Restoration LLC	x	1,2,3	$1,044,000.00

Goodhue County Facility Assessments

Probable Cost Assessment Update

KMA Study Date: 4-1-25 | Update: 5-27-25 | Project Grouping Update: 6-12-25
Update Rev. Mtg. 6-18-25

cgi contegritygroup | Construction Management

			Quantity		Unit of Measure	Unit Cost	ORIGINAL PROBABLE COST TOTALS
Law Enforcement Center / Jail - Combined Projects							
A1	**Jail / LEC**	**Exterior Envelope**					***Total of Work Scope Identified Below***
	A1.a	Tuckpoint brick along the perimeter of the building (1032 lf x 3' x 5%)	3,250		SF	60.00	195,000.00
	A1.a.1	Additional tuck pointing above perimeter (3% of total wall area of 39,269 SF)	1,178		SF	60.00	70,680.00
	A1.b	Replace brick cavity wall weeps	1		LS	15,000.00	15,000.00
	A1.c	Seal around all brick penetrations; hose bibbs, vent pipes, louvers etc.	1,200		LF	8.25	9,900.00
	A1.d	Window sealant replacement.	4,266		LF	8.25	35,194.50
	A1.e	Replace brick joint sealant. (Control Joints)	3,476		LF	8.25	28,677.00
	A1.f	Replace stone cladding near south staff entrance retaining wall.	1		LS	1,500.00	1,500.00
	A1.g	Clean EFIS walls near rooftop equipment.	4,071		SF	3.00	12,213.00
	A1.h	Clean and seal brick (CGI added as recommendation)	39,269		SF	3.00	117,807.00
Justice Center							
A1		**Exterior Envelope**					***Total of Work Scope Identified Below***
	A1.a	Tuckpoint brick along the perimeter of the building (540 lf x 2' x 5%)	1,134		SF	60.00	68,040.00
	A1.b	Tuckpoint brick below windows.	1,800		SF	60.00	108,000.00
	A1.c	Repair brick mortar joints near the public entrance.	1		Allowance	5,000.00	5,000.00
	A1.d	Replace brick cavity wall weeps	1		LS	15,000.00	15,000.00
	A1.e	Seal around all brick penetrations - Allowance Carried	1,200		LF	8.25	9,900.00
	A1.f	Window sealant replacement.	4,701		SF	8.25	38,783.25
	A1.g	Replace brick joint sealant. (Control Joints)	2,093		LF	8.25	17,267.25
	A1.h	Repair conduit at grade. (1 guy 4hrs x 70 =280.00)	4		HRS	70.00	280.00
	A1.i	Replace cast stone at grade near employee entrance. (assumed on NW side of building)	29		LF	250.00	7,250.00
	A1.n	Repair roof leaking at Garage addition to Justice Center.	1		LS	5,000.00	5,000.00
		Additional Items Not In Original Survey					
		1. Louvers		252	SF	60.00	15,120.00
		2. Soilder Course		54	SF	60.00	3,240.00
		3. Jail Railing		75	SF	60.00	4,500.00
		4. Exterior Steel Painting	1		LS	46,795.00	46,795.00
						TOTAL	**830,147.00**

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Second day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

Goodhue County
509 W 5th St
Red Wing MN 55066

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

Acme Tuckpointing & Restoration Company
849 Western Ave N
St. Paul MN 55117

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

Goodhue County Law Enforcement Center (LEC), Adult Detention Center (ADC) and Justice Center (JC) Exterior Building Restoration
430 W 6th St and 454 W 6th St
Red Wing MN 55066

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

Contegrity Group, Inc.
101 1st St. SE
Little Falls MN 56345

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

Klein McCarthy Architects
6465 Wayzata Blvd, Suite 410
St. Louis Park MN 55426

The Owner and Contractor agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

BID CATEGORY 1: TUCKPOINTING AND EXTERIOR BUILDING RESTORATION (As identified in the Bid Categories Section 00 0300)

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

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

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

In Accordance with the Construction Schedule – Section 01 3216 and the General Conditions Article 3.10

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

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

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§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

In Accordance with the Construction Schedule – Section 01 3216 and the General Conditions Article 3.10

.

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[**X**] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be **Seven Hundred Nine Thousand One Hundred Forty Dollars and Zero Cents ($709,140.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NA	

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

Item	Price	Conditions for Acceptance

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

Item	Price
NA	

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

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price A: Joint Sealants – Remove and Replace Sealants	LF	$8.00
Unit Price B: Tuckpointing – Remove and Replace Mortar	SF	$13.00

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

Original Application for Payment must be received at the home office of the construction manager:
Contegrity Group, Inc. **ON OR BEFORE THE LAST DAY** of the month

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager **ON OR BEFORE THE LAST DAY** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than 35 days from date due. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty-Five (65) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

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

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

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

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.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

(Paragraphs deleted)

§ 5.1.4.6 Subcontractor and Assignment

This contract shall strictly comply with Minn. Stat. 471.425. The Contractor shall pay the subcontractors for undisputed services provided by them within 10 days of receiving payment from the Owner. Contractor shall pay interest of 1-1/2 percent per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, Contractor shall pay the actual penalty due to the subcontractor.

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

NA

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

Per MN Statute 337.10 – Building & Construction contracts

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

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

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Reference Section 01 2900 Payment Procedures, Section 01 3300 Submittals and Section 01 7700 Closeout Procedures and the General Conditions of the Contract.

(Paragraphs deleted)

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[X] Litigation in a court of competent jurisdiction.

[ ] Other: *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

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(Paragraphs deleted)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

Tim Redepenning, Facilities Maintenance Director
509 W 5th St
Red Wing MN 55066

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

Brian Norelius
849 Western Ave N
St. Paul MN 55117

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

See Section 00 0800 Supplementary Conditions

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

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§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

(Paragraph deleted)

.4 Supplemental General Conditions

.5 Drawings

Number	Title	Date
See Index of Drawings	Goodhue County Law Enforcement Center, Adult Detention Center and Justice Center Exterior Building Restoration	4/17/2026

.6 Specifications

Section	Title	Date	Pages
See Project Manual	Goodhue County Law Enforcement Center (LEC), Adult Detention Center (ADC) and Justice Center (JC) Exterior Building Restoration	4/17/2026	104

.7 Addenda, if any:

Number	Date	Pages
Addendum 1	May 5, 2026	4
Addendum 2	May 7, 2026	3
Addendum 3	May 11, 2026	4

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

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages
00 0500	Standard Form of Agreement AIA A132	4/17/2026	1
00 0610	Performance and Payment Bonds	4/17/2026	1
00 0700	General Conditions of the Contract	4/17/2026	1
00 0700A	General Conditions of the Contract AIA A232	4/15/2026	36
00 0800	Supplementary Conditions	4/17/2026	8

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Section 00 0113 Advertisement for Bids
Section 00 0213 Instructions to Bidders
Section 00 0213A Instructions to Bidders AIA A701
Section 00 0250 Supplementary Instructions to Bidders
Section 00 0300 Bid Categories
Section 00 0410 Bid Form
Section 00 0430 Bid Form Supplements
Section 00 0430A Bid Security Form AIA A310

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

OWNER *(Signature)*

Susan Betcher, County Board Chair
(Printed name and title)

CONTRACTOR *(Signature)*

Brian Norelius, President
(Printed name and title)

ATTEST*(Signature)*

Scott Arneson, County Administrator
(Printed name and title)

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AIA® Document A132® – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Second day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

Goodhue County Law Enforcement Center, Adult Detention Center and Justice Center Exterior Building Restoration
454 W 6th St and 430 W 6th St
Red Wing MN 55066

THE OWNER:
(Name, legal status, and address)

Goodhue County
509 W 5th St
Red Wing MN 55066

THE CONTRACTOR:
(Name, legal status, and address)

Acme Tuckpointing & Restoration Company
849 Western Ave N
St. Paul MN 55117

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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

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

This document is intended to be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policy to be secured ahead of construction starting on site. A copy will be posted to an electronic submittal platform for reference.

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(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificate to list Owner as the certificate holder and will show the Owner, Architect and Construction Manager as an additional insured on the Contractor's Commercial General Liability, Auto and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage (Reference Project Manual I, Section 00 7300)

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Products and Completed Operations Insurance shall be maintained for a minimum of two (2) years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Five Hundred Thousand ($1,500,000.00) each occurrence, Three Million ($3,000,000.00) general aggregate, and Three Million ($3,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal injury and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations;
- **.5** policy shall include explosion, collapse, underground, and independent contractors protective; and
- **.6** the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Five Hundred Thousand ($1,500,000.00) per accident, Three Million ($3,000,000.00) aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand ($500,000.00) each accident, Five Hundred Thousand ($500,000.00) each employee, and Five Hundred Thousand ($500,000.00) policy limit.

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	Shall be equal to one hundred percent (100%) of the contract sum
Performance Bond	Shall be equal to one hundred percent (100%) of the contract sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. **Original Performance and Payment Bonds are to be mailed to Contegrity Group, Inc.**

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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