



Committee of the Whole  
Wednesday, January 3, 2018 - 4:15 PM  
City Council Chambers

#### **1. BUILDING RELOCATION REQUEST- 5337 ZAHARIA DRIVE**

The building to be moved is a 2015 year built 1643 square foot single family residence. The home is a 4 bedroom, 2 bathroom dwelling with asphalt shingled roof, wood frame construction, and exterior vinyl siding. The structure currently has an attached garage that will be moved to the new location.

**It is recommended the Committee and Council approve the relocation of the single family residence, from 1111 5th Ave SW, Minot ND, 58701 also known as Kittlesons S/D Port N ½ SW Sec 23-155-83 West 60 Lot 3, to 5337 Zaharia Drive, Minot, ND 58701, also known as Kopper Sunrise 2nd Addition Lot 11 Block 1 S4-154-82 Sunde-S10, subject to conditions.**

Documents:

[Memo to City Council.pdf](#)  
[Property Owners Letter - Thurn.pdf](#)  
[Inspectors Report - Thurn.pdf](#)  
[Assessors Report -Thurn.pdf](#)

#### **2. CHANGE TO NORTH AND WEST BUS ROUTES**

The current transit route system was established in August 2016. After over a year of operating the new routes we are making these two minor changes to eliminate duplication of service along University Avenue and expand the area served by the North Route to provide a better service to the community.

**It is recommended the City Council approve the proposed change to the North and West city transit routes so that the North Route use 11th Ave NW on its return route to the City Auditorium instead of University Avenue and that the West Route continue north on 16th St. NW to University Avenue instead of turning east on 7th Ave NW.**

Documents:

[MTC for 2018 route changes.pdf](#)

#### **3. REQUEST INCREASE OF BUS ADVERTISING RATES**

The current advertising rates were put into place when Minot City Transit buses were operating 8 hours a day Monday through Friday. The new transit routes and hours implemented in 2016 now provide service 12 hours a day Monday through Friday. With

the increase in operating hours, advertisers are now getting 50% more exposure to their ads than they were when the current rates were approved. Staff is requesting a modest 30% increase in rates for the additional advertising exposure now provided.

**It is recommended the City Council approve the proposed increase in rates for advertising on Minot City Transit vehicles. The current and proposed rates are attached for review.**

Documents:

[MTC for Transit Advertising Rate Increase.pdf](#)

#### **4. FINAL PAYMENT – SOUTH HILL STORM SEWER IMPROVEMENTS (4135)**

The City has been working with the developer of the Park South project for the past couple years. This portion of the project consisted of the developer constructing a storm water detention pond and pump station on a piece of City owned property. The developer received a State CDBG grant for the project, but the funds needed to be administered by a government entity. Apex Engineering designed the project and Ackerman Engineering performed the construction administration. The project was bid in August of 2016. The electrical portion of the bid was awarded to Fusion Automation and the general construction was awarded to Strata Corporation. Strata and Fusion have completed all remaining items for their respective contracts for the project.

**It is recommended the City Council approve the final payments in the amounts of \$7,198.27 to be paid to Fusion Automation and \$150,430.00 to be paid to Strata Corporation for the South Hill Storm Sewer Improvements.**

Documents:

[4135 - Memo to council - final payment.pdf](#)

[4135 - Fusion final payment.pdf](#)

[4135 - Strata final payment.pdf](#)

#### **5. FINAL PAYMENT – WATER PLANT HMGP PROJECT (PROJECT NUMBER 3673)**

The City has been constructing the flood protection for the water plant and NAWS pump station under a grant award from FEMA and the NDDDES, with a local cost share of 15%. This project was the result of a grant application for Hazard Mitigation Grant Funds through FEMA, which provides flood protection to the 2011 event for the City of Minot's Water Treatment Facility and the NAWS high service pump station. Wagner construction has completed the final punch list of items and the project is ready to be closed out.

**It is recommended the City Council approve the final payment in the amount of \$575,576.69 to be paid to Wagner Construction Company for the Water Plant HMGP Project.**

Documents:

[3673 - Memo to council - final payment.pdf](#)

[3673 pay estimate 17 final.pdf](#)

[3673 final change order 7.pdf](#)

[3673 payment waiver and release of claims documents.pdf](#)

**6. US 83 BYPASS 4 LANE PROJECT COST PARTICIPATION AND MAINTENANCE AGREEMENT AMENDMENT (4040)**

As part of the US 83 Bypass 4 Lane project, 21st Ave intersection was upgraded, a signal installed, and 21st Ave was extended west to 30th Ave NW. An existing Cost Participation and Maintenance agreement (CPM) with the NDDOT is signed and in place for this project. In the existing agreement, the maintenance responsibilities were inadvertently omitted from the agreement. This amendment specified the maintenance responsibilities of each agency.

- 1. Recommend approval of the Cost Participation and Maintenance Agreement Amendment with the NDDOT for the US 83 Bypass 4 Lane Project; and**
- 2. Authorize the Mayor to sign the agreement**

Documents:

[4040 - CPM Amendment Memo.docx](#)  
[Amendment to CPM for SOIB-CPU-TRP-4-083\(130\)920.pdf](#)

**7. REQUEST APPROVAL TO PURCHASE POLICE PATROL VEHICLES ON STATE BID (PD0143)**

The police department specifications for police vehicles are almost identical to the state specifications for patrol vehicles. Nelson Auto Center in Fergus Falls, MN has the contract for 2018 and has supplied the patrol vehicles to the state and police department since 2015. The police department has been authorized to purchase four (4) all-wheel drive police patrol vehicles in the 2018 capital purchases budget and are requesting authorization to purchase them on State Contract Pricing.

- 1. Recommend approval to purchase police patrol vehicles on the State Bid contract as authorized by City Ordinance Sec. 2-134(d);**
- 2. Recommend the City Council pass an ordinance amending the 2018 annual budget to increase Equipment capital expenditures**

Documents:

[Council Memo \(2018\).docx](#)  
[State Bid\\_Contract.pdf](#)  
[MinotPD Quotes 122017 \(Utility and Sedan\).pdf](#)  
[2018 BA - PD Vehicles 2018.pdf](#)

**8. 4071 - 36TH AVE NW EXTENSION TO BROADWAY FINAL PAYMENT MEMO**

Prior to this project, 36th Avenue NW ended 700 feet east of 8th Street NW and did not connect to Broadway. This project extended a new asphalt roadway, a 10' shared use path, sanitary sewer, water main, storm sewer and street lighting infrastructure to Broadway. In addition, traffic signals were installed at the intersection of 36th Avenue NW and Broadway.

**Recommend Council approve the final payment of \$344,384.74 be paid to Keller Paving and Landscaping for 36th Ave NW Extension to Broadway.**

Documents:

[4071 - 36th Avenue NW Extension to Broadway Final Payment Memo with Documents.pdf](#)

**9. 4245 - 2017 SIDEWALK, CURB AND GUTTER FINAL PAYMENT**

This is the annual maintenance project to repair portions of sidewalk, curb and gutter that are within the right of way and deemed a safety issue. This year's project is broken into two units, Unit 1 and Unit 2 respectively.

Each year the City Council sets aside \$120,000 for City repairs. The repair work performed in Unit 1 will be paid for with those funds.

Property Owners are notified of needed repair work and have the option to repair the sidewalk themselves, hire an independent Contractor, or have the City Contractor (JMAC) repair the sidewalk. If the property owner wishes to have the City Contractor repair the sidewalk, the costs are assessed to the property owner. The work performed in Unit 2 will be assessed to property owners or other Departments.

**It is recommended that Council approve the final payment of \$81,334.10 be paid to JMAC Resources for 2017 Sidewalk Curb, and Gutter Maintenance.**

Documents:

[4245 - 2017 Sidewalk, Curb and Gutter Final Payment Memo with Pay App.pdf](#)

#### **10. ARCHITECTS FOR AUDITORIUM FLOOR REPLACEMENT RFQ**

The Auditorium Main Arena Multi-purpose floor is 26 years old and needs to be replaced. All Recreation activities use the floor for volleyball/basketball games and practices when the Portable wood floor is not installed. The floor is also used for everyday activities/events such as concerts, weddings, auctions, etc. The existing floor is in very poor condition and has outlived its lifespan.

**Recommend approval for the Recreation/Auditorium Director to publish RFQ's for Architect Qualifications to replace the Auditorium Main Arena Multi-Purpose floor.**

Documents:

[Memo to Council - 2018 Floor Replacement.docx](#)  
[Main Arena Flooring Replacement RFQ - 2018.docx](#)

#### **11. ELECTRICAL ENGINEERING SERVICES RFQ**

The Auditorium Complex has (543) existing (T-12) light fixtures that are no longer manufactured. This project would update all remaining lights throughout the building, which have not already been replaced, with new LED lighting. Cost savings LED lighting is estimated at 60% more efficient.

**Recommend approval for the Recreation/Auditorium Director to publish RFQ's for Electrical Engineering Qualifications to replace the remaining (543) light fixtures throughout the Auditorium Complex.**

Documents:

[Memo to Council - 2018 LED Light Replacement.docx](#)  
[Auditorium Light Upgrade RFQ - 2018.docx](#)

#### **12. AWARD OF BID - LIBRARY AIR CONDITIONER/CHILLER REPLACEMENT (LIB030)**

As approved at the October, 2017 City Council meeting, the Minot Public Library will be replacing an air conditioning unit (chiller) in the early spring of 2018.

**It is recommended the Committee and Council:**

- 1. Award the bid to C&C Plumbing & Heating, L.L.P in the amount of \$71,361.00;**
- 2. Pass an ordinance amending the 2017 budget; and**
- 3. Authorize the Mayor to sign the agreement.**

Documents:

[Award of Bid MEMO.pdf](#)  
[C and C Plumbing Proposal.pdf](#)  
[2017 ba - lib030 air conditioner unit.pdf](#)

### **13. VIRTUAL SERVER ENVIRONMENT CONSOLIDATION AND UPGRADE**

The City of Minot currently has two virtual server environments comprised of hardware originally purchased in 2013. One environment contains virtual servers dedicated to City functions (application, file and database servers) and the other environment contains servers dedicated to Public Safety functions, shared by multiple agencies including Minot PD, Minot Central Dispatch and Ward Co Sheriff's Office. The hardware in both environments has reached its generally accepted end of life and should be replaced, as extended hardware maintenance is not available in 2018.

- 1. Recommend award to Dell EMC in the amount of \$221,269.11 for a Dell VxRail 4.0 E560F virtual environment.**
- 2. Recommend the Committee and Council to pass an ordinance amending the 2018 annual budget.**
- 3. Approve the use of Sales Tax – Major Projects.**

Documents:

[Memo- Bid Award VX.pdf](#)  
[2018 BA - Consolidated Virtual Environment for City New World Systems IT0014.pdf](#)

### **14. AWARD OF BID- UPS/BATTERY BACKUP FOR DATA CENTER/911 EQUIPMENT**

This single unit battery backup will replace the two smaller units at City Hall that are beyond their useful lives.

**It is recommended the Committee and Council award the bid to Main Electric in the amount of \$18,695 for an Eaton 9355-30 UPS.**

Documents:

[Memo- UPS Bid Award.pdf](#)

### **15. BUDGET AMENDMENT RECTRAC FACILITY MANAGEMENT/RECREATION LEAGUE & TOURNAMENT SOFTWARE (REC028)**

It is recommended the Committee and Council pass an ordinance to amend the 2017 annual budget to increase the recreation and auditorium Budprofessional service contracts revenue and expenditures and decrease the recreation and auditorium capital equipment revenue and expenditures for the purchase of RecTrac Facility Management /Recreation League & Tournament Software.

Documents:

[2017 BA - RecTrac Facility Management Software REC028.pdf](#)

### **16. MOUSE RIVER FIREFIGHTERS ASSOCIATION MOU**

This document is an updated version which was approved and signed by the Mayor in 2017. The bylaws for the Mouse River Firefighters Association required the entity to update their agreement each even year. This agreement will be for the years 2018 and 2019. This agreement will enter the Minot Fire Department and the other agencies as written in the document to call on in the event of a larger emergency. This defines roles, responsibilities and expectations of the agencies responding and requesting. This document was reviewed by the city attorney.

**Recommend council authorize the Mayor to sign the Mouse River Firefighters Association Mutual Aid Agreement.**

Documents:

[12-2017 Mouse river mou memo.pdf](#)  
[Minot FD Station 1\\_20171204\\_144958.pdf](#)

**17. RETIREMENT AND TRANSFER OF OWNERSHIP OF POLICE K-9**

Police K-9 handler, Titus Clouse resigned his position with the Minot Police Department in December 2017. Police K-9, Piko has been in service since 2013 and was partnered with Officer Clouse the entire time. Piko has become highly socialized with his handler and has already served over half of his projected service career, making reassignment impractical. Piko has also struggled in some areas that would make it advantageous to begin with a new K-9 in the future as opposed to retraining a different handler with Piko.

**It is recommended the City Council authorize the retirement of Police K-9 Piko, from active service and transfer ownership responsibility to Titus Clouse for the sum of \$1 pursuant to the attached sale and waiver of liability agreement, and authorize the Mayor to sign the agreement with Titus Clouse.**

Documents:

[Piko memo.pdf](#)  
[Transfer of Piko.pdf](#)

**18. SUPPER CLUB LICENSE- MI CASA SU CASA, LLC DBA MI CASA SU CASA**

The City received a request from Mi Casa Su Casa, LLC, dba Mi Casa Su Casa for a Supper Club License operating at 315 South Main Street Suite 200. The application has been submitted to the appropriate departments for approval and inspections have been conducted.

**It is recommended the Committee and Council approve the request from Mi Casa Su Casa, LLC, dba Mi Casa Su Casa for a Supper Club License operating at 315 South Main Street Suite 200 subject to approval by the Police Chief, Fire Marshall, and Building Official.**

Documents:

[Memo- Mi Casa Su Casa.pdf](#)

**19. CWSRF APPLICATION**

The utility and resulting street improvements that will take place during the MI-1 portion of the flood project are eligible costs for a loan with the ND Department of Health. This program has a favorable interest rate and will result in considerable savings in interest costs.

**It is recommended the City Council adopt the Resolution authorizing the application for CWSRF Financing and authorize the Mayor and/or the Finance Director to sign the documents.**

Documents:

[COW Jan22018CWSRF.pdf](#)

[DWSRF App.pdf](#)

[CWSRF Application MI-1.pdf](#)

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# City of Minot



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Mitch Flanagan

**DATE:** *December 18, 2017*

**SUBJECT:** **Building relocation request to 5337 Zaharia Drive**

## **I. RECOMMENDED ACTION**

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It is recommended the Committee and Council approve the relocation of the single family residence, from 1111 5<sup>th</sup> Ave SW, Minot ND, 58701 also known as Kittlesons S/D Port N ½ SW Sec 23-155-83 West 60 Lot 3, to 5337 Zaharia Drive, Minot, ND 58701, also known as Kopper Sunrise 2<sup>nd</sup> Addition Lot 11 Block 1 S4-154-82 Sundre-S10, subject to the following conditions:

1. A ten-thousand dollar completion bond must be posted with the City of Minot prior to issuance of any permits for this work.
2. An approved approach permit assigned to 5337 Zaharia Drive issued by Sundre Township.
3. Application and approval of building permits for all proposed construction.
4. An approved foundation design in compliance with City of Minot building codes.
5. If required: plumbing, electrical and HVAC systems must be brought into compliance with current code requirements of the City of Minot.
6. All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.
7. The exterior of the structure must be one consistent color arrangement of colors after relocation.
8. Applicant must obtain all necessary permits, and coordinate all relocation activities with public utilities and traffic authorities.
9. The property must be provided with proper site drainage, and must be landscaped in a manner similar to surrounding properties.

## **II. DEPARTMENT CONTACT PERSONS**

Mitch Flanagan, Building Official	857-4102
Mike Murphy, Residential Inspector	857-4102
Dan Lovelace, Property Appraiser	857-4160

## **III. DESCRIPTION**

A. Background:

The building to be moved is a 2015 year built 1643 square foot single family residence. The home is a 4 bedroom, 2 bathroom dwelling with asphalt shingled roof, wood frame construction, and exterior vinyl siding. The structure currently has an attached garage that will be moved to the new location.

**IV. IMPACT:**

This structure was purchased from the City and is located in the flood buy out area.

**V. TIME CONSTRAINTS**

All work must begin within 30 days of issuance of moving and building permits and completed within ten months of start date and generally in accordance with the following schedule:

1. Foundation complete within two months.
2. Structure relocated within four months
3. Work required for code compliance completed within six months
4. All proposed construction and final clean up completed within ten months.
5. City of Minot Zoning Ordinance, Section 23-1 states:

“All off-street parking spaces and all driveways on private property leading to such parking areas shall be all-weather hard surface material. Acceptable surfacing materials include asphalt, concrete, brick, cement pavers or similar materials installed and maintained according to industry standards.”

**VI. LIST OF ATTACHMENTS**

- A. Application for Moving a Residential Building, pictures, and site plan.
- B. Letter to homeowners within 150 feet.
- C. Letter to applicant.
- D. Map showing properties affected
- E. Inspectors reports
- F. Assessors report

Approved for Council Agenda: \_\_\_\_\_

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

# City of Minot

Inspection Department

December 18, 2017

Re: Building relocation request

Dear Property Owner:

Please be advised that this office has received a request from Justin Thurn, to relocate a single-family dwelling from 1111 5<sup>th</sup> Ave SW to **5337 Zaharia Drive** (Kopper Sunrise 2<sup>nd</sup> Addition Lot 11 Block 1). This property is zoned MH, Manufactured Home District.

The Committee of the Whole will be reviewing the request on Wednesday, January 3, 2018 at 4:15 p.m. in the City Council Chambers at City Hall. A public hearing regarding the request will be held on January 8, 2018 at 6:30 p.m., also in the City Council Chambers. If you wish to appear or give comments concerning the request, you may attend these meetings, or you may present comments to this office at 1025 31<sup>st</sup> Street SE during normal working hours.

Sincerely,

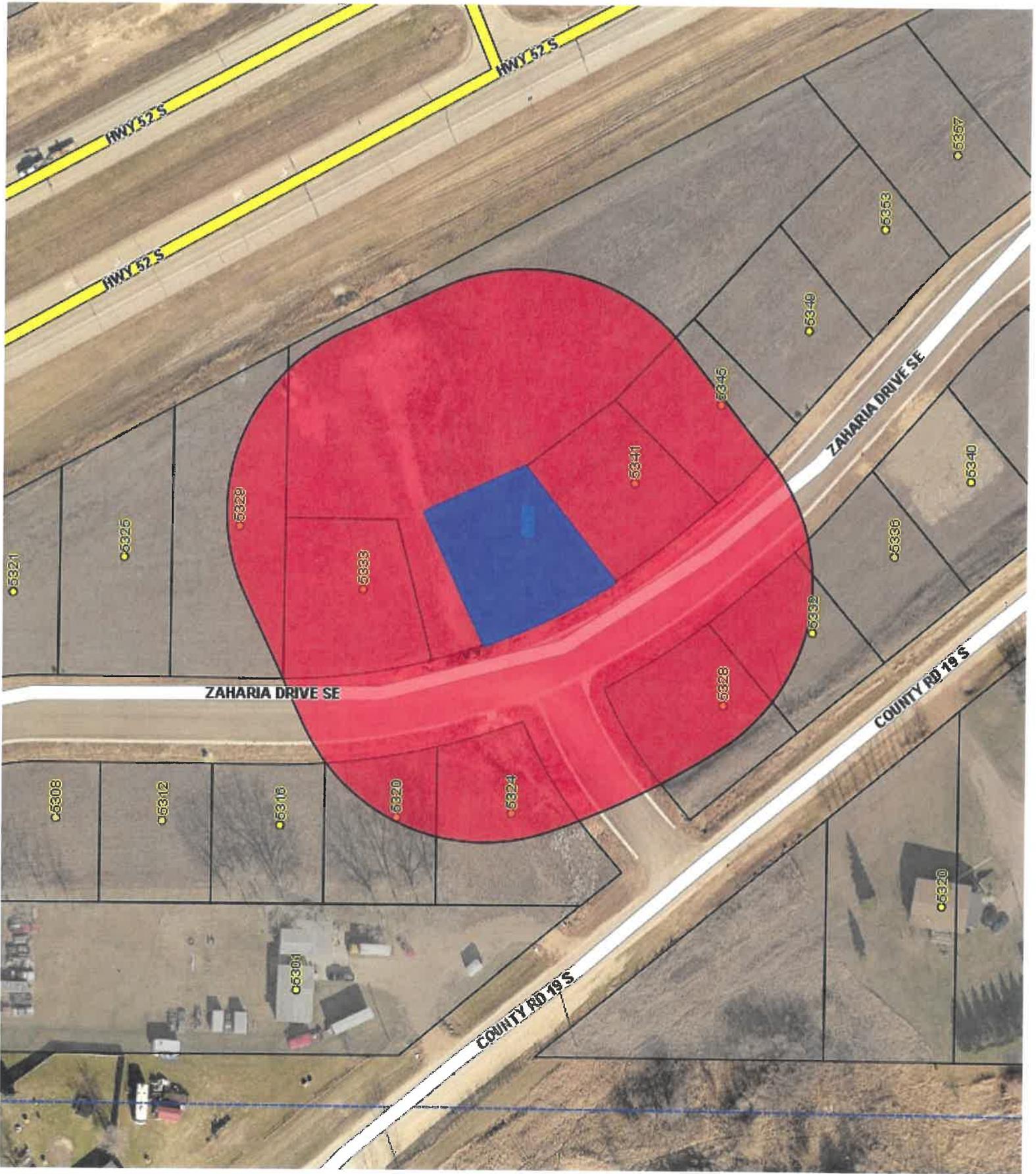


M. T. Flanagan  
Building Official

Enclosures

Certified Mail

★ The Magic City ★



HWY 52 S

HWY 52 S

HWY 52 S

5357

5353

5349

ZAHARIA DRIVE SE

5345

5341

5340

5336

5329

5333

5332

5321

5325

ZAHARIA DRIVE SE

5328

COUNTY RD 19 S

5308

5312

5316

5320

5324

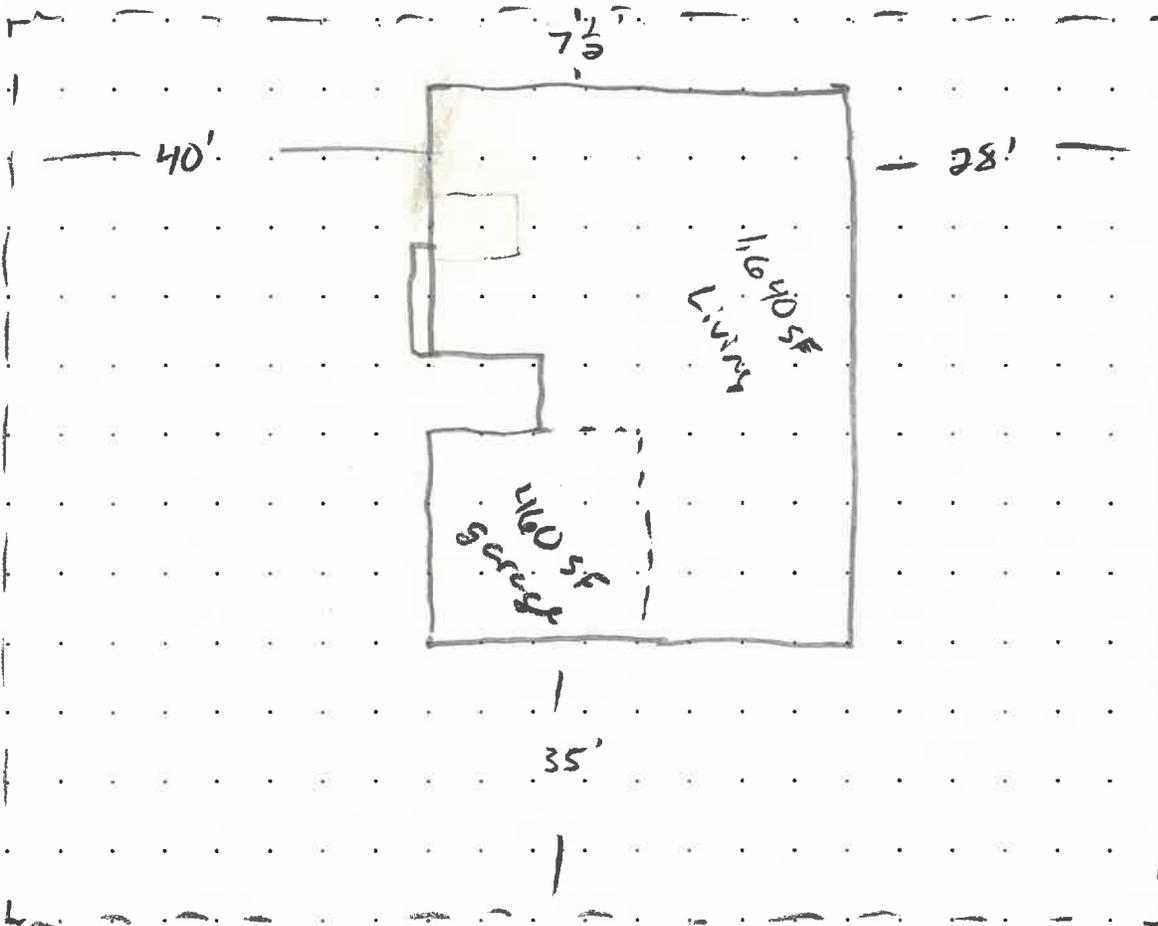
5320

5301

COUNTY RD 19 S

FOR NEW STRUCTURES AND ADDITIONS SUPPLY PLOT PLAN OF LOT  
(Show distances to new structure from property lines and existing buildings)  
FOR INTERIOR WORK SUPPLY NEW FLOOR PLAN OR DESCRIBE WORK

North



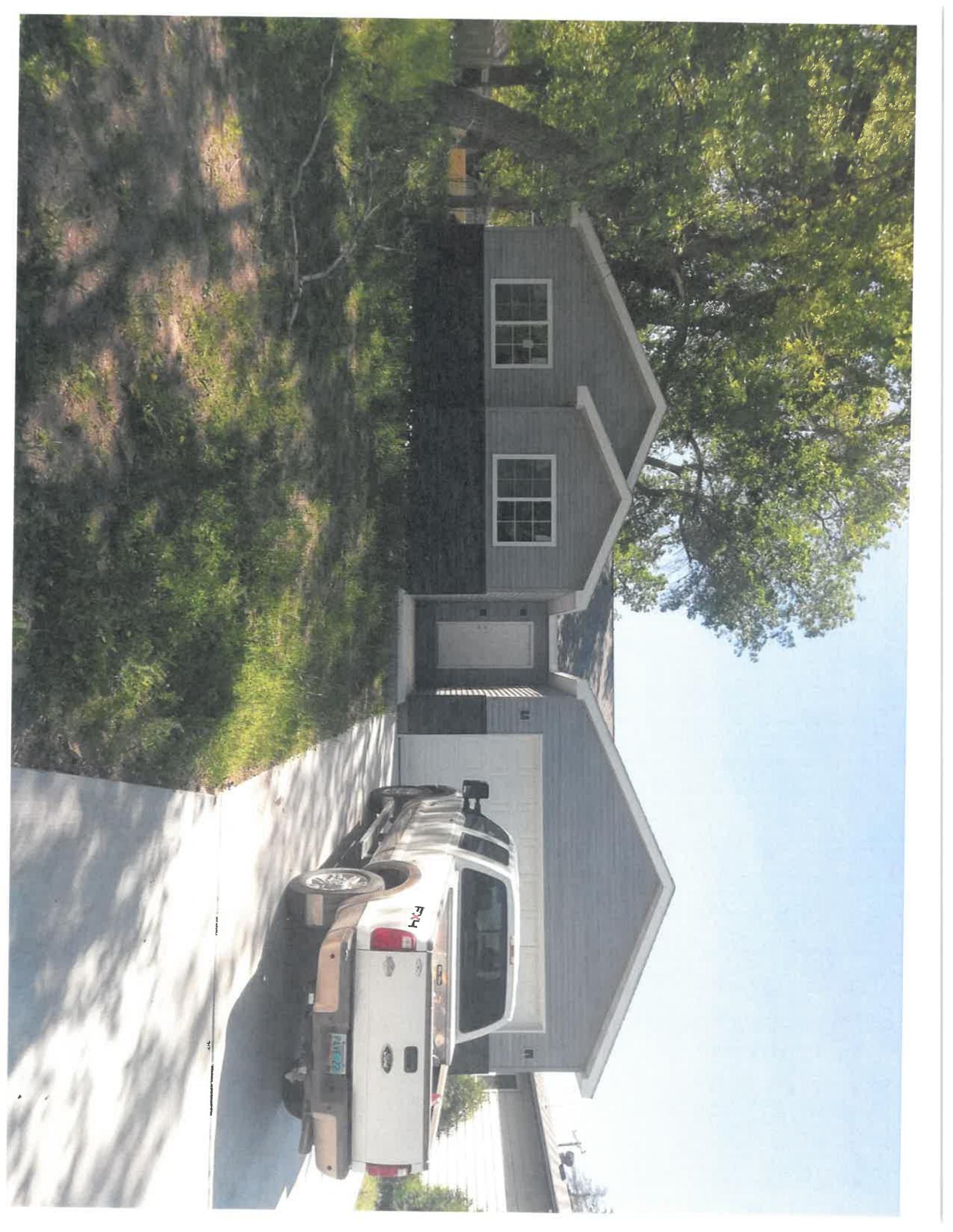
This permit creates no warranties with regard to construction or code compliance. Any inspections under this permit are for the benefit of the public and not the permit recipient, and any inspections do not create a duty to the permit recipient, the owner, or to a subsequent purchaser with regard to quality of construction or code compliance. This agreement applies to any such claim brought by any subsequent purchaser or owner of the property. I understand that I am responsible for the information shown hereon. I certify that I have investigated the location of my property lines, any easements or other restrictions on the property and the dimensions shown are accurate to the best of my knowledge.

AS PERMIT APPLICANT, I ACKNOWLEDGE THAT I HAVE BEEN MADE AWARE OF THE ABOVE STATEMENTS AND

CONDITIONS. APPLICANT SIGN *Justin [Signature]*

DATE 12/5/2017

**CERTIFICATE OF OCCUPANCY CAN NOT BE ISSUED UNTIL ALL REQUIRED INSPECTIONS  
AS SHOWN ON THE HARD CARD AS APPROVED.**





## BUILDING RELOCATION INSPECTION CHECKLIST

1025 31st Street SE Minot, ND 58701, Phone: 701-857-4102

PROPERTY LOCATION:

PROJECT NAME:

### EXTERIOR:

1. Are there signs of roof, foundation, wall and structural support failure?
2. What is the current condition of shingles and roof vents?
3. Current condition of windows, facia, and trim?
4. Current condition of siding, need repair, replacement, or paint?

### INTERIOR:

1. Are windows in all sleeping rooms egress type (820 Sq. In. Net openable area)?
2. Are smoke detectors installed and in correct location?
3. What is the size and condition of floor supports?
4. Does the building have fuses or circuit breakers and what size is the electrical panel?
5. What is the type and current condition of wiring?
6. What is the type and current condition of HVAC?

### COMMENTS:

INSPECTOR'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# City of Minot

## Assessor's Office

DATE: December 14, 2017

TO: Tom Barry, City Manager

FROM: Dan Lovelace, Property Appraiser

SUBJECT: Application from Justin Thurn to move a 2015 year built, 1643 square foot single family residence from 1111 5<sup>th</sup> Ave SW Minot, ND also known as Kittelsons S/D WEST 60' of Lot 3 to 5337 Zaharia Dr. Minot, ND also known as Kopper Sunrise 2<sup>nd</sup> Addition Block 1 Lot 11.

### DESCRIPTION

The building to be moved is a 2015 year built 1643 square foot single family residence. The home is a 4 bedroom, 2 bathroom dwelling with asphalt shingled roof, wood frame construction, and exterior vinyl siding. The structure currently has an attached garage that will be moved to the new location. The home was built in 2015 and the City of Minot purchased it in the flood buyout.

The current owner stated that the home will be placed on a new concrete basement foundation.

### RECOMMENDATION

The area that is under consideration for the moving application is 5337 Zaharia Dr. The area where the home is proposed to be moved to is a new subdivision in the 2 mile jurisdiction along Highway 52 E and is mostly comprised of empty lots. The few houses on the end of the block are similar sized homes, some with garages and some without.

On a building relocation move, ordinance requires the Assessor's office to determine if the home would currently meet 60% of its replacement cost and whether it is compatible with the neighborhood.

This single family residence was newly constructed in 2015 and therefore would currently meet 60% of its replacement cost as per Sec 9-47(b) (c) of the Minot Code of Ordinances.

It is our opinion this structure will be compatible with the existing homes in the neighborhood. The new location mostly consists of vacant lots with a couple of 1 story single family homes, most of which are recent construction.

In summary, the City of Minot Assessor's Office believes that the home would be compatible with the rest of the neighborhood. Pictures have been provided below that show the subject house as well as the other homes in the immediate area.

Therefore, the Assessor's Office recommends the move be approved to the proposed site.

Subject Proposed to be moved:



Proposed moving location:



Property directly to the West 3 lots away, opposite side of street 5340 Zaharia Dr:



Property directly to the West:



Older house to WNW on next block over:



House at the end of the street, 8 lots down, same side of street – 5305 Zaharia Dr.:



House at the end of the street, 8 lots down, opposite side of the street – 5300 Zaharia Dr:



Lots immediately adjacent to subject property:



Aerial of proposed moving location:





**TO:** Mayor Chuck Barney  
**FROM:** Dan Jonasson, Director of Public Works  
**DATE:** 12/19/2017  
**SUBJECT:** Change to North and West Bus Routes

**I. RECOMMENDED ACTION**

We are requesting that council approve the proposed change to the North and West city

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transit routes. Requesting that the North Route use 11<sup>th</sup> Ave NW on its return route to the city auditorium instead of University Avenue and that the West Route continue north on 16<sup>th</sup> St. NW to University Avenue instead of turning east on 7<sup>th</sup> Ave. NW.

**II. DEPARTMENT CONTACT PERSONS**

Dan Jonasson, Director of Public Works	857-4112
Jason Sorenson, Assistant Director of Public Works	857-4768
Brian Horinka, Vehicle Maint. /Bus Superintendent	857-4149

**III. DESCRIPTION**

A. Background

The current transit route system was established in August 2016. After over a year of operating the new routes we are making these two minor changes to eliminate duplication of service along University Avenue and expand the area served by the North Route to provide a better service to the community.

**IV. IMPACT:**

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

These minor changes will increase the route coverage on the North Route and eliminate duplication of services along University Avenue.

C. Fiscal Impact:

There will be no fiscal impact due to these changes.

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

N/A

**VII. LIST OF ATTACHMENTS**

*None*

# CURRENT MINOT CITY TRANSIT

## BUS ADVERTISING RATES

### Eldorado Transit Bus

Full side wraps \$500.00/month

This includes both sides of the bus

This option requires a one-year commitment

Approximately 8'5" x 25'6" per side

Rear of bus \$100.00/month

Approximately 13" x 70"

Single side window on bus

21" x 42" window (4 available per bus) \$50.00/month

30" x 52" window (5 available per bus) \$60.00/month

Single side under windows between wheel wells \$125.00/per month

Approximately 36" x 124"

### Dodge Entervan

Single side window on van \$50.00/per month

Sliding door windows approximately 19" x 35"

Rear side window approximately 18" x 37"

**PROPOSED 2018**  
**MINOT CITY TRANSIT**  
**BUS ADVERTISING RATES**

Eldorado Transit Bus

Full side wraps \$650.00/month

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Approximately 8'5" x 25'6" per side

Rear of bus \$130.00/month

Approximately 13" x 70"

Single side window on bus

21" x 42" window (4 available per bus) \$65.00/month

30" x 52" window (5 available per bus) \$75.00/month

Single side under windows between wheel wells \$160.00/per month

Approximately 36" x 124"

Dodge Entervan

Single side window on van \$65.00/per month

Sliding door windows approximately 19" x 35"

Rear side window approximately 18" x 37"



**TO:** Mayor Chuck Barney  
**FROM:** Dan Jonasson, Director of Public Works  
**DATE:** 12/19/2017  
**SUBJECT:** Request Increase of Bus Advertising Rates

**I. RECOMMENDED ACTION**

We are requesting that council approve the proposed increase in rates for advertising on

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Minot City Transit vehicles. The current and proposed rates are attached for review.

**II. DEPARTMENT CONTACT PERSONS**

Dan Jonasson, Director of Public Works	857-4112
Jason Sorenson, Assistant Director of Public Works	857-4768
Brian Horinka, Vehicle Maint. /Bus Superintendent	857-4149

**III. DESCRIPTION**

A. Background

The current advertising rates were put into place when Minot City Transit buses were operating 8 hours a day Monday through Friday. The new transit routes and hours implemented in 2016 now provide service 12 hours a day Monday through Friday. With the increase in operating hours, advertisers are now getting 50% more exposure to their ads than they were when the current rates were approved. We are requesting a modest 30% increase in rates for the additional advertising exposure now provided.

**IV. IMPACT:**

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

Currently if all the advertising space on transit buses is sold it creates \$21,600.00 in revenue for the city annually. If the proposed rate increase is approved it will increase the revenue to the city by 30% to \$28,080.00 annually.

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

Council's approval of the proposed advertising rate increases will allow any new advertising contracts entered into beginning in 2018 to reflect the new rates.

**VII. LIST OF ATTACHMENTS**

- A. *Current Transit Advertising Rates*
- B. *Proposed Transit Advertising Rates*

# CURRENT MINOT CITY TRANSIT

## BUS ADVERTISING RATES

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**PROPOSED 2018**  
**MINOT CITY TRANSIT**  
**BUS ADVERTISING RATES**

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This includes both sides of the bus  
This option requires a one-year commitment  
Approximately 8'5" x 25'6" per side

Rear of bus \$130.00/month

Approximately 13" x 70"

Single side window on bus

21" x 42" window (4 available per bus) \$65.00/month

30" x 52" window (5 available per bus) \$75.00/month

Single side under windows between wheel wells \$160.00/per month

Approximately 36" x 124"

Dodge Entervan

Single side window on van \$65.00/per month

Sliding door windows approximately 19" x 35"

Rear side window approximately 18" x 37"



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**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Jason Sorenson

**DATE:** December 18, 2017

**SUBJECT: FINAL PAYMENT – SOUTH HILL STORM SEWER IMPROVEMENTS  
(Project Number 4135)**

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**I. RECOMMENDED ACTION**

1. Approve the final payments in the amounts of \$7,198.27 to be paid to Fusion Automation and \$150,430.00 to be paid to Strata Corporation.

**II. DEPARTMENT CONTACT PERSONS**

Dan Jonasson, Director of Public Works 857-4140  
Jason Sorenson, Assistant Director of Public Works 857-4140

**III. DESCRIPTION**

A. Background

*The City has been working with the developer of the Park South project for the past couple years. This portion of the project consisted of the developer constructing a storm water detention pond and pump station on a piece of City owned property. The developer received a State CDBG grant for the project, but the funds needed to be administered by a government entity. Apex Engineering designed the project and Ackerman Engineering performed the construction administration. The project was bid in August of 2016. The electrical portion of the bid was awarded to Fusion Automation and the general construction was awarded to Strata Corporation. Strata and Fusion have completed all remaining items for their respective contracts for the project.*

B. Proposed Project

*N/A*

C. Consultant Selection

*N/A*

**IV. IMPACT:**

A. Strategic Impact:

*N/A*

B. Service/Delivery Impact:

NA

C. Fiscal Impact:

Project Costs

General Contractors Low Bid	\$586,280.00
Electrical Contractors Low Bid	\$47,887.00
Net Change by Change Order	\$6,500.00
Final Contract Amount	\$640,667

Project Funding

*Funding for this project came from a CDBG grant that was awarded to the developer.*

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

N/A

**VII. LIST OF ATTACHMENTS**

A. Final Payment Applications

# PAYMENT APPLICATION

TO: City of Minot

PROJECT NAME AND LOCATION: City of Minot South Hill Lift Station Industrial Template

APPLICATION # 2 - FINAL

Distribution to:

FROM: Fusion Automation Inc  
622 S. 15th Street  
Grand Forks ND 58201

ARCHITECT: City of Minot

PERIOD THRU: 11/30/2017

Owner Project #: 4135

OWNER  
 ARCHITECT Eng

DATE OF CONTRACT: 3/2/2017

CONTRACTOR

*South Hill Sports Complex St. Sewer* *4E-16081*

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached

1. CONTRACT AMOUNT

47,886.27

2. SUM OF ALL CHANGE ORDERS

0.00

3. CURRENT CONTRACT AMOUNT (Line 1 + 2)

47,887.00

4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)

47,887.00

5. RETAINAGE:

A. 0% Of Completed Work (Columns D + E on Continuation Page)

0.00

B. 0% of Material Stored (Column F on Continuation Page)

0.00

Total Retainage (Line 5a + 5b or Column I on Continuation Page)

0.00

6. TOTAL COMPLETED AND STORED LESS RETAINAGE: (Line 4 minus Line 5 Total)

47,887.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:

40,688.73

8. CURRENT PAYMENT DUE:

7,198.27

9. BALANCE TO FINISH: (Line 3 - Line 6)

0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	0.00	0.00
Total approved this month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES	0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Fusion Automation, Inc.

By: *[Signature]* Date: 11-3-2017

State of:

County of:

Subscribed and sworn to before me this

Notary Public:

My Commission Expires:

### ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: 7,198.27

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that changed to match the certified amount.)

ARCHITECT: *[Signature]* City of Minot

By: *Jeff McElwain* Date: 11-15-2017

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

APPROVED	
By: <i>[Signature]</i>	
day of	
A/C # 140100100165103170	
DESCR. P#4135	

**PAYMENT APPLICATION DETAILS**

Customer: City of Minot **4135**  
 Project: City of Minot South Hill Lift Station

Application Number: 2 - **Final**  
 For Period Ending: 11/30/2017

Item Number - Description	Schedul ed Value	Work Completed		Materials Presently Stored	Completed and Stored To Date	Total %	Balance To-Finish	Retainage Value
		From Previous Application	This Period Value					
16000 Excell	40,688.73	40,688.73	0.00	0.00	40,688.73	100.00	0.00	0.00
16210 Conduit / Wire	7,198.27	0.00	7,198.27	0.00	7,198.27	100.00	0.00	0.00
<b>TOTAL:</b>	47,887.00	40,688.73	7,198.27	0.00	47,887.00	100.00	0.00	0.00

*Sm*



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

3 FINAL

Application Period: 06/15/17 - 11/06/17	Application Date: 11/16/2017
To: CITY OF MINOT	Via (Engineer): ACKERMAN ESTVOLD 1907 17TH ST SE MINOT ND 58701
(Owner): SOUTH HILL SPORTS COMPLEX STORM SEWER IMPROVEMENTS ST IMP DIST	Contract: 216509
Owner's Contract No.: City Project # 4135	Engineer's Project No.: R16-081

Application For Payment  
Change Order Summary

Approved Change Orders	Additions	Deductions
Number		
CO#1		\$14,000.00
CO#2	\$20,500.00	
CO#3		
TOTALS	\$20,500.00	\$14,000.00
NET CHANGE BY CHANGE ORDERS	\$6,500.00	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Andrew Engeltine Date: 11/20/2017

1. ORIGINAL CONTRACT PRICE..... \$ 586,280.00
2. Net change by Change Orders..... \$ 6,500.00
3. Current Contract Price (Line 1 ± 2)..... \$ 592,780.00
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F total on Progress Estimates)..... \$ 592,780.00
5. RETAINAGE:
  - a.  Work Completed..... \$ 592,780.00
  - b.  Stored Material..... \$
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 592,780.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 442,350.00
8. AMOUNT DUE THIS APPLICATION..... \$ 150,430.00
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G total on Progress Estimates + Line 5.c above)..... \$

Payment of: \$ 150,430.00  
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature]  
(Engineer)

Payment of: \$ 150,430.00  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable)

APPROVED  
By: [Signature]  
(Date)

ATC# 14010010016503198  
(Date)

DESCR. P#4135





**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Dan Jonasson, Director of Public Works

**DATE:** December 22, 2017

**SUBJECT:** FINAL PAYMENT – WATER PLANT HMGP PROJECT (Project Number 3673)

**I. RECOMMENDED ACTION**

- 
1. Approve the final payment in the amount of \$575,576.69 to be paid to Wagner Construction Company.

**II. DEPARTMENT CONTACT PERSONS**

Dan Jonasson, Director of Public Works	857-4140
Jason Sorenson, Assistant Director of Public Works	857-4140

**III. DESCRIPTION**

A. Background

*The City has been constructing the flood protection for the water plant and NAWS pump station under a grant award from FEMA and the NDDES, with a local cost share of 15%. This project was the result of a grant application for Hazard Mitigation Grant Funds through FEMA, which provides flood protection to the 2011 event for the City of Minot's Water Treatment Facility and the NAWS high service pump station. Wagner construction has completed the final punch list of items and the project is ready to be closed out. The bid award for this project was \$24,716,528.00. The final cost after all change orders \$25,196,915.95. The stop log closure structure for phase 2(north side of river on 16<sup>th</sup> street) of the MREFPP was acquired under this contract so that it would replicate the closure structure on the south side of the river on 16<sup>th</sup> street. This added an additional \$175,698.60 and will be paid from funding from the SWC and Minot Flood sales tax. The total cost with all of the above items comes to \$25,372,614.55*

B. Proposed Project  
N/A

C. Consultant Selection  
N/A

**IV. IMPACT:**

A. Strategic Impact:  
N/A

B. Service/Delivery Impact:

NA

C. Fiscal Impact:

Project Costs

General Contractors Low Bid	\$24,716,528.00
Net Change by Change Order	(\$ 480,387.95)
16 <sup>th</sup> street road closure structure	(\$ 175,698.60)
Final Contract Amount	\$25,372,614.55

Project Funding

*Funding for this project came from FEMA, NDDES, Water cash reserves, NAWS funds(UV Treatment)*

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

N/A

**VII. LIST OF ATTACHMENTS**

- A. Final Payment Application #17
- B. Final Change Order
- C. Payment waivers/ release of claims documents



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

# Contractor's Application for Payment No. 17

To (Owner): City of Minot, ND	From (Contractor): Wagner Construction, Inc - dba Wagner Place	Application Period: 10/06/17-12/19/2017
Project: Minot WTP Flood Hazard Mitigation	Via (Engineer): Alan Kemmet Houston Engineering, Inc.	Application Date: 12/19/2017
Owner's Contract No.: 3673	Contract: 5	Engineer's Project No.: HEI-6027.029/MWH-100643
Contractor's Project No.: 15121		

### Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions	
1	\$3,998.80		
2	\$62,982.98		
3	\$14,985.00		
4	\$214,975.75		
5	\$105,424.90	\$100,160.00	
6	\$289,482.04	\$93,084.00	
7	\$346,530.56	\$189,049.48	
<b>TOTALS</b>			
NET CHANGE BY CHANGE ORDERS			\$656,086.55

1. ORIGINAL CONTRACT PRICE..... \$ 24,716,528.00
2. Net change by Change Orders..... \$ 656,086.55
3. Current Contract Price (Line 1 ± 2)..... \$ 25,372,614.55
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 25,372,614.55
5. RETAINAGE:
  - a.  10% X \$25,372,614.55 Work Completed..... \$
  - b.  10% X \_\_\_\_\_ Stored Material..... \$
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 25,372,614.55
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 24,707,037.86
8. AMOUNT DUE THIS APPLICATION..... \$ 575,576.69
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$

Note: Line Item CO7c for an additional 16th Street Closure Structure (\$175,698.60) is being purchased directly by the City of Minot outside the Hazard Mitigation Grant Program. The project total price excluding this item is \$25,196,915.95.

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date: 12/20/17
-----	----------------

Payment of:	\$ 575,576.69	(Line 8 or other - attach explanation of the other amount)
is recommended by:	<u>L. J. W. H.</u>	12/19/17 (Date)
Payment of:	\$ 575,576.69	(Line 8 or other - attach explanation of the other amount)
is approved by:		12/21/17 (Date)
Approved by:	<u>140,000.165.03-80</u>	(Date)
	Funding or Financing Entity (if applicable)	
	P 3673.0	

**Progress Estimate - Unit Price Work**

**Contractor's Application**

A		B			C			D			E			F		
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed this Period	Value of Work Installed this Period	Estimated Quantity Installed to Date	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)				
		Item Quantity	Units	Unit Price									Total Value of Item (\$)			
A.	Mobilization, Demobilization, Bonds, Insurance	LS	1	\$2,362,000.00		1	\$2,362,000.00		\$2,362,000.00	100.0%						
B.	Demolition	LS	1	\$625,000.00		1	\$625,000.00		\$625,000.00	100.0%						
C.	Traffic Control and Staging	LS	1	\$270,000.00		1	\$270,000.00		\$270,000.00	100.0%						
D.	Erosion Control	LS	1	\$50,000.00		1	\$50,000.00		\$50,000.00	100.0%						
E.	Dewatering	SY/D		\$20.00												
F.	Electrical Site Work	LS	1	\$1,900,000.00		1	\$1,900,000.00		\$1,900,000.00	100.0%						
G.	Miss WTP Site															
1	Topsoil Stripping -12"	CY	1412	\$10.00		1412	\$14,120.00		\$14,120.00	100.0%						
2	Topsoil Placement-6"	CY	5297	\$20.00		5297	\$105,940.00		\$105,940.00	100.0%						
3	Site Piping															
a.	3" DB, 18C-900PVC Water Main	LF	34	\$141.00		34	\$4,794.00		\$4,794.00	100.0%						
b.	12" DR18-C900 RJ PVC Water Main	LF	115	\$157.00		115	\$18,055.00		\$18,055.00	100.0%						
c.	14" Class 52 RJ DI Water Main	LF	165	\$231.00		165	\$38,115.00		\$38,115.00	100.0%						
d.	16" Class 52 RJ DI Water Main	LF	222	\$243.00		222	\$53,946.00		\$53,946.00	100.0%						
e.	18" Class 51 RJ DI Water Main	LF	211	\$261.00		211	\$55,071.00		\$55,071.00	100.0%						
f.	18" Class 51 RJ DI Dual Inlet Supply Piping w/concrete encasement	LS	1	\$25,000.00		1	\$25,000.00		\$25,000.00	100.0%						
g.	24" Class 51 RJ DI Water Main	LF	666	\$307.00		666	\$204,462.00		\$204,462.00	100.0%						
h.	30" Class 51 RJ DI Water Main	LF	44	\$377.00		44	\$16,588.00		\$16,588.00	100.0%						
i.	36" Class 51 RJ DI Water Main	LF	1404	\$450.00		1404	\$631,800.00		\$631,800.00	100.0%						
4	Gate Valves															
a.	12"	EA	4	\$5,500.00		4	\$22,000.00		\$22,000.00	100.0%						
b.	16"	EA	2	\$10,000.00		2	\$20,000.00		\$20,000.00	100.0%						
c.	18"	EA	2	\$19,000.00		2	\$38,000.00		\$38,000.00	100.0%						
5	DI Fitting															
a.	12"	EA	7	\$2,100.00		7	\$14,700.00		\$14,700.00	100.0%						
b.	14"	EA	3	\$2,000.00		3	\$6,000.00		\$6,000.00	100.0%						
c.	16"	EA	10	\$4,100.00		10	\$41,000.00		\$41,000.00	100.0%						
d.	18"	EA	4	\$7,400.00		4	\$29,600.00		\$29,600.00	100.0%						
e.	24"	EA	12	\$7,800.00		12	\$93,600.00		\$93,600.00	100.0%						
f.	30"	EA	3	\$7,700.00		3	\$23,100.00		\$23,100.00	100.0%						
g.	36"	EA	15	\$11,300.00		15	\$169,500.00		\$169,500.00	100.0%						
6	Connection to Existing System															
a.	3"	EA	1	\$4,200.00		1	\$4,200.00		\$4,200.00	100.0%						
b.	6"	EA	1	\$5,000.00		1	\$5,000.00		\$5,000.00	100.0%						
c.	12"	EA	2	\$5,500.00		2	\$11,000.00		\$11,000.00	100.0%						
d.	14"	EA	1	\$6,000.00		1	\$6,000.00		\$6,000.00	100.0%						
e.	16"	EA	3	\$7,000.00		3	\$21,000.00		\$21,000.00	100.0%						
f.	18"	EA	2	\$8,000.00		2	\$16,000.00		\$16,000.00	100.0%						
g.	24"	EA	4	\$10,000.00		4	\$40,000.00		\$40,000.00	100.0%						
h.	30"	EA	2	\$15,000.00		2	\$30,000.00		\$30,000.00	100.0%						
i.	48"	EA	1	\$46,000.00		1	\$46,000.00		\$46,000.00	100.0%						
7	Flowwall Crossing w/Ball Joint, 2 gate valves per crossing															
a.	14"	EA	1	\$55,000.00		1	\$55,000.00		\$55,000.00	100.0%						

Progress Estimate - Unit Price Work

Contractor's Application

A		B			C			D			E			F		
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed this Period	Value of Work Installed this Period	Estimated Quantity Installed to Date	Value of Work Installed to Date	Materials Presently Stored (m.c.)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)				
		Item Quantity	Units	Unit Price									Total Value of Item (\$)			
8	Flexible Fittings	EA	1	\$212,000.00	\$212,000.00	1	\$212,000.00		\$212,000.00	100.0%						
9	42" Steel Casing bored and Jacked	EA	2	\$9,400.00	\$18,800.00	2	\$18,800.00		\$18,800.00	100.0%						
10	PVC Storm Sewer Pipe	LF	130	\$13,000.00	\$1,700,000.00	130	\$1,700,000.00		\$1,700,000.00	100.0%						
11	RCP and RCPA Storm Sewer Pipe	LF	199	\$136.00	\$27,064.00	199	\$27,064.00		\$27,064.00	100.0%						
		LF	107	\$158.00	\$16,906.00	107	\$16,906.00		\$16,906.00	100.0%						
		LF	538	\$163.00	\$87,694.00	538	\$87,694.00		\$87,694.00	100.0%						
		LF	331	\$172.00	\$56,932.00	331	\$56,932.00		\$56,932.00	100.0%						
		LF	75	\$186.00	\$13,950.00	75	\$13,950.00		\$13,950.00	100.0%						
		LF	101	\$186.00	\$18,786.00	101	\$18,786.00		\$18,786.00	100.0%						
		LF	887	\$249.00	\$220,863.00	887	\$220,863.00		\$220,863.00	100.0%						
		LF	218	\$277.00	\$60,386.00	218	\$60,386.00		\$60,386.00	100.0%						
		LF	753	\$310.00	\$233,430.00	753	\$233,430.00		\$233,430.00	100.0%						
12	59"x36" RCPA	LF	410	\$289.00	\$118,490.00	410	\$118,490.00		\$118,490.00	100.0%						
		EA	2	\$5,300.00	\$10,600.00	2	\$10,600.00		\$10,600.00	100.0%						
		EA	1	\$1,300.00	\$1,300.00	1	\$1,300.00		\$1,300.00	100.0%						
		EA	2	\$13,500.00	\$27,000.00	2	\$27,000.00		\$27,000.00	100.0%						
		EA	3	\$14,100.00	\$42,300.00	3	\$42,300.00		\$42,300.00	100.0%						
		EA	3	\$16,200.00	\$48,600.00	3	\$48,600.00		\$48,600.00	100.0%						
13	Storm Sewer Catch Basin Manholes	EA	1	\$5,900.00	\$5,900.00	1	\$5,900.00		\$5,900.00	100.0%						
		EA	4	\$6,800.00	\$27,200.00	4	\$27,200.00		\$27,200.00	100.0%						
14	Storm Sewer Double Catch Basin Manholes	EA	2	\$11,000.00	\$22,000.00	2	\$22,000.00		\$22,000.00	100.0%						
		EA	1	\$15,000.00	\$15,000.00	1	\$15,000.00		\$15,000.00	100.0%						
15	Storm Sewer Manholes w/ Inlet Casing	EA	2	\$6,000.00	\$12,000.00	2	\$12,000.00		\$12,000.00	100.0%						
		EA	1	\$14,000.00	\$14,000.00	1	\$14,000.00		\$14,000.00	100.0%						
		EA	1	\$23,000.00	\$23,000.00	1	\$23,000.00		\$23,000.00	100.0%						
16	Storm Sewer Manholes w/ Flooding Curbing	EA	1	\$15,000.00	\$15,000.00	1	\$15,000.00		\$15,000.00	100.0%						
		EA	1	\$18,000.00	\$18,000.00	1	\$18,000.00		\$18,000.00	100.0%						
		EA	1	\$19,000.00	\$19,000.00	1	\$19,000.00		\$19,000.00	100.0%						
17	Slotted Drain	LF	72	\$218.00	\$15,696.00	72	\$15,696.00		\$15,696.00	100.0%						
		LF	24	\$234.00	\$5,616.00	24	\$5,616.00		\$5,616.00	100.0%						
		LF	24	\$240.00	\$5,760.00	24	\$5,760.00		\$5,760.00	100.0%						
18	Catch Basins	EA	9	\$4,200.00	\$37,800.00	9	\$37,800.00		\$37,800.00	100.0%						

For (Contract): 5

Application Period: 10/06/17-12/19/2017

Application Number: 17

Application Date: 12/19/2017

Progress Estimate - Unit Price Work

Contractor's Application

A		B				C		D		E		F		G	
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed this Period	Value of Work Installed this Period	Estimated Quantity Installed to Date	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)		
		Item Quantity	Units	Unit Price	Total Value of Item (\$)										
19	b. 2x6'	EA	3	\$5,400.00	\$16,200.00	3	\$16,200.00	3	\$16,200.00		100.0%				
20	c. 2x8'	EA	2	\$7,500.00	\$15,000.00	2	\$15,000.00	2	\$15,000.00		100.0%				
21	Cast-in-Place STS 6	LS	1	\$100,000.00	\$100,000.00	1	\$100,000.00	1	\$100,000.00		100.0%				
	Pond Infrastructure	LS	1	\$25,000.00	\$25,000.00	1	\$25,000.00	1	\$25,000.00		100.0%				
	<b>Paving</b>														
	a. Class 3 Base	CY	2511	\$50.00	\$125,550.00	2511	\$125,550.00	2511	\$125,550.00		100.0%				
	b. Asphalt Pavement	TON	995	\$123.00	\$122,385.00	995	\$122,385.00	995	\$122,385.00		100.0%				
	c. Stormwater Improvement Areas Asphalt Pavement	SY	796	\$81.50	\$64,874.00	272.3	\$22,192.45	796	\$64,874.00		100.0%				
	d. 8" Doweled Concrete Pavement	SY	3507	\$90.00	\$315,630.00	3507	\$315,630.00	3507	\$315,630.00		100.0%				
	e. 4" Concrete Sidewalk	SY	733.4	\$60.00	\$44,004.00	733.4	\$44,004.00	733.4	\$44,004.00		100.0%				
	f. 6" Concrete Driveway	SY	78	\$80.00	\$6,240.00	78	\$6,240.00	78	\$6,240.00		100.0%				
	g. Colored Concrete	CY	15.2	\$450.00	\$6,840.00	15.2	\$6,840.00	15.2	\$6,840.00		100.0%				
	h. Standard Type I Curb and Gutter	LF	3342.91	\$22.00	\$73,544.02	3342.91	\$73,544.02	3342.91	\$73,544.02		100.0%				
	i. Standard Type II Curb and Gutter	LF	185.66	\$25.00	\$4,691.50	185.66	\$4,691.50	185.66	\$4,691.50		100.0%				
	j. Valley Gutter	LF	301	\$50.00	\$15,050.00	301	\$15,050.00	301	\$15,050.00		100.0%				
	<b>Excavation</b>														
	a. General Site Excavation	CY	11456	\$20.00	\$229,120.00	11456	\$229,120.00	11456	\$229,120.00		100.0%				
	b. Pond Excavation CY 14981	CY	14981	\$10.00	\$149,810.00	14981	\$149,810.00	14981	\$149,810.00		100.0%				
	c. Fill-Haul	CY	25789	\$10.00	\$257,890.00	25789	\$257,890.00	25789	\$257,890.00		100.0%				
	<b>Backfill</b>														
	a. Pond Filter Material	CY	2860	\$47.00	\$134,420.00	2860	\$134,420.00	2860	\$134,420.00		100.0%				
	b. Levee and Inspection Trench Material	CY	10078	\$18.00	\$181,404.00	10078	\$181,404.00	10078	\$181,404.00		100.0%				
	c. Soil Correction	CY	5960	\$41.00	\$244,360.00	5960	\$244,360.00	5960	\$244,360.00		100.0%				
	d. General Site Fill	CY	6779	\$18.00	\$122,022.00	6779	\$122,022.00	6779	\$122,022.00		100.0%				
	Rock Bank Stabilization	CY	4944	\$128.00	\$632,832.00	4944	\$632,832.00	4944	\$632,832.00		100.0%				
	Chain Link and Decorative Fence	LS	1	\$115,000.00	\$115,000.00	1	\$115,000.00	1	\$115,000.00		100.0%				
	Hydraulic Mulch & Seed	AC	6.6	\$5,800.00	\$38,280.00	6.6	\$38,280.00	6.6	\$38,280.00		100.0%				
	Trees and Plants	LS	1	\$60,000.00	\$60,000.00	1	\$60,000.00	1	\$60,000.00		100.0%				
	<b>Facility Improvements and Construction</b>														
	8th Ave SW Stormwater Lift Station Construction	LS	1	\$2,600,000.00	\$2,600,000.00	1	\$2,600,000.00	1	\$2,600,000.00		100.0%				
	Manse River Intake Construction Modifications	LS	1	\$305,000.00	\$305,000.00	1	\$305,000.00	1	\$305,000.00		100.0%				
	Manse River Pump Station Construction	LS	1	\$1,030,000.00	\$1,030,000.00	1	\$1,030,000.00	1	\$1,030,000.00		100.0%				
	Plant Drain Transfer Station Construction	LS	1	\$375,900.00	\$375,900.00	1	\$375,900.00	1	\$375,900.00		100.0%				
	Manse Water Treatment Facility/HSPS Improvements	LS	1	\$787,500.00	\$787,500.00	1	\$787,500.00	1	\$787,500.00		100.0%				
	Existing Equalization basin Tie-in	LS	1	\$6,000.00	\$6,000.00	1	\$6,000.00	1	\$6,000.00		100.0%				
	<b>Flood Hazard Mitigation System</b>														
	Reinforced Concrete Floodwalls and Foundations	CY	5960	\$111.00	\$662,160.00	5960	\$662,160.00	5960	\$662,160.00		100.0%				
	Removable Floodwall System and Storage Building	LS	1	\$555,000.00	\$555,000.00	1	\$555,000.00	1	\$555,000.00		100.0%				
	Tieback Levees and Associated Infrastructure	LS	1	\$6,000.00	\$6,000.00	1	\$6,000.00	1	\$6,000.00		100.0%				
	Preconsolidation	CY	4494	\$6.00	\$26,964.00	4494	\$26,964.00	4494	\$26,964.00		100.0%				
	Increase Casing size of 16th street crossing to 48"	LF	130	\$30.76	\$3,999.80	130	\$3,999.80	130	\$3,999.80		100.0%				
	1&M CLSM Removal at NAVS, Overrun, and STS Replace	LS	1	\$62,982.98	\$62,982.98	1	\$62,982.98	1	\$62,982.98		100.0%				
	Flood Wall Footing Soil Correction 1-1/2" Rock	LS	1	\$14,985.00	\$14,985.00	1	\$14,985.00	1	\$14,985.00		100.0%				
	Rock Stabilization, Traffic Control, Extra 36" DIP	LS	1	\$14,985.00	\$14,985.00	1	\$14,985.00	1	\$14,985.00		100.0%				

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract):		5		Application Number: 17						
Application Period:		10/06/17-12/19/2017		Application Date: 12/19/2017						
Bid Item No.	Item Description	Contract Information				C	D	E	F	Balance to Finish (B + F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)					
CO4a	Reinforced Concrete, Keyway Curb- <b>\$214,975.75</b>	CY	2,398.00	\$41.00	\$98,318.00	2,398.00	\$98,318.00		\$98,318.00	100.0%
CO4b	Soil Correction Overrun, Item 23c	CY	185.00	\$42.00	\$7,770.00	185.00	\$7,770.00		\$7,770.00	100.0%
CO4c	Additional Traffic Control	MO	4.00	\$7,143.00	\$28,572.00	4.00	\$28,572.00		\$28,572.00	100.0%
CO4d	Additional 36" DIP Fitting, Item 5g	EA	1.00	\$11,300.00	\$11,300.00	1.00	\$11,300.00		\$11,300.00	100.0%
CO4e	Curb Keyway, Bid Item 21h	LF	1,200.00	\$2.00	\$2,400.00	1,200.00	\$2,400.00		\$2,400.00	100.0%
CO4f	Curb Dowels, Bid Item 21h	LF	1,200.00	\$2.50	\$3,000.00	1,200.00	\$3,000.00		\$3,000.00	100.0%
CO4g	8" Reinforced Concrete Pavement w/ Dowels, Bid Item 21	SY	3,507.00	\$24.25	\$85,044.75	3,507.00	\$85,044.75		\$85,044.75	100.0%
CO5	Topsoil Import, 24" Plug Valve & Topsoil Stripping Deduct									
CO5a	Topsoil Import	CY	4,000.00	\$19.25	\$77,000.00	4,000.00	\$77,000.00		\$77,000.00	100.0%
CO5b	24" Plug Valve Installation HSPS	EA	1.00	\$28,424.90	\$28,424.90	1.00	\$28,424.90		\$28,424.90	100.0%
CO6	Additional DI Fittings, RCP, Flood Wall Joint Sealant & Rebar, Concrete Fitworks- <b>\$196,398.84</b>									
CO6a	Additional 24" DI Fitting, Bid Item 5e	EA	2.00	\$7,800.00	\$15,600.00	2.00	\$15,600.00		\$15,600.00	100.0%
CO6b	Flood Wall Painting	LS	1.00	\$25,904.55	\$25,904.55	1.00	\$25,904.55		\$25,904.55	100.0%
CO6c	Flood Wall Joint Sealant	LS	1.00	\$28,665.00	\$28,665.00	1.00	\$28,665.00		\$28,665.00	100.0%
CO6d	Additional Expansion Joints	LS	1.00	\$32,339.61	\$32,339.61	1.00	\$32,339.61		\$32,339.61	100.0%
CO6e	Corner #2 Rebar Modifications	LS	1.00	\$4,630.50	\$4,630.50	1.00	\$4,630.50		\$4,630.50	100.0%
CO6f	Shear FW-49 Rebar Modifications	LS	1.00	\$1,212.75	\$1,212.75	1.00	\$1,212.75		\$1,212.75	100.0%
CO6g	Removable Closure Rebar Deduction	LS	1.00	\$5,400.00	\$5,400.00	1.00	\$5,400.00		\$5,400.00	100.0%
CO6h	Sludge Building Feeder Repair & Renovation	LS	1.00	\$31,306.63	\$31,306.63	1.00	\$31,306.63		\$31,306.63	100.0%
CO6i	Additional 12" DIP Fitting, Bid Item 5a	EA	3.00	\$2,100.00	\$6,300.00	3.00	\$6,300.00		\$6,300.00	100.0%
CO6j	Additional 16" DIP Fitting, Bid Item 5c	EA	1.00	\$4,100.00	\$4,100.00	1.00	\$4,100.00		\$4,100.00	100.0%
CO6k	Additional 15" RCP, Bid Item 11a	LS	1.00	\$6,359.50	\$6,359.50	1.00	\$6,359.50		\$6,359.50	100.0%
CO6l	Additional 18" RCP, Bid Item 11b	LS	1.00	\$22,681.45	\$22,681.45	1.00	\$22,681.45		\$22,681.45	100.0%
CO6m	Additional 24" Class 51 RJ DI Watermain, Bid Item 3g	LF	10.00	\$307.00	\$3,070.00	10.00	\$3,070.00		\$3,070.00	100.0%
CO6n	Burdick Expressway Storm Changes to STS #201, 308 & 311	LS	1.00	\$44,965.46	\$44,965.46	1.00	\$44,965.46		\$44,965.46	100.0%
CO6o	Additional 60" Storm Sewer Manhole, Bid Item 11a	EA	1.00	\$6,800.00	\$6,800.00	1.00	\$6,800.00		\$6,800.00	100.0%
CO6p	Additional 2x3' CB, Bid Item 18a	EA	1.00	\$4,200.00	\$4,200.00	1.00	\$4,200.00		\$4,200.00	100.0%
CO6q	Additional 8" Reinforced Doweled Concrete Pavement WD-2	LS	1.00	\$35,179.86	\$35,179.86	1.00	\$35,179.86		\$35,179.86	100.0%
CO6r	Additional 6" Concrete Driveway	LS	1.00	\$4,960.80	\$4,960.80	1.00	\$4,960.80		\$4,960.80	100.0%
CO6s	Additional Valley Gutter	LS	1.00	\$1,516.50	\$1,516.50	1.00	\$1,516.50		\$1,516.50	100.0%
CO6t	Additional Platform & Ladder Steel	LS	1.00	\$9,689.43	\$9,689.43	1.00	\$9,689.43		\$9,689.43	100.0%
CO7a	HSPS Filler Flange	LS	1.00	\$4,139.29	\$4,139.29	1.00	\$4,139.29		\$4,139.29	100.0%
CO7b	Floodwall Concrete Bid Item 11	CY	67.00	\$11,111.00	\$744,337.00	67.00	\$744,337.00		\$744,337.00	100.0%
CO7c	Additional 16th Street Closure	LS	1.00	\$175,698.60	\$175,698.60	1.00	\$175,698.60		\$175,698.60	100.0%
CO7d	Storage Building size changes, bid item 12	LS	1.00	\$30,025.38	\$30,025.38	1.00	\$30,025.38		\$30,025.38	100.0%
CO7e	HSPS Draining Operations	LS	1.00	\$5,779.71	\$5,779.71	1.00	\$5,779.71		\$5,779.71	100.0%
CO7f	Structure Coatings	LS	1.00	\$3,841.34	\$3,841.34	1.00	\$3,841.34		\$3,841.34	100.0%
CO7g	Additional Driveway at 8th Ave LS	LS	1.00	\$9,014.46	\$9,014.46	1.00	\$9,014.46		\$9,014.46	100.0%
CO7h	Gate Modifications	LS	1.00	\$8,295.00	\$8,295.00	1.00	\$8,295.00		\$8,295.00	100.0%
CO7i	Additional Electrical at 8th Ave LS	LS	1.00	\$5,954.00	\$5,954.00	1.00	\$5,954.00		\$5,954.00	100.0%
CO7j	Fluemat Placement at HSPS Outfall	LS	1.00	\$7,916.78	\$7,916.78	1.00	\$7,916.78		\$7,916.78	100.0%
<b>TOTALS</b>										
										<b>\$25,372,614.55</b>
										<b>\$347,294.01</b>
										<b>\$25,372,614.55</b>



HoustonEngineering Inc.

Bismarck Office

701.323.0200

701.323.0300

3712 Lockport Street Bismarck ND 58503

November 28, 2017

City of Minot  
Dan Jonasson, Public Works Director  
1025 31<sup>st</sup> Street SE  
Minot, ND 58702

RE: City Project No. 3673 –  
Minot Water Treatment Plant Flood Hazard Mitigation Project Phase II  
**Change Order No. 7**

Dear Mr. Jonasson,

This letter is supplemental to Change Order No. 7 and is intended to further explain the numerous changes in the Change Order which includes Unit Price quantity adjustments, additional work to isolate and drain HSPS piping for connection, closure storage building size changes, coatings of exposed concrete structures, additional traffic control previously authorized, placement of additional permanent erosion control, entrance gate changes, and changes to the 8<sup>th</sup> Ave LS to accommodate City equipment. The Unit Quantity changes represent bid items where the quantities have been increased or reduced to represent the actual installed quantities.

The additional 16<sup>th</sup> Street Removable Closure is the largest item associated with this Change Order at \$175,698.60. The other large additions include the final calculated installed quantity of floodwall concrete, increasing the size of the Removable Closure Storage Building, and 3 additional months of traffic control that was previously authorized but adjusted as a lump sum rather than a monthly unit as originally agreed upon. The Unit Quantity adjustments represent the final installation numbers as agreed upon by the Contractor and Engineer.

Wagner PCO #34 is an increase of \$4,139.29 to install a fill section in the UV supply line connection due to the original piping alignment not being square to the wall.

Wagner PCO #35 is an increase of \$74,437.00 that represents an increase in the floodwall concrete bid item. There were discrepancies between the Engineer and Contractor field measured quantities. To resolve this dispute, all floodwall concrete quantities were re-calculated and checked by the Engineer and Concrete Subcontractor. The agreed upon numbers represent an increase of 67 Cubic Yards.

Wagner PCO #36 is an increase of \$175,698.60 to provide an additional 16<sup>th</sup> Street Closure assembly for the north side of the 16<sup>th</sup> Street bridge.

Wagner PCO #37 is an increase of \$30,025.38 for the increased square footage and height of the Removable Closure Storage Building.

Wagner PCO #38 is an increase of \$5,779.71 for additional pump rental, downtime, and access manhole installed to accommodate draining of the main supply line in the High Service Pump Station.



Dan Jonasson  
November 28, 2017  
Page 2

Wagner PCO #39 is an increase of \$3,841.34 for concrete stain on the Plant Drain Transfer Station, Mouse River Intake Structure, and STS-6 to match the floodwall.

Wagner PCO #40 is an increase of \$9,014.46 for additional driveway concrete at the 8<sup>th</sup> Ave Lift Station to accommodate City maintenance equipment.

Wagner PCO #41 is an increase of \$8,295.00 to widen the plant entrance gate and replace the steel gate with a lighter aluminum gate.

Wagner PCO #42 is an increase of \$5,954.00 for lighting and outlet additions in the 8<sup>th</sup> Ave Lift Station wet and dry wells.

Wagner PCO #43 is an increase of \$7,916.78 for permanent flexmat erosion control mats placed at the High Service Pump Station storm outfall.

Wagner PCO #45 is an increase of \$21,429.00 for additional months of Digital Messaging Signs and traffic control added to reduce the traffic load in the construction zones and better identify detours during the times 16<sup>th</sup> Street was closed to traffic. The Unit Price for these measures was incorrectly identified in Change Order No. 4 as a lump sum cost rather than a monthly cost as originally requested in Work Change Directive No. 1.

If you are in-agreement with these changes, please sign the attached Change Order No.7 and return to Houston Engineering, Inc.

Please contact me if you have any questions or concerns.

Sincerely,

Alan J. Kemmet, PE  
Project Manager

Date of Issuance: November 28, 2017	Effective Date: November 28, 2017
Owner: City of Minot	Owner's Contract No.: 3673
Contractor: Wagner Construction, Inc.	Contractor's Project No.: 15121
Engineer: Houston Engineering Inc.	Engineer's Project No.: 6027-029
Project: City of Minot Water Treatment Plant Flood Hazard Mitigation Project Phase II	Contract Name: Contract No. 5

The Contract is modified as follows upon execution of this Change Order:

Description: Complete the changes detailed in the attached change order requests and adjust the Unit Quantities as shown in the attached Unit Quantity Adjustment Table. Additions of all approved requests in the amount of \$346,530.56 shall be added to the Contract and deductions of \$189,049.48 shall be deducted from the Contract for a Net Adjustment of \$157,481.08.

Attachments: See attached PCO summary and Unit Quantity Adjustment Table and Wagner Construction Change Order Requests #34, #35, #36, #37, #38, #39, #40, #41, #42, #43, and #45.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>24,716,528.00</u>	Original Contract Times: Substantial Completion: <u>June 15, 2017</u> Ready for Final Payment: <u>July 30, 2017</u> days or dates
[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> :  \$ <u>498,605.47</u>	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : Substantial Completion: <u>48</u> Ready for Final Payment: <u>48</u> days
Contract Price prior to this Change Order:  \$ <u>25,215,133.47</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 2, 2017</u> Ready for Final Payment: <u>September 17, 2017</u> days or dates
[Increase] [ <del>Decrease</del> ] of this Change Order:  \$ <u>157,481.08</u>	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial Completion: <u>71 days</u> Ready for Final Payment: <u>71 days</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>25,372,614.55</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 11, 2017</u> Ready for Final Payment: <u>November 26, 2017</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Director of Public Works</u>	Title: <u>Project Manager</u>
Date: <u>11/28/2017</u>	Date: <u>12/30/17</u>	Date: <u>12/06/17</u>

Change Order #7 PCO Summary Table / Final Change Order Additions						
Wagner PCO #	Bid Item No.	Description	Unit	Unit Qty.	Unit Price	Price Change
34	N/A	Filler Flange and labor to install UV	LS	1	N/A	\$4,139.29
35	I.1	Floodwall Concrete Adjustment based on installed Qtys.	CY	67	\$1,111.00	\$74,437.00
36	N/A	Additional 16th Street closure structure	LS	1	N/A	\$175,698.60
37	I.2	Storage building size changes to accommodate additional closure and equipment height	LS	1	N/A	\$30,025.38
38	N/A	Downtime, rental, and modifications to drain HSPS pipeline	LS	1	N/A	\$5,779.71
39	N/A	Coatings on STS-6, PDTs, and bottom of MRPS	LS	1	N/A	\$3,841.34
40	N/A	Additional driveway at 8th Ave LS to accommodate City Equipment	LS	1	N/A	\$9,014.46
41	N/A	Plant entrance gate switchout, additional mangate	LS	1	N/A	\$8,295.00
42	N/A	Additional electrical work at 8th Ave Lift Station	LS	1	N/A	\$5,954.00
43	N/A	Flexmat placement at HSPS outfall	LS	1	N/A	\$7,916.78
45	N/A	Additional months of traffic control from CO #4	MO	3	\$7,143.00	\$21,429.00
					<b>Total:</b>	<b>\$346,530.56</b>

Unit Quantity Adjustment Table / Final Deductions of Unused Quantities						
Bid Item No.	Description	Unit	Unit Qty.	Unit Price	Price Change	
E	Dewatering	LS	1	N/A	\$20,000.00	
G.3.b	12" DR-18 C900 PVC Water Main	LF	26	\$157.00	\$4,082.00	
G.3.e	18" Class 51 RJ DI Water Main	LF	55	\$261.00	\$14,355.00	
G.11.c	24" RCP Storm Sewer Pipe	LF	33	\$172.00	\$5,676.00	
G.14.b	96" Storm Swer Double Catch Basin Manhole	EA	1	\$15,000.00	\$15,000.00	
G.21.c	Storm Sewer Improvement Areas Asphalt Pavement	SY	618	\$81.50	\$50,367.00	
G.21.e	4" Concrete Sidewalk	SY	57.6	\$60.00	\$3,456.00	
G.21.g	Colored Concrete	CY	96.8	\$450.00	\$43,560.00	
G.21.h	Standard Type I Curb and Gutter	LF	22	\$302.09	\$6,645.98	
G.21.i	Standard Type II Curb and Gutter	LF	9.34	\$25.00	\$233.50	
I.4	Preconsolidation	CY	6	\$4,279.00	\$25,674.00	
			<b>Total Deductions:</b>		<b>\$189,049.48</b>	
					<b>Total Net Change (Increase):</b>	<b>\$157,481.08</b>



# Work Change Directive/Work Order

**Engineer/Owner** City of Minot/Houston Eng  
**Wagner Project Number/Name** 15121  
**Date:** October 24, 2017  
**Work Change Directive Number:** Wagner 34

**Description of Added/ Modified Work:**

Minot WTP HSPS UV2 Installation and Misaligned Pipe

Rice Lake Construction proposes to furnish labor, material and equipment install a 42" x 1 3/4" filler flange in the supply line leading to UV-2

The existing 42" service line is not plumb and a filler flange will be required to correct for the offset and installation of UV-2.

Submitted By		Work Requested By:			
Matt Guerton		Alan Kemmet			
Description Labor:	# Men	Qty.	Units	Rate	Total
					\$0.00
					\$0.00
					\$0.00
Perdiem/Lodging		0.00	HRS	\$8.00	\$0.00
Description Equipment:			Units		Total
General Conditions/Small Tools/Office/Electric/Consumables (3% of Labor)		\$0.00	%	3.00%	\$0.00
Description Materials:			Units		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Description of Items Installed		Qty.	Units	Unit Price	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subcontractors		Qty.	Units	Unit Price	Total
Rice Lake Construction Group		1.00	LS	\$3,942.18	\$3,942.18
					\$0.00
Misc/Dumpfees/Survey/Q/C Testing/		Qty.	Units	Unit Price	Total
					\$0.00
	Mark-Up	3942.18	%	5.00%	\$197.11
<b>Total:</b>					<b>\$4,139.29</b>

Wagner Rep. \_\_\_\_\_ Date: \_\_\_\_\_ Owner Rep: \_\_\_\_\_ Date: \_\_\_\_\_



October 24, 2017

Mr. Matt Guerton  
Wagner Construction, Inc.  
3151 Hwy 53  
International Falls, MN 56649

RE: Change Order 12 – HSPS UV2 Installation and Misaligned Pipe

Dear Matt:

Rice Lake Construction proposes to furnish labor, material and equipment to install a 42" x 1 3/4" filler flange in the supply line leading to UV-2. The existing 42" service line is not plumb and a filler flange will be required to correct for the offset and installation of UV-2.

RLCG was able to loosen/adjust the existing pipe leading to UV-1 and we do not believe any additional materials will be required for this installation.

Lump Sum Cost of Change Order: **\$ 3,942.18**

Breakdown as follows: See attached construction and equipment estimate

Sincerely,  
John Strain Project Manager  
RICE LAKE CONSTRUCTION GROUP

Project Manager

cc: File, Supt



## Shawn Hamdorf

---

**From:** Hochhalter, Justin L <Justin.Hochhalter@hdsupply.com>  
**Sent:** Wednesday, May 03, 2017 1:24 PM  
**To:** Cody Campbell; John Strain  
**Cc:** Smith, Collin J  
**Subject:** Rice Lake~Minot, ND Filler Flange

See below 2-3 weeks ARO. Let me know when possible.

1-42" filler flange 1 3/4" thick \$1960/ea

42" GASKET 1/8" FF 150# EPDM \$87.05

42" (36 of each)

1 1/2 X 9 1/2" B8M HH BOLT \$39.05 EA

1 1/2-6 HH 8M NUT \$25.35 EA

*Justin Hochhalter*  
*Hd Supply Waterworks*  
*Phone: 701-852-6878*  
*Cell:701-389-8250*

---

**From:** Cody Campbell [mailto:cody\_campbell@ricelake.org]  
**Sent:** Wednesday, May 03, 2017 8:11 AM  
**To:** Hochhalter, Justin L <Justin.Hochhalter@hdsupply.com>; John Strain <john\_strain@ricelake.org>  
**Subject:** Filler Flange

Justin,

We are needing a price on the following

1-42" filler flange 1 3/4" thick

1-42" gaskets

1 bolt kit that is 1 3/4" longer than standard to make up for the filler

Please send a quote to John and myself.

Thanks

This email, and any documents which may accompany it, contain information which is intended for use only by the individual to whom it is addressed, and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient any review, disclosure, dissemination, distribution, copying or other use of this message or its substance is strictly

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# Change Order Request #35

Date: October 24, 2017  
Revision 3

Submitted To: Houston Engineering  
Alan Kemmit

Title: Concrete True-Up (Rice Lake Construction Group)

Submitted By		Job Description			
Matt Guerton		Minot WTP Flood Hazard Mitigation Project			
Description:	Qty	UOM	Unit Price	Line Total	
Additional Reinforced Floodwall & Foundation (Item 1)	67	EA	\$1,111.00		\$74,437.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
			Contractor Mark-Up	0.00%	\$0.00
				<b>Total</b>	<b>\$74,437.00</b>

Added Contract Days 0

Notes: Change Order is based on unit pricing

See attached documentation.

Accepted By: \_\_\_\_\_

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



October 23, 2017

Mr. Matt Guerton  
Wagner Construction, Inc.  
3151 Hwy 53  
International Falls, MN 56649

RE: Change Order 9 – Minot Flood Mitigation Project – Flood Wall Concrete True Up

Dear Matt:

Payment for Schedule of Values (SOV) Item I1- Reinforced Concrete Floodwalls and Foundation, is based on an estimated concrete volume of 5960 CY and paid on a unit cost basis. Houston Engineering and Rice Lake Construction have reviewed the concrete calculations/spread sheets and agree that the contract volume of flood wall concrete is 6027 cy. The additional 67 cy of concrete placed during the construction of the flood walls is billed at a unit cost of \$950/cy.

**Lump Sum Cost of Change Order 9: \$ 63,650**

See attached calculations and HEI email correspondence.

Sincerely,

John Strain Project Manager  
RICE LAKE CONSTRUCTION GROUP

Project Manager  
cc: File, Supt



## John Strain

---

**From:** Colin Leonard  
**Sent:** Wednesday, October 18, 2017 9:11 AM  
**To:** John Strain  
**Cc:** Craig Habighorst  
**Subject:** Re: concrete qtys

John,

Going with Carl's calculation of 15.2 CY, the total CY for the unit price item is 6027 CY.

Thanks,  
Colin Leonard  
Rice Lake Construction Group  
22360 County Road 12  
PO Box 517  
Deerwood, MN 56444  
[218-546-1934](tel:218-546-1934) Office Direct  
[612-718-7489](tel:612-718-7489) Cell Number  
[218-546-7016](tel:218-546-7016) Fax Number  
[www.ricelake.org](http://www.ricelake.org)

---

**From:** John Strain  
**Sent:** Thursday, October 12, 2017 8:55:33 AM  
**To:** Colin Leonard  
**Cc:** Craig Habighorst  
**Subject:** Fwd: concrete qtys  
Colin,

Get [Outlook for iOS](#)

---

**From:** Alan Kemmet  
**Sent:** Thursday, October 12, 2017 8:01:37 AM  
**To:** Matt Guerton; John Strain  
**Subject:** FW: concrete qtys  
Here's what Carl came up with.  
**Alan J. Kemmet**  
Principal / Project Manager  
Houston Engineering, Inc.  
C 701.426.2121 | D 701.751.6266

**From:** Carl Entzie  
**Sent:** Monday, October 9, 2017 5:01 PM  
**To:** Alan Kemmet  
**Subject:** RE: concrete qtys  
Here is the PDF of the hand calculations for the corner quantities that are off. Rice Lake is asking for 21 cyd and I calculated 15.2 cyd.  
If you have any questions let me know.  
Thank you,  
Carl

**From:** Alan Kemmet  
**Sent:** Monday, October 09, 2017 10:35 AM  
**To:** Carl Entzie <[centzie@houstoneng.com](mailto:centzie@houstoneng.com)>  
**Subject:** concrete qtys

Rice lake is going to call you, let me know right away if you feel uncomfortable with what they are asking.

**Alan Kemmet**

Civil Engineer  
Houston Engineering, Inc.  
O 701.323.0200 | D 701.751.6266 | F 701.323.0300

---

 3712 Lockport Street • Bismarck, ND • 58503

[www.houstoneng.com](http://www.houstoneng.com)



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# Work Change Directive/Work Order

**Engineer/Owner** City of Minot/Houston Eng  
**Wagner Project Number/Name** 15121  
**Date:** October 12, 2017  
**Work Change Directive Number:** Wagner 36

**Description of Added/ Modified Work:**

IPS Flood Wall Closure

Submitted By		Work Requested By:			
Matt Guerton		Alan Kemmet			
Description Labor:	# Men	Qty.	Units	Rate	Total
					\$0.00
					\$0.00
					\$0.00
Perdiem/Lodging		0.00	HRS	\$8.00	\$0.00
Description Equipment:			Units		Total
General Conditions/Small Tools/Office/Electric/Consumables (3% of Labor)		\$0.00	%	3.00%	\$0.00
Description Materials:			Units		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Description of Items Installed		Qty.	Units	Unit Price	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subcontractors		Qty.	Units	Unit Price	Total
Northwestern Power Equipment Co., Inc.		1.00	LS	\$167,332.00	\$167,332.00
					\$0.00
Misc/Dumpfees/Survey/Q/C Testing/		Qty.	Units	Unit Price	Total
					\$0.00
	Mark-Up	167332.00	%	5.00%	\$8,366.60
<b>Total:</b>					<b>\$175,698.60</b>

Wagner Rep. \_\_\_\_\_ Date: \_\_\_\_\_ Owner Rep: \_\_\_\_\_ Date: \_\_\_\_\_

# Northwestern Power™ Equipment Co., Inc.

Company: Houston/Rice Lake  
 Contact: City of Minot/Jerry Bents/Rice Lake  
 Project: Minot North side of 16<sup>th</sup> st  
 Quote:  
 7.24.2017

Moorhead, MN  
 Dave Kluck  
[dakluck@nwpeco.com](mailto:dakluck@nwpeco.com)  
 701-261-8483

Item	Qty. Unit	Description	Unit Price [\$]	Total [\$]
	2	<p><b>IBS Flood Wall HW-W100K Freestanding Posts</b>  <b>Closure 15' - 6"</b>            Clear Width: 186" / 4,728 mm            Flood Height: 126" / 3,200 mm            Post Height: 130" / 3,310 mm            End Post Type: E100K            Material End Post: EN AW 6005            Anchor Plate Type: AP100S-T40            Material Cover Plate, Bushes, Dummy bolts: SS304            Material Spindles, Reinforcement Plate, Nuts: Mild Steel S235</p> <p>Centre Post Type: MS100S-T40            Material Centre Post: EN AW 6005</p> <p>No. Anchor Plates / Centre Posts: 1            Pressing Tool Type: VS100K            Material Pressing Tool: SS304            Dam Beam / Log Type: DBAL100x200-3.7            Material Dam Beam / Log: EN AW 6063 T66            Dam Beam / Log Width: 3.9" / 100 mm            Dam Beam / Log Height: 7.9" / 200 mm            No. Dam Beam / Logs per field: 16 Piece            No. Dam Beam / Log fields: 2 Piece            Ground Seal Type: BD100K            Material Ground Seal: PE/PU            Material Seals: EPDM</p> <p>End Post Mounting: Type 04 in Rebate            Incl. Sealing Material            Incl. Anchorage            Incl. End Post Covers</p>		

# Northwestern Power™ Equipment Co., Inc.

Company: Houston/Rice Lake  
 Contact: City of Minot/Jerry Bents/Rice Lake  
 Project: Minot North side of 16<sup>th</sup> st  
 Quote:  
 7.24.2017

Moorhead, MN  
 Dave Kluck  
[dakluck@nwpeco.com](mailto:dakluck@nwpeco.com)  
 701-261-8483

	1		<p><b>IBS Flood Wall HW-W100K Freestanding Posts</b>  <b>Closure 87' - 6"</b>          Clear Width: 1051" / 26,688 mm          Flood Height: 126" / 3,200 mm          Post Height: 130" / 3,310 mm          End Post Type: E100K          Material End Post: EN AW 6005          Anchor Plate Type: AP100S-T40          Material Cover Plate, Bushes, Dummy bolts: SS304          Material Spindles, Reinforcement Plate, Nuts: Mild Steel S235          Centre Post Type: MS100S-T40          Material Centre Post: EN AW 6005          No. Anchor Plates / Centre Posts: 10          Pressing Tool Type: VS100K          Material Pressing Tool: SS304          Dam Beam / Log Type: DBAL100x200-3.7          Material Dam Beam / Log: EN AW 6063 T66          Dam Beam / Log Width: 3.9" / 100 mm          Dam Beam / Log Height: 7.9" / 200 mm          No. Dam Beam / Logs per field: 16 Piece          No. Dam Beam / Log fields: 11 Piece          Ground Seal Type: BD100K          Material Ground Seal: PE/PU          Material Seals: EPDM          End Post Mounting: Type 04 in Rebate          Incl. Sealing Material          Incl. Anchorage          Incl. End Post Covers</p>		
--	---	--	---	--	--

# Northwestern Power™ Equipment Co., Inc.

Company: Houston/Rice Lake  
 Contact: City of Minot/Jerry Bents/Rice Lake  
 Project: Minot North side of 16<sup>th</sup> st  
 Quote:  
 7.24.2017

Moorhead, MN  
 Dave Kluck  
[dakluck@nwpeco.com](mailto:dakluck@nwpeco.com)  
 701-261-8483

			<p><b>IBS Storage Pallet Dam Beam / Logs</b>          Material: Mild Steel S235 galvanized          Dam Beam / Log Type: 100x200-3.7          No. Dam Beam / Logs per pallets: max. 64          No. Ground Seals per pallets: max. 17          Incl. EPDM Dam Beam / Log Spacers          Incl. Aluminium Pressing Bar          Incl. Tension Belts</p> <p><b>IBS Storage Pallet Centre Posts</b>  <b>Item 10.10 / 10.20</b>          Centre Posts stored horizontally          Posts secured with tension belts          Storage Pallet stackable          Material: Mild Steel S235 galvanized          No. Centre Posts per pallets: max. 3          Incl. Tension Belts</p> <p><b>Items 10.10 - 10.40</b>  <b>in two stages</b>          Delivery: DDP USA, ND Minot          Stage 1: Anchor Plates via airfreight          Stage 2: Remaining components via sea freight</p> <p>excludes Foundation Design          excludes Stamped Flood Barrier Component submittal          incl. 10% spare seals          incl. tools (2 sets)</p> <p>Design in accordance with DIN 19704, DIN 18800, DIN 1055, DIN 4113 - latest versions</p> <p>Design Criteria: Hydrostatic Water Pressure;          Safety Factor 1.35</p> <p>Guaranteed Leakage Rate in accordance to DIN 19569-4 table 1, class 1 - latest version</p> <p>Foundation, concrete and reinforcement design to be provided by others. IBS to provide component details and stress resultants only. Barrier undermining, erosion etc. to be examined, verified, designed and built by others. Structural stability of existing structures to be examined and verified by others.</p>		
--	--	--	--	--	--

# Northwestern Power™ Equipment Co., Inc.

**Company:** Houston/Rice Lake  
**Contact:** City of Minot/Jerry Bents/Rice Lake  
**Project:** Minot North side of 16<sup>th</sup> st  
**Quote:**  
**7.24.2017**

**Moorhead, MN**  
**Dave Kluck**  
[dakluck@nwpeco.com](mailto:dakluck@nwpeco.com)  
**701-261-8483**

			<p>The Installation of IBS Flood Protection must be carried out in accordance with the relevant installation, operation and maintenance instructions.</p> <p>End posts to be mounted on perpendicular walls only. Maximum allowed wall unevenness to be 3mm.</p> <p>Minimum required concrete quality to be C25/30.</p> <p>Insulation to be removed prior to end post installation. Maximum allowed ground surface unevenness to be 15 mm.</p> <p><b>TERMS OF QUOTE</b></p> <p>In addition to the specific conditions outlined below, IBS's standard terms and conditions of sale apply to any order. A copy of our terms and conditions is available upon request.</p> <p>Acceptance of an order is subject to approval from our credit department.</p> <p>Warranty: 1 year according to IBS Technics limited warranty</p> <p>Validation Period: 30 days</p> <p>Currency: US Dollars</p> <p>Payment Terms: 30 days Net</p> <p>Delivery Conditions: DDP according to Incoterms® 2010 in 1 stage</p> <p>Stage 1: components: Freight pre-paid to job site USA, DDP, ND Minot via common carrier with standard 40' and/or 20' sea container.</p> <p>Duty: Paid</p> <p>Taxes: All applicable taxes are not included.</p> <p>Submittal Lead Time: 2 weeks, upon receipt of order and complete design information</p> <p>Shipment from plant:          Stage 1: 8 weeks, upon receipt of order</p>	
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# Northwestern Power™ Equipment Co., Inc.

**Company:** Houston/Rice Lake  
**Contact:** City of Minot/Jerry Bents/Rice Lake  
**Project:** Minot North side of 16<sup>th</sup> st  
**Quote:**  
**7.24.2017**

**Moorhead, MN**  
**Dave Kluck**  
[dakluck@nwpeco.com](mailto:dakluck@nwpeco.com)  
**701-261-8483**

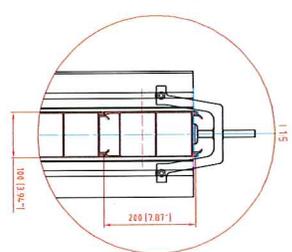
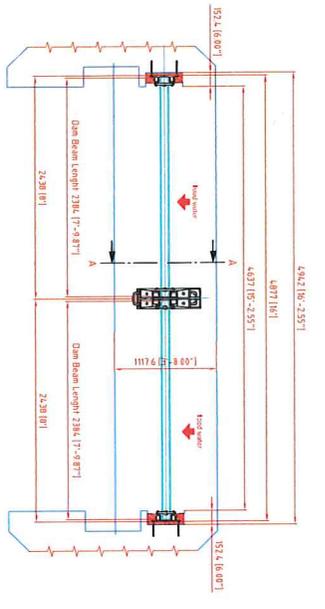
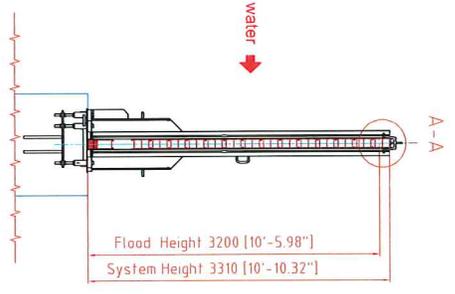
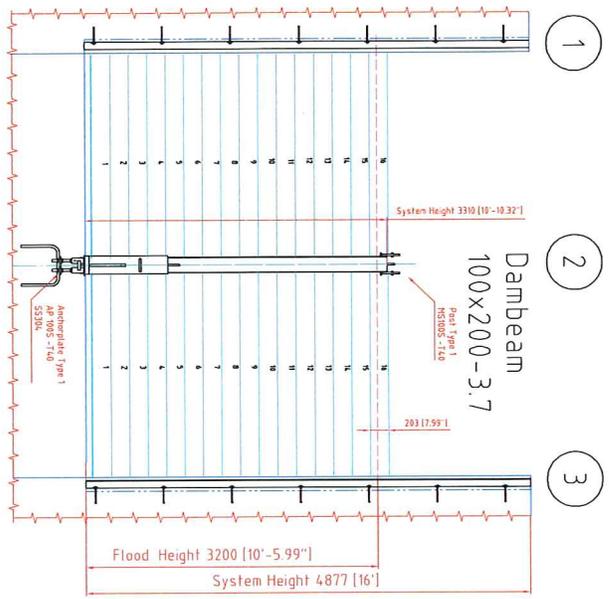
			<p>Stage 2: 12 weeks, upon receipt of approved IBS submittal</p> <p>Please be aware that manufacture of the systems can only begin after the submittals have been approved.</p> <p>We hope that this proposal meets all your expectations. For more information about this quote, please do not hesitate to contact us.</p> <p><b>Foundation Design (if required): \$3,500.00</b></p>		
				<b>TOTAL NET PRICE</b>	<b>167,332</b>

**Pricing Comments**

Taxes not included  
 Shipping included  
 Start-up not included

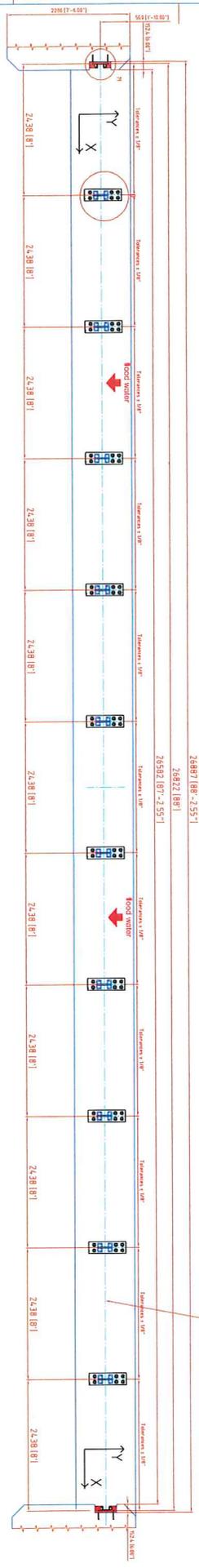
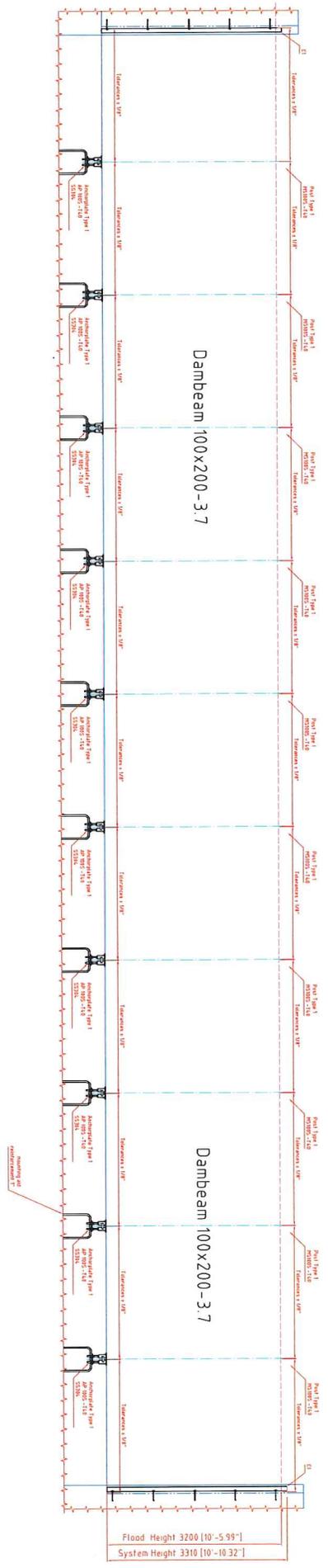
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 Terms: Net 30 Days



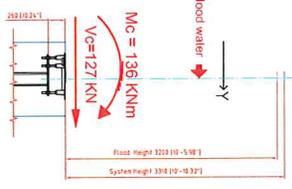
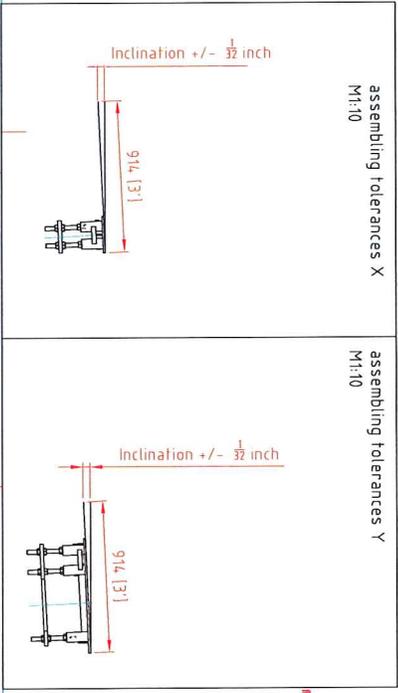
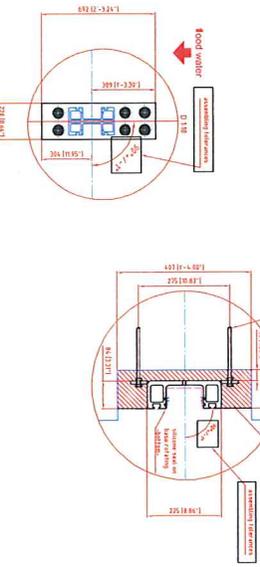


Pos 10.10		28-08-17	
Scale: E23	Weight:		
<b>IBS GmbH</b> Gerndorfswald 4-d D-66377 Trarstetten DE 49227187750 Fax +49 49227187750 E-Mail: info@ibsgroup.com		Max. Kunden: Herr Ursula von Merckel Eppelstein Drilling, Inc. U.S.A.	
Created by: bern	Date: 28.08.17	Version: 2.000005	Project: 20170125
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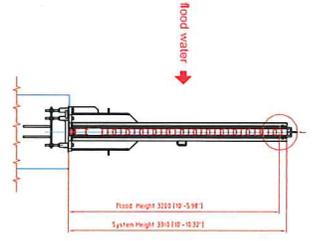
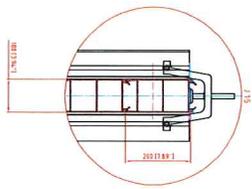
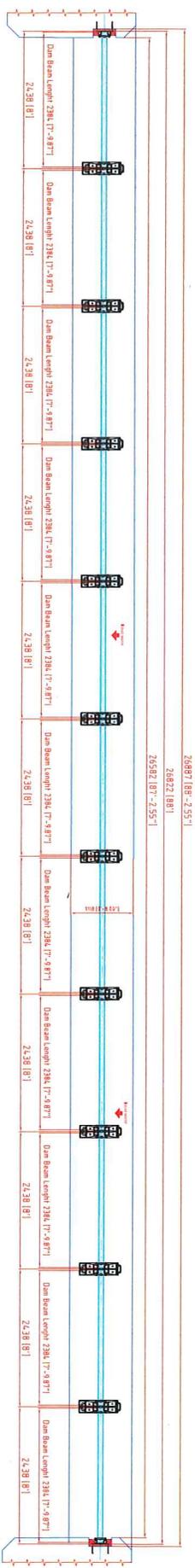
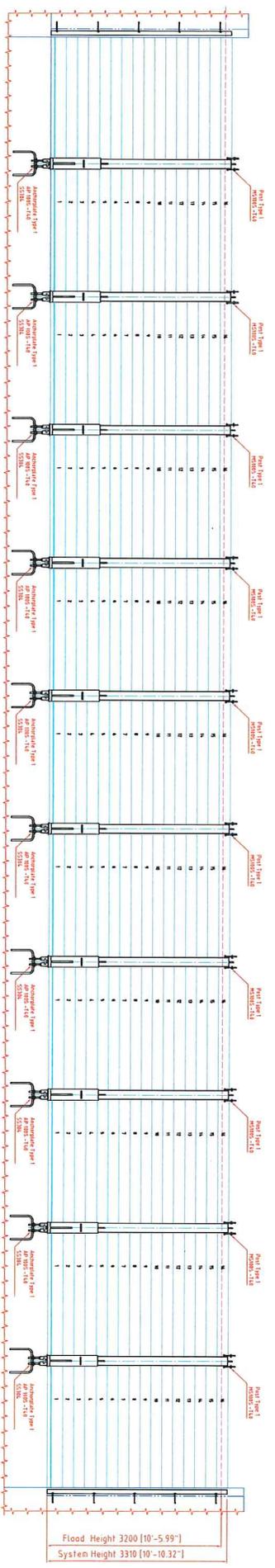
**Anchorage = MC20/25**  
 Hilti HIT-V M100-190, fast curing mortar HfX,  
 M16 CM43M10 8.8 S x



<b>IBS</b>		<b>IBS CHINA</b>	
GONGZHONG ROAD		NO. 123	
16-4400271811000-5.04.70		HONG GUO ROAD WENZHOU	
CHINA HONGKONG (S.A.) CO.		HONG GUO ROAD WENZHOU	
7190000		7190000	
20170115		20170115	
Pos: 10.20		Date: 28-08-17	

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Dambeam 100x200-3.7



<b>IBS</b> Sistem 277 Invention		Date: 28-08-17
IBS Group Jl. Raya Cendekia No. 100 Jakarta Timur 13131	Project: 277 Invention No. 100 Cendekia Jakarta Timur 13131	Page: 28-08-17
Name: ...	Position: ...	Date: ...



# Work Change Directive/Work Order

Engineer/Owner: City of Minot/Houston Eng  
 Wagner Project Number/Name: 15121  
 Date: October 24, 2017  
 Work Change Directive Number: 37

Description of Added/ Modified Work:

Removable Closure Storage Building Modifications

See attached documentation

Submitted By		Work Requested By:			
Matt Guerton		Alan Kemmet			
Description Labor:	# Men	Qty.	Units	Rate	Total
					\$0.00
					\$0.00
					\$0.00
Perdiem/Lodging		0.00	HRS	\$8.00	\$0.00
Description Equipment:			Units		Total
General Conditions/Small Tools/Office/Electric/Consumables (3% of Labor)		\$0.00	%	3.00%	\$0.00
Description Materials:			Units		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Description of Items Installed		Qty.	Units	Unit Price	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subcontractors		Qty.	Units	Unit Price	Total
Rice Lake Construction Group		1.00	LS	\$28,595.60	\$28,595.60
					\$0.00
Misc/Dumpfees/Survey/Q/C Testing/		Qty.	Units	Unit Price	Total
					\$0.00
	Mark-Up	28595.60	%	5.00%	\$1,429.78
<b>Total:</b>					<b>\$30,025.38</b>

Wagner Rep. \_\_\_\_\_ Date: \_\_\_\_\_ Owner Rep: \_\_\_\_\_ Date: \_\_\_\_\_



October 10, 2017

Mr. Matt Guerton  
Wagner Construction, Inc.  
3151 Hwy 53  
International Falls, MN 56649

RE: Change Order 13 – Removable Closure Storage Building Modifications

Dear Matt:

Addendum 1 of the Flood Wall Mitigation Project specified that Rice Lake Construction Group (RLCG) construct a storage building to store the Deployable Floodwall components. The Addendum specified that the building have a minimum of 800 ft<sup>2</sup> of clear storage space and 12 feet of clear height. RLCG Schedule of Value (SOV) for the initial storage building was \$80,000. During the Projects bi-weekly meetings, RLCG was requested by the Engineer to increase the surface area of the storage building to 1008 ft<sup>2</sup> accommodate the removable closure materials for the next phase of the Flood Wall project. The City of Minot also requested that RLCG increase the height of the building from 12 to 16 feet and widen the garage door to accommodate their frontend loaders.

This change order includes the costs for the additional 208 ft<sup>2</sup> of storage area, increasing the height of the building perimeter by 4 feet and increasing the garage door dimensions from 16'x10' to 20'x14'. The unit cost for the additional building area is based on the contract SOV. The cost for increasing the building height and garage door modifications are based on material and installation costs.

Lump Sum Cost of Change Order: **\$ 28,595.60**

Sincerely,  
John Strain Project Manager  
RICE LAKE CONSTRUCTION GROUP

Project Manager

cc: File, Supt





# Work Change Directive/Work Order

Engineer/Owner: City of Minot/Houston Eng  
 Wagner Project Number/Name: 15121  
 Date: October 24, 2017  
 Work Change Directive Number: 38

**Description of Added/ Modified Work:**

HSPS Bypass & Storage Tank Vent

See attached documentation

Submitted By		Work Requested By:			
Matt Guerton		Alan Kemmet			
Description Labor:	# Men	Qty.	Units	Rate	Total
					\$0.00
					\$0.00
					\$0.00
Perdiem/Lodging		0.00	HRS	\$8.00	\$0.00
Description Equipment:			Units		Total
General Conditions/Small Tools/Office/Electric/Consumables (3% of Labor)		\$0.00	%	3.00%	\$0.00
Description Materials:			Units		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Description of Items Installed		Qty.	Units	Unit Price	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subcontractors		Qty.	Units	Unit Price	Total
Rice Lake Construction Group		1.00	LS	\$5,504.49	\$5,504.49
					\$0.00
Misc/Dumpfees/Survey/Q/C Testing/		Qty.	Units	Unit Price	Total
					\$0.00
	Mark-Up	5504.49	%	5.00%	\$275.22
<b>Total:</b>					<b>\$5,779.71</b>

Wagner Rep: \_\_\_\_\_ Date: \_\_\_\_\_ Owner Rep: \_\_\_\_\_ Date: \_\_\_\_\_



October 23, 2017

Mr. Matt Guerton  
Wagner Construction, Inc.  
3151 Hwy 53  
International Falls, MN 56649

RE: Change Order 20 – HSPS By-Pass piping and Tank Vent Installation

Dear Matt:

On February 13, 2017 Rice Lake Construction Group and the City of Minot Water Treatment Plant (WTP) attempted to shut off and drain the existing 42" water line from the Minot Water Treatment Plant to the High Service Pump Station (HSPS). The shutdown was required to install (2) 42-inch butterfly valves that are part of the HSPS Ultra Violet treatment system. During the shutdown the upstream gate valve from the WTP failed to seal and only one of the two butterfly valves was able to be installed.

A second shut down occurred on March 14, 2017. Prior to the shutdown, the WTP lowered the level in the adjacent storage reservoir and allowed the excess water in the system to flow into the basement of the HSPS. RLCG contracted Rain for Rent to install temporary pumps and hoses to pump this water out of the basement and into the adjacent storm water basin. During this shutdown, RLCG was able to install the second 42" Butter Fly Valve. At the direction of the WTP, RLCG core drilled a 12" hole through the concrete floor of the HSPS to gain access to the storage reservoir.

This change order covers the cost labor and subcontractor fees associated with the March 14, 2017 potable water by pass at the HSPS.

Lump Sum Change Order: **\$ 5,504.49**

(See attached construction estimate)

Sincerely,

John Strain Project Manager  
RICE LAKE CONSTRUCTION GROUP

Project Manager  
cc: File, Supt





# Work Change Directive/Work Order

**Engineer/Owner** City of Minot/Houston Eng  
**Wagner Project Number/Name** 15121  
**Date:** October 24, 2017  
**Work Change Directive Number:** 39

**Description of Added/ Modified Work:** \_\_\_\_\_

Facility Structures-Staining

See attached documentation

Submitted By		Work Requested By:			
Matt Guerton		Alan Kemmet			
Description Labor:	# Men	Qty.	Units	Rate	Total
					\$0.00
					\$0.00
					\$0.00
Perdiem/Lodging		0.00	HRS	\$8.00	\$0.00
Description Equipment:			Units		Total
General Conditions/Small Tools/Office/Electric/Consumables (3% of Labor)		\$0.00	%	3.00%	\$0.00
Description Materials:			Units		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Description of Items Installed		Qty.	Units	Unit Price	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subcontractors		Qty.	Units	Unit Price	Total
Rice Lake Construction Group		1.00	LS	\$3,658.42	\$3,658.42
					\$0.00
Misc/Dumpfees/Survey/Q/C Testing/		Qty.	Units	Unit Price	Total
					\$0.00
	Mark-Up	3658.42	%	5.00%	\$182.92
<b>Total:</b>					<b>\$3,841.34</b>

Wagner Rep. \_\_\_\_\_ Date: \_\_\_\_\_ Owner Rep: \_\_\_\_\_ Date: \_\_\_\_\_



October 10, 2017

Mr. Matt Guerton  
Wagner Construction, Inc.  
3151 Hwy 53  
International Falls, MN 56649

RE: Change Order 19 – Apply Flood Wall Coating to Exterior Structures

Dear Matt:

Rice Lake Construction was requested to apply the Flood Wall Coating to the exposed foundations of the Mouse River Inlet Structure, PDTs, Mouse River Pump Station and STS 6. In addition to the staining request, RLCG was directed by Houston Engineering to move the 2" rigid insulation inside of the lift station and stain the exterior walls (See General Sheet Note 4, drawing M-5). These exposed surfaces required additional patching and rubbing prior to the application of the Flood Wall Staining materials.

Lump Sum Change Order: **\$ 3,658.42**  
(See attached construction estimate)

Sincerely,  
John Strain Project Manager  
RICE LAKE CONSTRUCTION GROUP

Project Manager

cc: File, Supt

**PROJECT NAME**  
**RLOG PROJECT NO.**

Minor Floodwall Mitigation  
 1530

**Change Order Proposal**

19  
 10/6/2017

**Date:**  
**Reference:**  
 Install instrumentation piping/drain lines not included in Mechanical Scope



DESCRIPTION	QTY	UNIT	LABOR			MATERIAL			SUB			EQUIP.			LINE TOTAL
			HOURS	\$ RATE	TOTAL	RATE	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL			
PLS Concrete Staining CO PDTS Exterior Concrete Prep and Rub	0.00		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0.00		0.00	\$0.00	\$0.00	\$65.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,565.00	
	10.00		10.00	\$72.25	\$722.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$797.50	
	0.00		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0.00		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0.00		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0.00		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0.00		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0.00		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0.00		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Misc Small Tools and Materials	1.0	ls	0.00	\$0.00	\$0.00	\$36.13	\$36.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.13	
5% of labor	0.00		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sales Tax	1.0	ls	0.00	\$0.00	\$0.00	7.5000%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0		10.00		\$722.50	\$101.13	\$2,500.00	\$75.00			\$3,398.63			\$3,398.63	

Rice Lake Mark-up on Subs-5%  
 Rice Lake Mark-up @ 15%  
 Bond Cost @ 1%  
**Total Change Order Request**

\$125.00  
 \$134.79  
 \$0.00  
**\$3,658.42**



# Work Change Directive/Work Order

Engineer/Owner: City of Minot/Houston Eng  
 Wagner Project Number/Name: 15121  
 Date: October 24, 2017  
 Work Change Directive Number: 40

Description of Added/ Modified Work:

8th Ave LS Driveway Concrete

See attached documentation

Submitted By		Work Requested By:			
Matt Guerton		Alan Kemmet			
Description Labor:	# Men	Qty.	Units	Rate	Total
					\$0.00
					\$0.00
					\$0.00
Perdiem/Lodging		0.00	HRS	\$8.00	\$0.00
Description Equipment:			Units		Total
General Conditions/Small Tools/Office/Electric/Consumables (3% of Labor)		\$0.00	%	3.00%	\$0.00
Description Materials:			Units		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Description of Items Installed		Qty.	Units	Unit Price	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subcontractors		Qty.	Units	Unit Price	Total
Rice Lake Construction Group		1.00	LS	\$8,585.20	\$8,585.20
					\$0.00
Misc/Dumpfees/Survey/Q/C Testing/		Qty.	Units	Unit Price	Total
					\$0.00
	Mark-Up	8585.20	%	5.00%	\$429.26
<b>Total:</b>					<b>\$9,014.46</b>

Wagner Rep. \_\_\_\_\_ Date: \_\_\_\_\_ Owner Rep: \_\_\_\_\_ Date: \_\_\_\_\_



October 10, 2017

Mr. Matt Guerton  
Wagner Construction, Inc.  
3151 Hwy 53  
International Falls, MN 56649

RE: Change Order 16 – 8<sup>th</sup> Avenue Lift Station Drive Way Extension

Dear Matt:

Rice Lake Construction proposes to furnish labor, material and equipment to extend the drive way at the new 8<sup>th</sup> Avenue Lift Station. The boundaries of the driveway extension were dictated by Houston Engineering and the City of Minot Street Department. The unit cost of the concrete drive way extension was \$60/cy. An additional \$ 1,205 was added to the Change Order for the rental of a Skid Steer which was not included in the unit cost for the concrete.

Lump Sum Cost of Change Order: **\$ 8,585.20**  
(See attached construction and equipment rental invoice)

Sincerely,  
John Strain Project Manager  
RICE LAKE CONSTRUCTION GROUP

Project Manager

cc: File, Supt





# RENTAL RETURN INVOICE

## # 149922304-001

BRANCH 457  
1820 HWY 2 & 52 WEST  
MINOT ND 58701  
701-839-6329  
701-839-8387 FAX

Received 9/11/2017

Customer #	: 213679
Invoice Date	: 09/08/17
Rental Out	: 09/06/17 07:41 AM
Rental In	: 09/07/17 01:54 PM
UR Job Loc	: 900 16TH ST SW, MINO
UR Job #	: 255
Customer Job ID:	
P.O. #	: TBD
Ordered By	: CODY
Written By	: SHAUN BETTS
Salesperson	: CHRISTOPHER DAHL

**Job Site**  
 WATER TREATMENT PLANT  
 900 16TH ST SW  
 X:XXX@XXX  
 MINOT ND 58701-3600  
 Office: 218-546-5519 Cell: 608-208-3620

RICE LAKE CONTRACTING  
PO BOX 517  
DEERWOOD MN 56444-0517

**Invoice Amount: \$1,048.09**

Terms: Due Upon Receipt  
 Payment options: Contact our credit office 212-333-6600 Ext. 84999  
**REMIT TO:** UNITED RENTALS (NORTH AMERICA), INC.  
 PO BOX 840514  
 DALLAS TX 75284-0514

RENTAL ITEMS:			Minimum	Day	Week	4 Week	Amount
Qty	Equipment	Description					
1	10624177	SKID STEER TRACK LOADER 2000-2399# Make: BOBCAT Model: T590 Serial: ALJU23510 Meter out: 76.80 Meter in: 83.50	345.00	345.00	905.00	1975.00	690.00
Rental Subtotal:							690.00
SALES/MISCELLANEOUS ITEMS:			Price	Unit of Measure	Extended Amt.		
Qty	Item						
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	8.970	EACH	8.97		
1	DELIVERY CHARGE		138.000	EACH	138.00		
1	PICKUP CHARGE		138.000	EACH	138.00		
Sales/Misc Subtotal:							284.97
Agreement Subtotal:							974.97
Tax:							73.12
Total:							1,048.09

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.  
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

You Can Now Access Invoice History and Update Purchase Orders Online  
To Sign Up, contact URControlSupport@ur.com



# Work Change Directive/Work Order

Engineer/Owner: City of Minot/Houston Eng  
 Wagner Project Number/Name: 15121  
 Date: October 24, 2017  
 Work Change Directive Number: 41

Description of Added/ Modified Work:

Walk Gate & 32' Swing Gate Addition

See attached documentation

Submitted By		Work Requested By:			
Matt Guerton		Alan Kemmet			
Description Labor:	# Men	Qty.	Units	Rate	Total
					\$0.00
					\$0.00
					\$0.00
Perdiem/Lodging		0.00	HRS	\$8.00	\$0.00
Description Equipment:			Units		Total
General Conditions/Small Tools/Office/Electric/Consumables (3% of Labor)		\$0.00	%	3.00%	\$0.00
Description Materials:			Units		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Description of Items Installed		Qty.	Units	Unit Price	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subcontractors		Qty.	Units	Unit Price	Total
Dakota Fence		1.00	LS	\$7,900.00	\$7,900.00
					\$0.00
Misc/Dumpfees/Survey/Q/C Testing/		Qty.	Units	Unit Price	Total
					\$0.00
	Mark-Up	7900.00	%	5.00%	\$395.00
<b>Total:</b>					<b>\$8,295.00</b>

Wagner Rep: \_\_\_\_\_ Date: \_\_\_\_\_ Owner Rep: \_\_\_\_\_ Date: \_\_\_\_\_

FARGO, ND  
BISMARCK, ND  
MINOT, ND  
WILLISTON, ND



# Dakota Fence®

1915 20th Avenue SE  
PO Box 3066  
Minot, ND - 58702-3066  
(701) 852-6263  
Fax (701) 852-0931



**INVOICE**

SOLD TO : 36326  
WAGNER CONSTRUCTION INC  
3151 HWY 53 SUITE 1  
INTERNATIONAL FALLS, MN - 56649

SHIP TO : 36326  
WAGNER CONSTRUCTION INC  
SUBCONTRACT 15121.006  
MINOT WTP FLOOD MITIGATION  
MINOT, ND - 58703

INVOICE # : 348114  
INVOICE DATE : 10/11/2017  
SHIP DATE : 9/2/2015  
JOB # : 15W1726

SALESREP : MS  
TERMS : UPON RECEIPT  
SHIP METHOD :  
P.O. # :

Description	Quantity Shipped	Price	Total
C/O #1	1	\$6,700.00	\$6,700.00
ADD 32 FT GATE			
ADD WALK GATE	1	\$1,200.00	\$1,200.00
ORIGINAL CONTRACT EAST SIDE CHAINLINK WEST SIDE CHAINLINK 7 FT ORNIMENTAL	1	\$52,982.00	\$52,982.00
	Sub-Total:		\$60,882.00
	TOTAL:		\$60,882.00

Comments :

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

**Please Pay From This Invoice !**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call

701-293-8599



EQUAL OPPORTUNITY EMPLOYER



# Work Change Directive/Work Order

**Engineer/Owner** City of Minot/Houston Eng  
**Wagner Project Number/Name** 15121  
**Date:** October 24, 2017  
**Work Change Directive Number:** 42

**Description of Added/ Modified Work:**

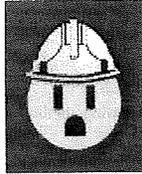
Additional electrical work completed at the 8th Ave SW Lift Station

See attached documentation

Submitted By		Work Requested By:				
Matt Guerton		Alan Kemmet				
Description Labor:		# Men	Qty.	Units	Rate	Total
						\$0.00
						\$0.00
						\$0.00
Perdiem/Lodging			0.00	HRS	\$8.00	\$0.00
Description Equipment:				Units		Total
General Conditions/Small Tools/Office/Electric/Consumables (3% of Labor)			\$0.00	%	3.00%	\$0.00
Description Materials:				Units		Total
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Description of Items Installed			Qty.	Units	Unit Price	Total
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Subcontractors			Qty.	Units	Unit Price	Total
Dakota Fence			1.00	LS	\$5,671.00	\$5,671.00
						\$0.00
Misc/Dumpfees/Survey/Q/C Testing/			Qty.	Units	Unit Price	Total
						\$0.00
		Mark-Up	5671.00	%	5.00%	\$283.55
					<b>Total:</b>	<b>\$5,954.55</b>

Wagner Rep. \_\_\_\_\_ Date: \_\_\_\_\_ Owner Rep: \_\_\_\_\_ Date: \_\_\_\_\_

MAIN ELECTRIC CONSTRUCTION INC  
2626 VALLEY ST.  
P.O. BOX 936  
MINOT, ND 58702-0936  
Phone: 701 852-3315



TFF  
4444

08/11/17

WAGNER CONSTRUCTION, INC.  
3151 HWY 53, STE 1  
INTERNATIONAL FALLS, MN 56649

WTP FLOOD HAZ MITIGATIO

Attention: MIKE BREWINSKI  
Project: 35700 / WTP FLOOD HAZ MITIGATION  
Reference: ADDITIONAL WORK IN 8TH AVE SW LIFT STATION  
Submitted Date: 08/11/17  
Change Request #: 1001 .....\$5,671.00

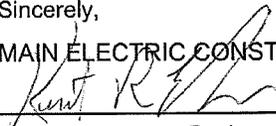
1. INSTALL TWO (2) VAPORTITE LED LIGHT FIXTURES AND ONE RECEPTACLE IN THE DRY PIT AREA .
2. INSTALL THREE (3) VAPORTITE LED LIGHT FIXTURES IN THE PUMP PIT AREA.
3. INSTALL TWO (2) VAPORTITE LED LIGHT FIXTURES IN THE TRASH RACK PIT AREA.
4. INSTALL 2 GANG SWITCHING FOR THIS LIGHTING ON THE WORK FLOOR

The impact of this change includes only those items which can be identified at this time. However, should it be determined at a later date that we are experiencing identifiable cost impacts or time delays beyond our control due to this scope change or because of multiple scope changes, delays, or other causes, we reserve the right to submit those costs and time extensions at that time.

If you have any other questions, please do not hesitate to contact this office.

Sincerely,

MAIN ELECTRIC CONSTRUCTION INC

  
KENT R. ENGLE, Project Manager

# Change Request Proposal

Project: 35700 / WTP FLOOD HAZ MITIGATION  
 (name and address) 900 16TH ST SW  
 MINOT, ND 58701

Change request number: 1001  
 Description: ADDITIONAL WORK IN 8TH AVE SW LIFT STATION

Customer: WAGNER CONSTRUCTION, INC.

## Notice to Proceed

Submitted date:  
 Received date:  
 Rough order of magnitude: 0.00

Status: PROPOSED C  
 Origination date: 08/08/17

## Quotation

Submitted date: 08/11/17  
 Due date:  
 Submitted amount: 5,671.00  
 Requested days delay: 0

## Notes

1. INSTALL TWO (2) VAPORTITE LED LIGHT FIXTURES AND ONE RECEPTACLE IN THE DRY PIT AREA .
2. INSTALL THREE (3) VAPORTITE LED LIGHT FIXTURES IN THE PUMP PIT AREA.
3. INSTALL TWO (2) VAPORTITE LED LIGHT FIXTURES IN THE TRASH RACK PIT AREA.
4. INSTALL 2 GANG SWITCHING FOR THIS LIGHTING ON THE WORK FLOOR

## Revenue Detail

Billing Item	Description	Revenue
008	ADD'L WORK 8TH AVE SW LIFT ST	5,671.00
<b>Total Revenue:</b>		<b>5,671.00</b>

## Contractor Pricing

Phase Code / Description	Cost Type	Quantity	UM	Amount
001	M DIRECT MTRL			2,390.60
001	L DIRECT LABOR			1,948.68
001	W STATE CERTIF.			39.05
001	U PERFORM. BONDS			39.00
001	E EQUIPT. RENTAL			66.00
001	O OTHER DIRECT X			672.50
<b>Contractor Pricing Total:</b>				<b>5,155.83</b>
<b>Total:</b>				<b>5,155.83</b>
<b>Mark-up:</b>				<b>515.17</b>
<b>Total Contractor Price for CR 1001</b>				<b>5,671.00</b>

## Approvals

Customer: WAGNER CONSTRUCTION, INC.  
 Authorized Representative: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

Contractor: MAIN ELECTRIC CONSTRUCTION INC  
 By: *David A. ...*  
 Date: *Aug. 11, 2017*

Job Name: Flood Mitigation POC  
 Job Number: 213  
 Extension Name: Summary #1

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode	% of Extended Price	% of Extended Hours
<b>Label Set: Combined, Combined, Combined, Combined, Combined</b>											
<b>CCode: Branch Rough</b>											
2.005	1/2 GRC	120.00	\$264.86	C	\$31,784	3.77	C	30.93		100%	100%
3.605	1" X CLOSE NIPPLE GALV RIGID	3.00	\$173.03	C	\$519	0.18	E	16.90		28.03%	54.64%
3.616	1/2" X 2" NIPPLE GRC	4.00	\$121.20	C	\$485	12.56	C				
3.627	3/4" X 2" NIPPLE GRC	2.00	\$136.20	C	\$272	15.07	C				
3.728	3/4 GRC LB BODY	3.00	\$10.86	E	\$32.58	0.38	E				
3.776	3/4 GRC LR BODY	1.00	\$10.86	E	\$10.86	0.38	E				
3.897	3/4 T FORM 7-GRC	6.00	\$11.35	E	\$68.11	0.63	E				
4.513	3/4 SEALING LOCKNUT	1.00	\$141.46	C	\$141	10.86	C				
4.819	1/2 3 PIECE UNION	4.00	\$732.43	C	\$2,930	18.84	C				
4.820	3/4 3 PIECE UNION	2.00	\$621.01	C	\$1,242	22.61	C				
4.857	3/4 CHASE NIPPLE	1.00	\$189.55	C	\$190	6.28	C				
4.870	3/4-1/2 REDUCING BUSHING	19.00	\$116.86	C	\$2,220	5.02	C				
4.871	1-3/4 REDUCING BUSHING	3.00	\$212.48	C	\$637	5.02	C				
5.178	1/2 GRC 1H MAL STP	25.00	\$79.19	C	\$1,980	3.77	C				
5.192	1/2 GRC CLAMP BACK	25.00	\$150.07	C	\$3,752	5.02	C				
26.526	1G HUBBELL WP26E VERT GFI COVER	1.00	\$1,248.00	C	\$1,248	15.07	C				
26.578	1/2 FS BOX 1 GANG	1.00	\$13.28	E	\$13.28	0.41	E				
26.618	3/4 FS BOX 2 GANG	1.00	\$24.54	E	\$24.54	0.53	E			9.14%	
<b>CCode: Hangers/Anchors</b>											
5.920	1/4" LONG LAG SHIELD	45.00	\$24.40	C	\$1,098	6.28	C	2.83	ch	0.49%	
<b>CCode: Trim Devices/Plates</b>											
25.776	SP TOGGLE SW, 20A SPEC.	2.00	\$1,154.27	C	\$2,309	25.12	C	2.83	ch	3.52%	2.68%
26.133	DPLX 5-20R GFCL IV EXTRA HD	1.00	\$47.31	E	\$47.31	0.25	E	0.50	dt		
26.712	COVER, FS 2 SWITCH	1.00	\$7.78	E	\$7.78	0.08	E	0.25	dt		
<b>CCode: Lighting Fixtures</b>											
23.264	LED 39W VAP DAMP ASY SURF FIXTURE	7.00	\$205.71	E	\$1,439.97	0.94	E	6.59	lf	64.75%	21.32%
<b>CCode: Lugs/Termination/Ground</b>											
9.522	IDEAL 452 RED WIRE NUT	30.00	\$117.30	M	\$3,519	42.70	M	1.28	sl	0.16%	4.14%
<b>CCode: Branch Wire</b>											
11	12 THHN CU STRANDED	500.00	\$135.58	M	\$67,790	5.00	M	2.50	wb	3.05%	8.08%

Job Name: Flood Mitigation POC  
 Job Number: 213  
 Extension Name: Summary #1

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode	% of Extended Price	% of Extended Hours
					\$2,223.81			30.93			



# Work Change Directive/Work Order

**Engineer/Owner** City of Minot/Houston Eng  
**Wagner Project Number/Name** 15121  
**Date:** October 24, 2017  
**Work Change Directive Number:** 43

**Description of Added/ Modified Work:**

Flexmat Installation at the HSPS Outfall Structure

See attached documentation

Submitted By		Work Requested By:			
Matt Guerton		Alan Kemmet			
Description Labor:	# Men	Qty.	Units	Rate	Total
Superintendent (Blended Overtime Rate 60HR Week)	1	10.00	HRS	\$129.38	\$1,293.80
Operator (Blended Overtime Rate 60HR Week)	2	9.50	HRS	\$81.79	\$1,554.01
Labor (Blended Overtime Rate 60HR Week)	1	9.50	HRS	\$76.69	\$728.56
Perdiem/Lodging		0.00	HRS	\$8.00	\$0.00
Description Equipment:			Units		Total
14-16 Ton Excavator (Komatsu PC 138)		9.50	HRS	\$79.20	\$752.40
175-200 HP Wheel Loader (Cat 950)		1.50	HRS	\$70.21	\$105.32
Skidsteer (Cat 289)		9.50	HRS	\$56.00	\$532.00
Description Materials:			Units		Total
Flex Mat - Brock White		2.00	EA	\$1,139.40	\$2,278.80
Concrete Spillway - SVR		1.00	LS	\$287.03	\$287.03
					\$0.00
					\$0.00
Description of Items Installed		Qty.	Units	Unit Price	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subcontractors		Qty.	Units	Unit Price	Total
			LS		\$0.00
					\$0.00
Misc/Dumpfees/Survey/Q/C Testing/		Qty.	Units	Unit Price	Total
					\$0.00
	Mark-Up	2565.83	%	15.00%	\$384.87
<b>Total:</b>					<b>\$7,916.78</b>

Wagner Rep. \_\_\_\_\_ Date: \_\_\_\_\_ Owner Rep: \_\_\_\_\_ Date: \_\_\_\_\_



# Work Change Directive/Work Order

Engineer/Owner  
 Wagner Project Number/Name: 15121  
 Date: 6-27-17  
 Work Change Directive Number:

Description of Added/ Modified Work: Regrading and Installation of 2 rolls  
of Flexmat and pouring 2 yds concrete for spillway

Submitted By:		Work Requested By:				
<b>Description Labor:</b>		# Men	Qty.	Units	Rate	Total Hours
Supervisor		1	10	Hr.		10
Operator		2	9.5	Hr.		19
Laborer		1	9.5	Hr.		9.5
<b>Description Equipment:</b>		Unit #	Qty.	Units	Unit Price	Total
Komatsu PC138		272	9.5	Hr.		
Caterpillar 950G		406	1.5	Hr.		
Cat 289D Skidsteer		R 411	9.5	Hr.		
<b>Description Materials:</b>			Qty.	Units	Unit Price	Total
<b>Description of Items Installed</b>			Qty.	Units	Unit Price	Total
Flexamat 8'x30'			2			
Concrete			2 yds			
<b>Subcontractors</b>			Qty.	Units	Unit Price	Total
<b>Misc/Dumpfees/Survey/Q/C Testing/</b>			Qty.	Units	Unit Price	Total

Wagner Rep. \_\_\_\_\_ Date: \_\_\_\_\_ Owner Rep: \_\_\_\_\_ Date: \_\_\_\_\_

White/Owner-Engineer    Yellow/Wagner Office    Pink/Wagner Foreman

Brock White Company, LLC  
4401 East Burdick Expy  
Minot, ND 58701-5

PHONE: 7018390509  
TOLL FREE: (855)202-5908  
FAX: 701-839-0554

INVOICE NO
12791555-00
INVOICE DATE
06/08/17
PO NUMBER
15121

# INVOICE

CUSTOMER NO	ORDER NUMBER	SHIP VIA	DUE DATE	TERMS
13223	12791555-00	WC-WAITING	07/10/17	10THPROXIMO
ORDER DATE	SHIP DATE	ORDER BY	JOB NAME	
06/07/17	06/08/17		JESSE	

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WAGNER CONST  
3151 HIGHWAY 53 STE 1  
INT'L FALLS, MN 56649-8969

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WAGNER CONST  
3151 HIGHWAY 53 STE 1  
MINOT., ND 58701

ORDER QTY	SHPD QTY	BKORD QTY	UNIT	ITEM # / DESCRIPTION	PRICE	NET PRICE
-----------	----------	-----------	------	----------------------	-------	-----------

1	1	0	ROLL	0229567 FLEXAMAT PLUS 8' X 30' 240 SF ROLL	1080.00	1080.00
---	---	---	------	---	---------	---------

Shipped Total

1

Total	1080.00
NORTH DAKOTA 5%	54.00
ND WARD	5.40
Invoice Total	1139.40

Last Page

Cash Discount 0.00 If Paid By 06/08/17

1.5% per month interest charged on all overdue accounts.

**U.S. FUNDS**

PLEASE DETACH REMITTANCE STUB HERE AND INCLUDE WITH YOUR PAYMENT TO ASSURE ACCURATE CREDIT

INVOICE DATE	CUSTOMER NUMBER	INVOICE NO	INVOICE TOTAL
06/08/17	13223	12791555-00	1139.40

**U.S. FUNDS**

REMIT TO
BROCK WHITE COMPANY 2575 KASOTA AVE. ST. PAUL, MN 55108-1504

WAGNER CONST  
3151 HIGHWAY 53 STE 1  
INT'L FALLS, MN 56649-8969

Cash Discount 0.00 If Paid By 06/08/17

REMITTANCE AMOUNT \_\_\_\_\_

# BROCKWHITE

CONSTRUCTION MATERIALS

BROCK WHITE CO LLC  
4401 EAST BURDICK EXPY  
MINOT, ND 58701-5505

Phone: (701)839-0509  
Toll Free: (855)202-5908  
Fax: 701-839-0554

CUST. # 13223

\*\*\* Customer Copy \*\*\*

# PACKING SLIP

TAKEN BY	ORDER #
rpop	12791555-00

ORDER DATE	CUSTOMER PO #	PAGE
06/07/17	15121	1



Order #: 12791555-00



Cust PO #: 15121

BILL TO: **WAGNER CONST**  
**3151 HIGHWAY 53 STE 1**  
**INT'L FALLS, MN 56649-8969**  
**CUSTOMER PHONE # 2182833700**

SHIP TO: **WAGNER CONST**  
**3151 HIGHWAY 53 STE 1**  
**MINOT..., ND 58701**

CORR TO: **BROCK WHITE MINOT - 415**  
**4401 EAST BURDICK EXPY**  
**MINOT, ND 58701-5505**

SHIP POINT		INSTRUCTIONS	
Brock White Minot - 415		JESSE	
SHIP VIA	REQUEST DATE	PICKED	TERMS
WC-WAITING	06/07/17	06/07/17	10THPROXIMO

PRINTED AT: 06/07/17 16:13

LINE NO	QTY	PRODUCT AND DESCRIPTION	BIN LOCATION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	RECEIVED	NO. CARTON	AMOUNT (NET)
1		0229567 FLEXAMAT PLUS 8' X 30' 240 SF ROLL	YA/RD/ /	1.00	0.00	1.00	ROLL			

Last Page

1	LINES TOTAL	# OF LINES NOT PRINTED	0	QTY. SHIPPED TOTAL	1.00
PICKED BY	PACKED BY	CHECKED BY	CUBE	WEIGHT	FREIGHT CHARGE
			124416.00000	2400.00000	

FILLED BY: \_\_\_\_\_  
DELIVERED BY: \_\_\_\_\_

For 24 HOUR CHEMICAL EMERGENCY SPILL, LEAK, EXPOSURE, OR ACCIDENT CALL INFOTRAC 1-800-535-5053

CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS AND CONDITIONS OF SALE LOCATED AT <https://brockwhite.com/termsandconditions> AND THAT THESE TERMS FORM PART OF THE AGREEMENT BETWEEN THE CUSTOMER AND BROCK WHITE RELATING TO THE SALE OF ITEMS LISTED ON THIS PACKING SLIP. THE TERMS AND CONDITIONS OF SALE INCLUDE LIMITATIONS OF LIABILITY, WARRANTY DISCLAIMERS, AND DISPUTE RESOLUTION PROVISIONS, AMONG OTHER IMPORTANT TERMS INCLUDING: DELIVERY; FOB BROCK WHITE, PRE-PAY AND BILL, UNLESS OTHERWISE NOTED. RETURNS: 15% RESTOCKING FEE FOR STOCK ITEMS. NON-STOCK/SPECIAL ORDER ITEMS ARE NOT RETURNABLE. CUSTOMER ACKNOWLEDGES RECEIPT OF THE ABOVE MERCHANDISE IN GOOD CONDITION AND THE AVAILABILITY AND RECEIPT OF SAFETY DATA SHEETS (SDS) AT <https://brockwhite.com>. THE ABOVE MERCHANDISE RECEIVED IN GOOD CONDITION WITH SAFETY DATA SHEETS (SDS) WERE APPLICABLE.

DATE



Souris Valley Ready Mix, LLC

5320 Railway Avenue  
PO Box 1947  
Minot, ND 58702-1947

# INVOICE

RECEIVED JUN 29 2017

DATE	INVOICE #
06/27/2017	107182

BILL TO
Wagner Construction Inc. 3151 Hwy. 53 International Falls, MN 56649

SHIP TO
EAST SIDE OF WATER TREATMENT PLANT MINOT

		PO - JOB #	TERMS	DUE DATE
		15121	The 10th day of ...	07/10/2017
QUANTITY	TICKET NUMBER	DESCRIPTION	PRICE EACH	AMOUNT
2	53245	4000 PSI W / ASH 3/8" ROCK Minot City/Ward County/ND State Sales Tax	133.50 7.50%	267.00T 20.03
		OK to Pay Change Order MG		
			<b>TOTAL</b>	\$287.03
			<b>PAYMENTS/CREDITS</b>	\$0.00
			<b>BALANCE DUE</b>	\$287.03
Phone #	Fax #	E-mail	Web Site	
(701) 838-3387	(701) 838-7543	svradmin@srt.com	www.svrconcrete.com	



# Change Order Request ~~#7~~ 45

Date:

November 15, 2017

Submitted To: Houston Engineering  
Alan Kemmit

Title: Traffic Control Balance from CO4c

Submitted By		Job Description				
Matt Guerton		Minot WTP Flood Hazard Mitigation Project				
Description:	Qty	UOM	Unit Price		Line Total	
WD-01 Sheets C-805&A, C-807A&B	3	MO	\$2,865.00		\$8,595.00	
Portable Changeable Message Signs (PCMS)	3	MO	\$4,278.00		\$12,834.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
<b>Total</b>					<b>\$21,429.00</b>	

Added Contract Days

Notes: Change Order pricing is based on a by the month rental

Accepted By: \_\_\_\_\_

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



# SUBMITTAL FOR APPROVAL

WAGNER CONSTRUCTION INC.

15121. - Minot, ND - WTP Flood Hazard Mitigation Project

Page 1  
DATE: 12/08/2017

REV #: 0

SPEC #:

Submittal #: 262

**To: Alan Kemmet**  
HOUSTON ENGINEERING  
3712 LOCKPORT ST  
BISMARCK, ND 58503-5535

**From: Jenna DeBenedet**  
WAGNER CONSTRUCTION INC.  
3151 Hwy 53  
International Falls, MN 56649

---

We are transmitting the following Submittal Package Close Out Document Package;  
Rev 0 item(s) for your review.

Please review and respond to Jenna DeBenedet by 12/15/2017 in accordance with the  
contract documents.

Additional Notes:

Submittal Item	Status	Activity Date	Copies
Close Out Document Package	Submitted	12/08/2017	1

Sincerely,

A handwritten signature in blue ink, appearing to read "Jenna DeBenedet", written over a horizontal line.

Jenna DeBenedet

RELEASE OF CLAIMS AND AFFIDAVIT

For and in consideration of the receipt of final payment in the amount of \$ 25,372,614.55 from the City of Minot, North Dakota under and pursuant to Contract No. 3673 for Minot WTP Flood Hazard Mitigation Project the undersigned hereby does remise, release, and discharge the City of Minot, North Dakota, its officers, agents, and employees of and from any and all claims and demands whatsoever under or arising from the said contract, except specified claims in state amounts listed as follows:

This release has been executed this 6<sup>TH</sup> day of DECEMBER 2017.

WAGNER CONSTRUCTION INC.

(Contractor)

By: KALAN WAGNER

PRESIDENT

(Title)

State of MN

County of KOOCHICHING

BEFORE ME, the undersigned Notary, ANN KING, on this 6<sup>TH</sup> day of DECEMBER, 2017, personally appeared KALAN WAGNER, a representative authorized to conduct business for WAGNER CONSTRUCTION INC., and known to me to be a credible person and of lawful age, who being by me first duly sworn on his oath, deposes and says:

All material suppliers and subcontractors have been paid in full for the project identified above.

Kalan Wagner  
Signature of Affiant

KALAN WAGNER  
Typed or Printed name of Affiant

3151 HWY 53 INT'L FALLS, MN 56649  
Address of Affiant

Subscribed and sworn to before me, this 6<sup>TH</sup> day of DECEMBER, 2017.

[Notary Seal]



Ann C. King  
Signature of Notary

ANN C. KING  
Typed or Printed name of Notary

My Commission expires: JANUARY 31, 2018



### Unconditional Waiver and Release – Final Payment Received

The undersigned hereby acknowledges receiving full and final payment, with a \$0 balance due for all labor, skill and material furnished or to be furnished to the following described real property:

Project name: WTP Flood Hazard Mitigation Project  
Project address: Minot, ND

And for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property. The undersigned affirms that all materials furnished by the undersigned have been paid for and all subcontractors employed by the undersigned have been paid in full.

Accepted

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Jeff Hawkins, Credit Manager

Company Name: \_\_\_\_\_

Ferguson Waterworks

Company Address: \_\_\_\_\_

PO Box 802817

Chicago, IL 60680

Please mail completed form to: Wagner Construction Inc.  
3151 Hwy 53 Suite 1  
International Falls, MN 56649

Or email to: [a.king@wagnerconstructioninc.com](mailto:a.king@wagnerconstructioninc.com)

Wagner Construction Inc.  
3151 Hwy 53 Suite 1  
International Falls, MN 56649  
Tel: 218-202-3400 Fax: 218-202-3401



### Unconditional Waiver and Release – Final Payment Received

The undersigned hereby acknowledges receiving full and final payment, with a \$0 balance due for all labor, skill and material furnished or to be furnished to the following described real property:

Project name: WTP Flood Hazard Mitigation Project  
Project address: Minot, ND

And for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property. The undersigned affirms that all materials furnished by the undersigned have been paid for and all subcontractors employed by the undersigned have been paid in full.

Accepted

Signature: 

Printed Name & Title: Patrick Hynok, URM

Company Name: Strala Corporation

Company Address: PO Box 13500  
Grand Forks, ND 58208

Please mail completed form to: Wagner Construction Inc.  
3151 Hwy 53 Suite 1  
International Falls, MN 56649

Or email to: [a.king@wagnerconstructioninc.com](mailto:a.king@wagnerconstructioninc.com)



## Unconditional Waiver and Release – Final Payment Received

The undersigned hereby acknowledges receiving full and final payment, with a \$0 balance due for all labor, skill and material furnished or to be furnished to the following described real property:

Project name: WTP Flood Hazard Mitigation Project

Project address: Minot, ND

And for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property. The undersigned affirms that all materials furnished by the undersigned have been paid for and all subcontractors employed by the undersigned have been paid in full.

Accepted

Signature: [Signature]

Printed Name & Title: John Sharp / Credit Mgr.

Company Name: Forterra BP

Company Address: PO Box 74008199

Chicago, IL 60674

Please mail completed form to: Wagner Construction Inc.  
3151 Hwy 53 Suite 1  
International Falls, MN 56649

Or email to: [a.king@wagnerconstructioninc.com](mailto:a.king@wagnerconstructioninc.com)



### Unconditional Waiver and Release – Final Payment Received

The undersigned hereby acknowledges receiving full and final payment, with a **\$0 balance due** for all labor, skill and material furnished or to be furnished to the following described real property:

Project name: WTP Flood Hazard Mitigation Project  
Project address: Minot, ND

And for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property. The undersigned affirms that all materials furnished by the undersigned have been paid for and all subcontractors employed by the undersigned have been paid in full.

Accepted

Signature: Terry Sanders

Printed Name & Title: Terry Sanders CFO

Company Name: Aggregate Construction

Company Address: 4100 Hwy 52  
Minot, ND 58701

Please mail completed form to: Wagner Construction Inc.  
3151 Hwy 53 Suite 1  
International Falls, MN 56649

Or email to: [a.king@wagnerconstructioninc.com](mailto:a.king@wagnerconstructioninc.com)

Wagner Construction Inc.  
3151 Hwy 53 Suite 1  
International Falls, MN 56649



**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Owner's Contract # 3673 Wagner Construction's Job # 15121

Upon receipt by the undersigned of a final check from Wagner Construction Inc.

In the sum of \$ 7230.98

Payable to West River Striping Company

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

WTP Flood Mitigation

located at Minot, ND to the following extent:

This release covers full & final payment for all labor, services, equipment or materials furnished to the jobsite.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from this final payment to promptly pay in full all of his/her laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date 11-27-2017

West River Striping Co.

Signature

Steve Hsu

Print Name

President



**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Owner's Contract # \_\_\_\_\_ Wagner Construction's Job # 15121

Upon receipt by the undersigned of a final check from Wagner Construction Inc.

In the sum of \$ 735,477.58

Payable to Rice Lake Construction Group

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

WTP Flood Hazard Mitigation

located at Minot, ND to the following extent:

This release covers full & final payment for all labor, services, equipment or materials furnished to the jobsite.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from this final payment to promptly pay in full all of his/her laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date 12/6/17

RICE LAKE CONSTRUCTION GROUP

Company Name

John Strain by dg

Signature

JOHN STRAIN

Printed Name

PROJECT MANAGER

Title

WAGNER CONSTRUCTION, INC  
3151 Hwy 53 • INTERNATIONAL FALLS, MN 56649  
(P) 218 283 3700 (F) 218 283 1042



**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Owner's Contract # 3673 Wagner Construction's Job # 15121

Upon receipt by the undersigned of a final check from Wagner Construction Inc.

In the sum of \$ 1819.62

Payable to Pro Landscapers LLC

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

WTP Flood Mitigation

located at Minot, ND to the following extent:

This release covers full & final payment for all labor, services, equipment or materials furnished to the jobsite.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from this final payment to promptly pay in full all of his/her laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date 11-29-17

Pro Landscapers  
Company Name

[Signature]  
Signature

Sam Harvey  
Printed Name

President  
Title

Wagner Construction Inc.  
3111 Hwy 90 - International Falls, MN 56601  
Ph: 218 233 1700 - Fax: 218 233 1701



**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Owner's Contract # 3673 Wagner Construction's Job # 15121

Upon receipt by the undersigned of a final check from Wagner Construction Inc.

In the sum of \$ 0

Payable to Northern Technologies Inc. LLC

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

WTP Flood Mitigation

located at Minot, ND to the following extent:

This release covers full & final payment for all labor, services, equipment or materials furnished to the jobsite.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from this final payment to promptly pay in full all of his/her laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date 11-28-17

Northern Technologies, LLC  
Company Name

Harry Smith  
Signature

Harry Smith  
Printed Name

Treasurer  
Title

WAGNER CONSTRUCTION, INC  
3151 Hwy 53 • INTERNATIONAL FALLS, MN 56641  
[P] 218.283.3700 [F] 218.283.1041





**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Owner's Contract # 3673 Wagner Construction's Job # 15121

Upon receipt by the undersigned of a final check from Wagner Construction Inc.

In the sum of \$ 1903.37

Payable to Minot Paving Co. Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

WTP Flood Mitigation

located at Minot, ND to the following extent:

This release covers full & final payment for all labor, services, equipment or materials furnished to the jobsite.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from this final payment to promptly pay in full all of his/her laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date 11/27/2017

MINOT PAVING CO., INC.

Company Name

[Signature]

Signature

RICHARD J. RUTTEN II

Printed Name

PRESIDENT

Title



**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Owner's Contract # 3673 Wagner Construction's Job # 15121

Upon receipt by the undersigned of a final check from Wagner Construction Inc.

In the sum of \$ 0

Payable to Midwest Borings Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

WTP Flood Mitigation

located at Minot, ND to the following extent:

This release covers full & final payment for all labor, services, equipment or materials furnished to the jobsite.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from this final payment to promptly pay in full all of his/her laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date 11/27/17

Midwest Borings Inc.

Company Name

Schillenaert

Signature

Lynnette Schillenaert

Printed Name

President

Title



CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Owner's Contract # 3673 Wagner Construction's Job # 15121

Upon receipt by the undersigned of a final check from Wagner Construction Inc.

In the sum of \$ 144,804.35

Payable to Main Electric Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

WTP Flood Hazard Mitigation

located at Minut, NJ to the following extent:

This release covers full & final payment for all labor, services, equipment or materials furnished to the jobsite.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from this final payment to promptly pay in full all of his/her laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date Dec. 6, 2017

Main Electric Construction, Inc.

Company Name

*David Hendershot*

Signature

David Hendershot

Printed Name

President



**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Owner's Contract # 3673 15121.006 Wagner Construction's Job # 15121

Upon receipt by the undersigned of a final check from Wagner Construction Inc.

In the sum of \$ 60,882.00

Payable to Dakota Fence

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

WTP Flood Mitigation

located at Minot, ND to the following extent:

This release covers full & final payment for all labor, services, equipment or materials furnished to the jobsite.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from this final payment to promptly pay in full all of his/her laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date 11/10/17

Dakota Fence  
Company Name

[Signature]  
Signature

Mylan Sand  
Printed Name

V. Pres.  
Title

WAGNER CONSTRUCTION, INC.

3151 Hwy 53 • INTERNATIONAL FALLS, MN 56649

(P) 218.283.3700 (F) 218.283.1043

An Equal Opportunity Employer



CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Owner's Contract # 3673 Wagner Construction's Job # 15121

Upon receipt by the undersigned of a final check from Wagner Construction Inc.

In the sum of \$ 0

Payable to BW Concrete Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

WTP Flood Mitigation

located at Minot, ND to the following extent:

This release covers full & final payment for all labor, services, equipment or materials furnished to the jobsite.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from this final payment to promptly pay in full all of his/her laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date 11-29-17

B.W. Concrete Inc.  
Company Name

[Signature]  
Signature

Ben Weisweaver  
Printed Name

President  
Title

WAGNER CONSTRUCTION, INC.  
3151 Hwy 53 • INTERNATIONAL FALLS, MN 56649  
(P) 218.283.3700 (F) 218.283.1043



**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Owner's Contract # 3673 Wagner Construction's Job # 15121

Upon receipt by the undersigned of a final check from Wagner Construction Inc.

In the sum of \$ 78,199.35

Payable to 3D Specialties Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

WTP Flood Mitigation

located at Minot, ND to the following extent:

This release covers full & final payment for all labor, services, equipment or materials furnished to the jobsite.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from this final payment to promptly pay in full all of his/her laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date 11-14-17

3D Specialties, Inc  
Company Name

[Signature]  
Signature

Doyle Schrader  
Printed Name

Project Manager  
Title

An Equal Opportunity Employer

WAGNER CONSTRUCTION, INC.  
3151 Hwy 53 • INTERNATIONAL FALLS, MIN 56849  
(P) 218.283.3700 (F) 218.283.1043



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Lance Meyer, P.E., City Engineer

**DATE:** 12/21/2017

**SUBJECT: US 83 BYPASS 4 LANE PROJECT COST PARTICIPATION AND MAINTENANCE AGREEMENT AMENDMENT (4040)**

**I. RECOMMENDED ACTION**

1. Recommend approval of the Cost Participation and Maintenance Agreement Amendment with the NDDOT for the US 83 Bypass 4 Lane Project; and
2. Authorize the Mayor to sign the agreement

**II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	857-4100
Jacqueline Melcher, Assistant City Engineer	857-4132

**III. DESCRIPTION**

A. Background

As part of the US 83 Bypass 4 Lane project, 21<sup>st</sup> Ave intersection was upgraded, a signal installed, and 21<sup>st</sup> Ave was extended west to 30<sup>th</sup> Ave NW. An existing Cost Participation and Maintenance agreement (CPM) with the NDDOT is signed and in place for this project.

B. Proposed Project

In the existing agreement, the maintenance responsibilities were inadvertently omitted from the agreement. This amendment specified the maintenance responsibilities of each agency. In the amendment, the City will maintain all infrastructure from the stop bars on 21<sup>st</sup> Ave back east and west, basically everything but the mainline highway. The city will also maintain the traffic signal at 21<sup>st</sup> Ave, except for major replacements. The NDDOT will maintain the highway and perform major signal replacements.

C. Consultant Selection

N/A

**IV. IMPACT:**

A. Strategic Impact:

Both the bypass and 21<sup>st</sup> Ave are critical transportation corridors for the City.

B. Service/Delivery Impact:

The maintenance responsibilities in the amendment were always anticipated to be included. This agreement is the same as other agreements where highway/city street intersections occur.

C. Fiscal Impact:

Ongoing signal maintenance and street maintenance will be required for the life of the project. These costs are budgeted in the respective departments.

**V. ALTERNATIVES**

Alt 1. No alternatives exist. The City must amend this agreement.

**VI. TIME CONSTRAINTS**

The NDDOT would like this agreement finalized soon, as the infrastructure is in service.

**VII. LIST OF ATTACHMENTS**

A. CPM Agreement Amendment

**North Dakota Department of Transportation**  
**AMENDMENT TO COST PARTICIPATION AND MAINTENANCE AGREEMENT**  
**Project No. SOIB-CPU-TRP-4-083(130)920**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and city of Minot, hereinafter known as the City, whose address is P.O. Box 5006, Minot, ND 58702.

WHEREAS, the parties entered into a contract on 1/27/2017; and

WHEREAS, in the original cost participation and maintenance agreement, the agreement didn't identify who will provide the maintenance of the traffic signals at the intersection of 21st Avenue Northwest and the US 83 West bypass on the above project; and

NOW THEREFORE, the City and NDDOT agree that the City:

a: Will do all maintenance of pavement, pavement markings, storm sewer, and snow removal on the portions of the project beginning at the stop bars at the intersection of 21<sup>st</sup> Avenue Northwest and the US 83 bypass and extending west and east away from the US 83 West bypass roadway.

b. Will do routine maintenance and programming of the traffic signal system at the above noted intersection which include, but not limited to:

1. Renew lamps with the same size and type designated in the plans;
2. Furnish all electrical energy necessary to operate this system;
3. Clean glassware as necessary;
4. Replace or repair defective or damaged cameras, electrical switches, wire, glassware, seals, conductors, conduits, standards, and other facilities installed as part of this system;
5. Perform regularly scheduled preventive maintenance of the control mechanism (cleaning, lubricating, inspecting, and replacing worn or weak parts).



6. All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

NDDOT:

- a. Will do maintenance of pavement, pavement markings, storm sewer, and snow plowing on the portions of the project along the mainline of the US 83 West bypass roadway (between the stop bars).
- b. Will do major replacements (due to damage) or upgrades to lighting and signals.



EXECUTED the date last below signed.

APPROVED:

City of Minot:

\_\_\_\_\_  
NAME (TYPE OF PRINT)

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

ATTEST:

\_\_\_\_\_  
CITY AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Executed by the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the date last below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
DIVISION DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\*Mayor or President City Commission

CLA 52494 (Div. 06)  
L.D. Approved 5-19-00; 5-03



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# City of Minot

**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Captain John Klug

**DATE:** December 27, 2017

**SUBJECT: REQUEST APPROVAL TO PURCHASE POLICE PATROL VEHICLES ON STATE BID**

**I. RECOMMENDED ACTION**

1. Recommend approval of purchasing police patrol vehicles on the State Bid contract as  

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authorized by City Ordinance Sec. 2-134(d); and
2. Recommend approval of funds from cash reserves.

**II. DEPARTMENT CONTACT PERSONS**

John Klug, Patrol Commander	857-9800
Jason Olson, Chief of Police	857-4715

**III. DESCRIPTION**

A. Background

The police department specifications for police vehicles are almost identical to the state specifications for patrol vehicles. Nelson Auto Center in Fergus Falls, MN has the contract for 2018 and has supplied the patrol vehicles to the state and police department since 2015. The police department has been authorized to purchase four (4) all-wheel drive police patrol vehicles in the 2018 capital purchases budget and we request authorization to purchase them on State Contract Pricing.

**IV. IMPACT:**

A. Fiscal Impact:

2018 Capital Purchases (429-7300-421.07-93)

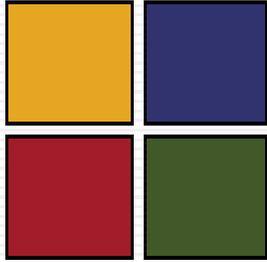
4 Patrol All-Wheel Drive Vehicles	\$109,512
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Project Funding

Capital Purchases (Police)	\$109,000
Cash Reserves	<u>512</u>
Total	\$109,512

**V. LIST OF ATTACHMENTS**

- A. State Bid Contract
- B. Minot PD Quotes from Nelson Auto



## North Dakota State Procurement Office

*Office of Management & Budget, Central Services Division*

14<sup>th</sup> Floor Capitol Tower, 600 East Boulevard Ave Dept 012  
Bismarck, ND 58505-0310

Telephone: (701) 328-2683 Fax: (701) 328-1615

### Contract Information

<b>Term Contract Name:</b>	Police Vehicles
<b>Term Contract Number:</b>	376
<b>Contract Period:</b>	10/01/2017 thru 09/30/2018
<b>Contract Administrator:</b>	Jamie Bostyan
<b>Phone Number:</b>	701-328-4912
<b>Fax Number:</b>	701-328-1615

### Contractor Information

<b>Contractor Name:</b>	Nelson Auto Center 2228 College Way Fergus Falls, MN 56538
<b>Service Representative:</b>	Sue Kugler
<b>Toll Free Telephone Number:</b>	800-477-3013
<b>Telephone Number:</b>	218-998-8864
<b>Fax Number:</b>	218-998-8810
<b>Email Address:</b>	<a href="mailto:skugler@NelsonFleet.com">skugler@NelsonFleet.com</a>

### TERMS AND CONDITIONS

**Delivery.** The contractor must deliver commodities and services by the required time. If after receiving the order, the contractor learns that the delivery requirements cannot be met, the contractor must immediately notify ND State Fleet or the Purchasing Entity or State Agency by telephone or by e-mail or mail of the delay and the approximate date delivery may be expected.

- Delivery must be made within 90-120 days after the contractor receives an order from the Purchasing Agency or Cooperative Entity.

**F.O.B. Point and Freight.** Delivery and passage of title under this contract shall be as follows: Delivery will be F.O.B. Destination to the location specified on the Bid Cost Response section of the solicitation. The freight is to be included in the price of the products. Title will pass to Purchasing Agency or entity upon delivery to the specified destination.

**Pricing.** Pricing under this contract shall be as follows:

**Pricing, Firm-Fixed with Adjustment Provisions.** The total bid price is to include all discounts and deductions, and is to be less federal and state taxes, for which exemption certificates will be furnished upon request. Pricing shall be firm for the first 60 days of the contract period, after which time the contractor may submit a request for a price increase to the Procurement Officer.

- **Pricing Changes/model year change.** If during this contract period there is a model year change by the (OEM) manufacturer or additional costs are incurred by the contractor from their 3<sup>rd</sup> party, the Contractor must send a written request for a change by letter or email to the State contract administrator.
- This request for a price increase or decrease must include a copy of the (OEM) manufacturer's official

notice or other evidence that the increase or decrease is applicable to all customers.

- Upon receipt of the contract price change request, the State reserves the right to accept or reject within 30 days. The price change request, if agreeable to State, will become effective as set forth in a written amendment to the contract upon execution by both parties. If State does not accept the price change the awarded vehicle may be cancelled by amendment to the contract.
- If State accepts the awarded vehicle contract price change request, the dealer shall supply the new model year at the amended price for the remainder of the awarded contract period.
- All vehicle shipments are to be billed at prices in effect at the time of the order, not the date the shipment is made.

**Cooperative Purchasing Contract.** This contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (NDCC) sections [54-44.4-13](#). This contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C [chapter 39-04.2](#), and the International Peace Garden. Participation in this open-ended contract is not mandated; therefore, the estimated volume of this contract is not known.

**DOCUMENTS THAT MUST BE FURNISHED AT TIME OF DELIVERY TO A COOPERATIVE PURCHASING ENTITY:**

- Certificate of origin (MCO)
- Dealer Invoice (with contract pricing)
- Damage Disclosure

**The following must accompany the vehicle when it is delivered:**

- Warranty, warranty book and identification plate (if needed)
- Key number

**PRICING**

Item No.	Spec. No.	Description - Make/Model	Each Price	Vendor
<b>SSP7-1</b>		<b>2018 Ford Sedan Police Interceptor</b>		
1.	Bismarck		\$25,873	Nelson Auto Center
<b>SSP7-2</b>		<b>2018 Ford Expedition SSV</b>		
2.	Bismarck		\$39,926	Nelson Auto Center
<b>SSP7-4</b>		<b>2018 Dodge Charger Pursuit</b>		
3.	Bismarck		\$24,036	Nelson Auto Center
<b>SSP7-7</b>		<b>2018 Ford Utility Police Interceptor</b>		
4.	Bismarck		\$28,732	Nelson Auto Center
<b>SSP7-8</b>		<b>2018 Ford F-250</b>		
5.	Bismarck		\$34,232	Nelson Auto Center
<b>SSP7-10</b>		<b>2018 RAM 1500 SSV</b>		
6.	Bismarck		\$28,352	Nelson Auto Center
<b>SSP7-11</b>		<b>2018 Ford F-150 Police Responder</b>		
7.	Bismarck		\$34,972	Nelson Auto Center



**FLEET DEPARTMENT**  
 2228 COLLEGE WAY, PO Box 338  
 FERGUS FALLS, MN 56538-0338  
 PHONE: 218-998-8864  
 TOLL FREE: 800-477-3013 EXT. 8864  
 SKUGLER@NELSONFLEET.COM

**VEHICLE QUOTE NUMBER MinotPD K8A 18**

**Sold To:** Minot Police Department  
**Attn:** Captain John Klug  
**Address:** 515 2nd Av SW, PO Box 5006  
 Minot, ND 58702-5006

**Date:** 12/20/2017  
**Phone:** 701-857-9800  
**FAX:** c: 701-578-8742  
**Salesperson:** Sue Kugler  
**Key Code:** 0

Stock No:	Year	Make	Model	New/Used	Vehicle ID Number
MinotPD K8A 18	2018	Ford Interceptor Utility	AWD Police Utility Color: White / Black Cloth/Vinyl	New	

Price of Vehicle:	<i>Per ND Spec: SSP7-7</i>	\$28,732.00
Options & Extras:		\$135.00
Includes all items per ND Spec, plus:		
Disable door chime	\$135.00	

*Delivery Included*

Subtotal: \$28,867.00

Trade - In:

Total Cash Price: \$28,867.00

**Terms: Net 30 days**

Your Purchase Order #

Project #

ND Contract 376

***Thanks for your business!***

Ship To / Lessee / End User: Minot Police Department  
 Attn: Captain John Klug  
 Investigations/Patrol Commander  
 Address: 515 2nd Av SW, PO Box 5006  
 Minot, ND 58702-5006

FAX: c: 701-578-8742  
 Phone: 701-857-9800  
 email: john.klug@minotnd.org

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



FLEET DEPARTMENT  
 2228 COLLEGE WAY, PO Box 338  
 FERGUS FALLS, MN 56538-0338  
 PHONE: 218-998-8864  
 TOLL FREE: 800-477-3013 EXT. 8864  
 SKUGLER@NELSONFLEET.COM

**VEHICLE QUOTE NUMBER MinotPD P2M 18**

**Sold To:** Minot Police Department  
**Attn:** Captain John Klug  
**Address:** 515 2nd Av SW, PO Box 5006  
 Minot, ND 58702-5006

**Date:** 12/20/2017  
**Phone:** 701-857-9800  
**FAX:** c: 701-578-8742  
**Salesperson:** Sue Kugler  
**Key Code:** 0

Stock No:	Year	Make	Model	New/Used	Vehicle ID Number
MinotPD P2M 18	2018	Ford	Interceptor Sedan AWD Sedan	New	
			Color: White / Black Cloth/Vinyl		

Price of Vehicle: *Per ND Spec: SSP7-1* \$25,873.00

Options & Extras: \$16.00  
 Includes all items per ND Spec, plus:  
 Delete carpet floor covering (\$119.00)  
 Disable door chime \$135.00

*Delivery Included*

Subtotal: \$25,889.00

Trade - In:

Total Cash Price: \$25,889.00

**Terms: Net 30 days**

Your Purchase Order #

Project #

ND Contract 376

***Thanks for your business!***

Ship To / Lessee / End User: Minot Police Department  
 Attn: Captain John Klug  
 Investigations/Patrol Commander  
 Address: 515 2nd Av SW, PO Box 5006  
 Minot, ND 58702-5006

FAX: c: 701-578-8742  
 Phone: 701-857-9800  
 email: john.klug@minotnd.org

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**ORDINANCE NO:**

**AN ORDINANCE AMENDING THE 2018 ANNUAL BUDGET TO INCREASE EQUIPMENT CAPITAL EXPENDITURES AND APPROVE THE TRANSFER OF FUNDS FROM CASH RESERVES.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:**

§1: Amend the 2018 annual budget to increase Equipment Capital expenditures.

429-7300-421.07-93		\$512
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§2: Approve the transfer of funds:

429-0000-491.34-19		512
429-0000-391.34-19	PD0143	(512)

§3: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

\_\_\_\_\_  
Chuck Barney, Mayor

\_\_\_\_\_  
Kelly Matalka, City Clerk



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Jacqueline Melcher, Assistant City Engineer *JM*

**DATE:** 12/27/2017

**SUBJECT: FINAL PAYMENT FOR 36<sup>th</sup> AVE NW EXTENSTION TO BROADWAY PROJECT  
PROJECT NUMBER 4071**

**I. RECOMMENDED ACTION**

A. Recommend:

1. Approve the final payment of \$344,384.74 be paid to Keller Paving and Landscaping.

**II. DEPARTMENT CONTACT PERSONS**

Jacqueline Melcher, Assistant City Engineer	857-4100
Lance Meyer, City Engineer	857-4100

**III. DESCRIPTION**

A. Background

Prior to this project, 36<sup>th</sup> Avenue NW ended 700 feet east of 8<sup>th</sup> Street NW and did not connect to Broadway. This project extended a new asphalt roadway, a 10' shared use path, sanitary sewer, water main, storm sewer and street lighting infrastructure to Broadway. In addition, traffic signals were installed at the intersection of 36<sup>th</sup> Avenue NW and Broadway.

**IV. IMPACT:**

A. Fiscal Impact:

The project will be paid for with general obligation bonds and state oil and gas revenues.

Project Costs

Engineer's Estimate	\$	3,892,874.00
Contractor's Low Bid	\$	2,896,956.75
Contractor's Amended Bid by Change Orders	\$	(-)136,154.39
Final Contract Cost Minus Liquidated Damages	\$	2,760,802.36

Project Funding

General Obligation Bonds and State Oil & Gas Revenues \$ 2,760,802.36

The final cost of the overall project was 5% under the original contracted amount. The Contractor was assessed \$181,350.00 in liquidated damages due to failure to complete the project per the contract deadline.

**V. ALTERNATIVES**

- A. None

**VI. TIME CONSTRAINTS**

- A. None

**VII. LIST OF ATTACHMENTS**

- A. Progressive Estimate No. 10 (Final)
- B. Change Order 7
- C. Change Order 6
- D. Change Order 5

## Contractor's Application for Payment No. FINAL (10)

Application		5/2/2017	Application Date:		November 22, 2017
Period:		11/22/2017			
To: (Owner)	City of Minot	From (Contractor):	Keller Paving and Landscaping	Via (Engineer):	Moore Engineering, Inc.
Project:	SANITARY, WATER, STORM, ROADWAY, LIGHTING & SIGNAL IMPROVEMENTS	Contract:	No. 4071 - 36th AVENUE NW EXTENSION TO BROADWAY IMPROVEMENTS		
Owner's Contract No.:	4071	Contractor's Project No.:		Engineer's Project No.:	18375

### Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$14,540.74	
2	\$17,500.00	
3	\$17,140.04	
4	\$39,777.00	
5	\$2,424.40	
6	\$11,158.73	
7	\$12,011.50	-\$250,706.80
<b>TOTALS</b>		
	\$114,552.41	-\$250,706.80
<b>NET CHANGE BY CHANGE ORDERS</b>	<b>-\$136,154.39</b>	

1. ORIGINAL CONTRACT PRICE.....	\$ 2,896,956.75
2. Net change by Change Orders.....	\$ (136,154.39)
3. Current Contract Price (Line 1 ± Line 2).....	\$ 2,760,802.36
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 2,760,802.36
5. RETAINAGE:	
a. X 2,760,802.36 Work Completed.....	\$ -
b. X Stored Material.....	\$ -
c. Total Retainage (Line 5a + Line 5b).....	\$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 2,760,802.36
7. LESS PREVIOUS PAYMENTS (LIQUIDATED DAMAGES ASSESSED).....	\$ 2,416,417.62
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$ 344,384.74
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ (0.00)

APPROVED

By: Jaqueline Mela

A/C # 413/87/00/431/41/60

DESCR: #4071 36th Ave NW Extension

do Broadway Final Pay Application

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [Signature] Date: 11/22/2017

Payment of: \$ 344,384.74  
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 11-22-2017  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: [Signature] 12/15/2017  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

RECEIVED NOV 24 2017

# Progress Estimate - Unit Price Work

# Contractor's Application No. FINAL

For (Contract):	No. 4071 - 36th AVENUE NW EXTENSION TO BROADWAY IMPROVEMENTS			Project Number:	18375		
Application Period:	5/2/2017 11/22/2017			Application Date:	11/22/2017		

A					C		D	E	F
Item		Unit	Bid Item Quantity	Bid Unit Price	Estimated Quantity Installed This Period	Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)
Bid Item No.	Description								

### PART 1 - SANITARY SEWER

1	Sanitary Sewer - 8" PVC SDR 35	LF	2,102	\$20.00		1,743	\$34,860.00		\$34,860.00
2	Sanitary Sewer Manhole - 48"	EA	6	\$3,300.00		6	\$19,800.00		\$19,800.00
3	Sanitary Sewer Structure Overdepth	LF	6	\$225.00		6	\$1,350.00		\$1,350.00
4	Sanitary Sewer - Connect to Existing	EA	1	\$1,900.00		1	\$1,900.00		\$1,900.00
5	Televise Sanitary Sewer - 8"	LF	2,102	\$2.50		2,041	\$5,102.50		\$5,102.50
6	Sanitary Sewer Plug - 8"	EA	5	\$1,500.00		4	\$6,000.00		\$6,000.00

### PART 2 - WATER MAIN

7	Water Main - 16" PVC C900	LF	2,707	\$48.00		2,652	\$127,296.00		\$127,296.00
8	Water Main - 12" PVC C900	LF	6	\$35.00		6	\$210.00		\$210.00
9	Water Main - 10" PVC C900	LF	56	\$35.00		53	\$1,855.00		\$1,855.00
10	Water Main - 8" PVC C900	LF	241	\$25.00		238	\$5,950.00		\$5,950.00
11	Boring - 16" PVC Certa-Lok C905 W/ 24" Steel Sleeve	LF	170	\$500.00		170	\$85,000.00		\$85,000.00
12	Hydrant - 6"	EA	6	\$5,300.00		6	\$31,800.00		\$31,800.00
13	Hydrant Lead - 6" PVC	LF	99	\$25.00		99	\$2,475.00		\$2,475.00
14	Gate Valve & Box - 6"	EA	6	\$2,000.00		6	\$12,000.00		\$12,000.00
15	Gate Valve & Box - 8"	EA	4	\$3,000.00		4	\$12,000.00		\$12,000.00
16	Gate Valve & Box - 10"	EA	2	\$4,000.00		2	\$8,000.00		\$8,000.00
17	Gate Valve & Box - 16"	EA	7	\$10,000.00		7	\$70,000.00		\$70,000.00
18	Fittings	LBS	7,984	\$4.50		6,447	\$29,011.50		\$29,011.50
19	Insulation	SF	100	\$9.00		100	\$900.00		\$900.00
20	Water Main - Connect to Existing	EA	2	\$11,000.00		2	\$22,000.00		\$22,000.00

### PART 3 - NORTH PRAIRIE RURAL WATER IMPROVEMENTS

21	Cap Existing 6" Sch 26 NPRW Line	EA	1	\$2,000.00		1	\$2,000.00		\$2,000.00
22	Cap Existing 4" Sch 26 NPRW Line	EA	1	\$2,000.00					
23	Relocate Water Service - 2" Sch 26	LF	100	\$31.00		100	\$3,100.00		\$3,100.00
24	Water Service - 2" Sch 26	LF	55	\$31.00		55	\$1,705.00		\$1,705.00
25	6"x2" Tapping Sleeve and Gate Valve	EA	2	\$2,750.00		2	\$5,500.00		\$5,500.00
26	Water Service - Connect to Existing	EA	2	\$1,750.00		2	\$3,500.00		\$3,500.00

### PART 4 - STORM SEWER

27	Storm Sewer - 15" RCP	LF	107	\$50.00		107	\$5,350.00		\$5,350.00
28	Storm Sewer - 18" RCP	LF	105	\$50.00		105	\$5,250.00		\$5,250.00
29	Storm Sewer - 21" RCP	LF	167	\$50.00		167	\$8,350.00		\$8,350.00
30	Storm Sewer - 24" RCP	LF	1,741	\$50.00		1,741	\$87,050.00		\$87,050.00
31	Storm Sewer - 30" RCP	LF	816	\$50.00		816	\$40,800.00		\$40,800.00
32	Storm Sewer - 36" RCP	LF	274	\$75.00		274	\$20,550.00		\$20,550.00
33	Storm Sewer - 42" RCP	LF	250	\$90.00		250	\$22,500.00		\$22,500.00

A						C	D	E	F
Item		Unit	Bid Item Quantity	Bid Unit Price	Estimated Quantity Installed This Period	Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)
Bid Item No.	Description								
34	Storm Sewer - 26-5/8"X43-3/4" RCP Arch Pipe	LF	136	\$95.00		136	\$12,920.00		\$12,920.00
35	Storm Sewer - 24" CMP	LF	60	\$40.00		60	\$2,400.00		\$2,400.00
36	Storm Sewer Inlet - 2'x3'	EA	3	\$3,500.00		3	\$10,500.00		\$10,500.00
37	Storm Sewer Inlet - 2'x6'	EA	1	\$4,000.00		1	\$4,000.00		\$4,000.00
38	Storm Sewer Inlet - 30" Beehive	EA	2	\$2,500.00		2	\$5,000.00		\$5,000.00
39	Storm Sewer Inlet - 48" Beehive	EA	1	\$2,750.00		1	\$2,750.00		\$2,750.00
40	Storm Sewer Manhole - 48"	EA	2	\$2,750.00		2	\$5,500.00		\$5,500.00
41	Storm Sewer Manhole - 60"	EA	3	\$5,000.00		3	\$15,000.00		\$15,000.00
42	Storm Sewer Manhole - 72"	EA	1	\$9,000.00		1	\$9,000.00		\$9,000.00
43	Storm Sewer Catch Basin Manhole - 60"	EA	2	\$5,500.00		2	\$11,000.00		\$11,000.00
44	Storm Sewer Catch Basin Manhole - 72"	EA	4	\$9,500.00		4	\$38,000.00		\$38,000.00
45	Storm Sewer Catch Basin Manhole - 96"	EA	1	\$12,000.00		1	\$12,000.00		\$12,000.00
46	Storm Sewer Structure Overdepth	LF	23	\$525.00		23	\$12,075.00		\$12,075.00
47	Storm Sewer FES W/ Trash Rack - 15" RCP	EA	1	\$3,000.00		1	\$3,000.00		\$3,000.00
48	Storm Sewer FES - 18" RCP	EA	3	\$3,800.00		3	\$11,400.00		\$11,400.00
49	Storm Sewer FES W/ Trash Rack - 24" RCP	EA	1	\$3,800.00		1	\$3,800.00		\$3,800.00
50	Storm Sewer FES W/ Trash Rack - 36" RCP	EA	1	\$4,500.00		1	\$4,500.00		\$4,500.00
51	Storm Sewer FES W/ Trash Rack - 42" RCP	EA	1	\$5,800.00		1	\$5,800.00		\$5,800.00
52	Storm Sewer FES W/ Trash Rack - Storm Sewer - 26-5/8"X43-3/4"	EA	2	\$4,750.00		2	\$9,500.00		\$9,500.00
53	Relocate Storm Sewer Inlet 2'x6'	EA	1	\$2,750.00		1	\$2,750.00		\$2,750.00
54	PVC Sch. 40 - 6"	LF	54	\$17.00		54	\$918.00		\$918.00
55	Bulkhead - 21"	EA	3	\$1,500.00		3	\$4,500.00		\$4,500.00
56	Bulkhead - 42"	EA	1	\$2,500.00		1	\$2,500.00		\$2,500.00
57	Pond Excavation	CY	23,930	\$9.50		23,930	\$227,335.00		\$227,335.00
58	Lift Station	LS	1	\$225,000.00	0.50	1	\$225,000.00		\$225,000.00
59	Riprap W/ Fabric	CY	58	\$120.00		58	\$6,960.00		\$6,960.00

**PART 5 - ROADWAY**

60	Subgrade Preparation - 12"	SY	13,950	\$1.00		13,950	\$13,950.00		\$13,950.00
61	Geotextile Fabric	SY	13,950	\$2.00		13,950	\$27,900.00		\$27,900.00
62	Unclassified Excavation	CY	6,500	\$7.00		6,500	\$45,500.00		\$45,500.00
63	Removal-Bituminous Pavement	SY	3,430	\$3.00		3,430	\$10,290.00		\$10,290.00
64	Sawcut - Bituminous Pavement	LF	3,280	\$4.00		3,242	\$12,968.00		\$12,968.00
65	Removal - Concrete Valley Gutter	SY	74	\$8.00		75	\$600.00		\$600.00
66	Removal - Concrete Sidewalk	SY	16	\$8.00		16	\$128.00		\$128.00
67	Removal - Drainage Culvert	LF	251	\$20.00		217	\$4,340.00		\$4,340.00
68	Removal - Concrete Driveway	SY	197	\$10.00		200	\$2,000.00		\$2,000.00
69	Removal - Curb & Gutter	LF	1,217	\$8.00		1,117	\$8,936.00		\$8,936.00
70	Aggregate Base Course - Class 5 - 10"	CY	3,815	\$38.00		3,815	\$144,970.00		\$144,970.00
71	Asphalt Base Course - 4" CL-31(pg.58-28)	SY	11,130	\$17.50		11,130	\$194,775.00		\$194,775.00
72	Asphalt Wear Course - 2" CL-31(pg.58-28)	SY	11,130	\$8.50		11,130	\$94,605.00		\$94,605.00
73	Asphalt Base Course - 2" CL-31(pg.58-28)	SY	668	\$8.50		668	\$5,678.00		\$5,678.00
74	Asphalt Wear Course - 1.5" CL-31(pg.58-28)	SY	668	\$7.00		668	\$4,676.00		\$4,676.00
75	Surface Aggregate - 12"	CY	62	\$50.00		62	\$3,100.00		\$3,100.00
76	Concrete Curb & Gutter	LF	5,328	\$18.00		5,328	\$95,904.00		\$95,904.00

A						C	D	E	F
Item		Unit	Bid Item Quantity	Bid Unit Price	Estimated Quantity Installed This Period	Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)
Bid Item No.	Description								
77	Truncated Dome Panel	SF	310	\$50.00		310	\$15,500.00		\$15,500.00
78	Concrete Driveway - 6"	SY	196	\$80.00		201	\$16,080.00		\$16,080.00
79	Decorative Concrete Median	SY	235	\$100.00		235	\$23,500.00		\$23,500.00
80	Conc. Walk/Bike path - 10' Wide	SY	2,130	\$50.00		2,130	\$106,500.00		\$106,500.00
81	Bituminous Material for Tack Coat	GAL	1,145	\$3.00		1,145	\$3,435.00		\$3,435.00
82	Concrete Valley Gutter - 6"	SY	135	\$80.00		135	\$10,800.00		\$10,800.00
83	Striping - 4" - White Epoxy	LF	1,987	\$0.50		1,987	\$993.50		\$993.50
84	Striping - 4" - Yellow Epoxy	LF	4,847	\$0.50		4,847	\$2,423.50		\$2,423.50
85	Striping - 8" - Yellow Epoxy	LF	615	\$11.00		615	\$6,765.00		\$6,765.00
86	Striping - 6" - White Plastic	LF	788	\$15.00		788	\$11,820.00		\$11,820.00
87	Striping - 8" - White Epoxy	LF	2,327	\$1.00		2,327	\$2,327.00		\$2,327.00
88	Striping - 24" - White Plastic	LF	200	\$38.00		200	\$7,600.00		\$7,600.00
89	Message - White Plastic	SF	558	\$28.00		558	\$15,624.00		\$15,624.00
90	Sign	SF	210	\$45.00		210	\$9,450.00		\$9,450.00
91	Permanent Type III Baricade	EA	3	\$900.00		3	\$2,700.00		\$2,700.00
92	Remove and Relocate Permanent Type III Baricade	EA	3	\$300.00		3	\$900.00		\$900.00
93	Remove Sign	EA	5	\$60.00		5	\$300.00		\$300.00
94	Remove and Relocate Sign	EA	2	\$160.00		2	\$320.00		\$320.00

**PART 6 - LIGHTING**

95	Type C Street Light Unit	EA	10	\$2,100.00		10	\$21,000.00		\$21,000.00
96	Copper Circuit Conductors	LF	5,357	\$3.50		5,462	\$19,117.00		\$19,117.00
97	2" Conduit	LF	465	\$16.00		643	\$10,288.00		\$10,288.00
98	Pull Box	EA	1	\$1,350.00		3	\$4,050.00		\$4,050.00
99	Trenching - 27" Deep	LF	4,892	\$5.00		5,012	\$25,060.00		\$25,060.00
100	Revise Existing Feed Point	EA	1	\$1,500.00		1	\$1,500.00		\$1,500.00
101	Remove Existing Light Fixture	EA	2	\$1,750.00		2	\$3,500.00		\$3,500.00
102	Relocate Existing Light Fixture	EA	5	\$4,000.00		5	\$20,000.00		\$20,000.00
103	Spare Type C Pole	EA	1	\$1,800.00		1	\$1,800.00		\$1,800.00
104	Spare Type C Luminaire	EA	1	\$1,000.00		1	\$1,000.00		\$1,000.00

**PART 7 - TRAFFIC SIGNAL**

105	Concrete Foundation - Traffic Signals	EA	4	\$4,200.00		4	\$16,800.00		\$16,800.00
106	Concrete Foundation - Feed Point - Type B	EA	1	\$1,100.00		1	\$1,100.00		\$1,100.00
107	Pull Box	EA	3	\$1,400.00		5	\$7,000.00		\$7,000.00
108	1 IN Diameter Rigid Conduit	LF	14	\$5.00		14	\$70.00		\$70.00
109	3 IN Diameter Rigid Conduit	LF	767	\$16.00		830	\$13,280.00		\$13,280.00
110	Emergency Vehicle Detector Cable	LF	1,116	\$1.00		1,116	\$1,116.00		\$1,116.00
111	No12 AWG 2 Conductor Cable	LF	1,116	\$1.50		1,289	\$1,933.50		\$1,933.50
112	No12 AWG 5 Conductor Cable	LF	1,642	\$2.00		2,041	\$4,082.00		\$4,082.00
113	No12 AWG 7 Conductor Cable	LF	840	\$2.50		508	\$1,270.00		\$1,270.00
114	No12 AWG 12 Conductor Cable	LF	859	\$2.75		929	\$2,554.75		\$2,554.75
115	No16 AWG 2 Conductor Cable	LF	773	\$1.00		759	\$759.00		\$759.00
116	Combo 46 Ft Ma Sig & LT Std - Type C	EA	1	\$15,000.00		1	\$15,000.00		\$15,000.00
117	Combo 50 Ft Ma Sig & LT Std - Type C	EA	1	\$15,000.00		1	\$15,000.00		\$15,000.00
118	Combo 58 Ft Ma Sig & LT Std - Type C	EA	1	\$15,000.00		1	\$15,000.00		\$15,000.00

A						C	D	E	F
Item		Unit	Bid Item Quantity	Bid Unit Price	Estimated Quantity Installed This Period	Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)
Bid Item No.	Description								
119	Combo 59 Ft Ma Sig & LT Std - Type C	EA	1	\$15,000.00		1	\$15,000.00		\$15,000.00
120	1 - Way 3 Sec Head W/ 12IN Lens - Post MTD	EA	2	\$1,500.00		2	\$3,000.00		\$3,000.00
121	1 - Way 3 Sec Head W/ 12IN Lens - Ma MTD	EA	8	\$1,500.00		8	\$12,000.00		\$12,000.00
122	1 - Way 4 Sec Head W/ 12IN Lens - Ma MTD	EA	2	\$1,500.00		2	\$3,000.00		\$3,000.00
123	1 - Way 5 Sec Head W/ 12IN Lens - Post MTD	EA	4	\$2,000.00		4	\$8,000.00		\$8,000.00
124	Pedestrian Countdown Signal Head - Post Mtd	EA	4	\$800.00		4	\$3,200.00		\$3,200.00
125	Pedestrian Push Button W/ Post & Sign	EA	1	\$900.00		1	\$900.00		\$900.00
126	Pedestrian Pushbutton & Sign	EA	4	\$650.00		4	\$2,600.00		\$2,600.00
127	Video Detection Cable	LF	1,116	\$2.00		930	\$1,860.00		\$1,860.00
128	Video Detection System	EA	1	\$50,000.00					
129	Volume Density Control w/Ped & Emer. Pre-Emption	EA	1	\$8,000.00		1	\$8,000.00		\$8,000.00
130	Battery Backup System	EA	1	\$8,000.00		1	\$8,000.00		\$8,000.00
131	Emergency Vehicle Preemption Unit	EA	4	\$4,000.00		4	\$16,000.00		\$16,000.00
132	Type B Controller And Cabinet	EA	1	\$40,000.00		1	\$40,000.00		\$40,000.00
133	Wifi Panel - LIFT STATION ONLY	EA	1	\$15,000.00	1	1	\$15,000.00		\$15,000.00
<b>PART 8 - GENERAL</b>									
134	Clearing & Grubbing	SY	10,730	\$4.00		10,730	\$42,920.00		\$42,920.00
135	Seeding & Hydromulch	AC	5	\$5,000.00		5	\$25,000.00		\$25,000.00
136	Erosion Control Blanket	SY	4,700	\$3.00		4,700	\$14,100.00		\$14,100.00
137	Topsoil - Remove and Salvage - 6"	CY	4,800	\$3.00		4,388	\$13,164.00		\$13,164.00
138	Tree - Small Deciduous	EA	69	\$650.00	32	32	\$20,800.00		\$20,800.00
139	Inlet Protection Device	EA	20	\$250.00		20	\$5,000.00		\$5,000.00
140	Silt Fence	LF	3,860	\$3.50		2,250	\$7,875.00		\$7,875.00
141	Sedimentation Control Wattle - 9"	LF	100	\$8.00		100	\$800.00		\$800.00
142	Stabilized Construction Entrance	EA	1	\$2,500.00		1	\$2,500.00		\$2,500.00
143	Traffic Control	LS	1	\$20,000.00		1	\$20,000.00		\$20,000.00
144	Material Testing	LS	1	\$20,000.00					
<b>PART 9 - MOBILIZATION &amp; BONDING</b>									
145	Mobilization	LS	1	\$24,000.00		1	\$24,000.00		\$24,000.00
146	Contract Bond	LS	1	\$12,000.00		1	\$10,981.20		\$10,981.20
<b>ALTERNATE 1 - LED RETROFITTING</b>									
147	LED Luminaire Retrofit	EA	19	\$1,000.00		19	\$19,000.00		\$19,000.00

A						C	D	E	F
Item		Unit	Bid Item Quantity	Bid Unit Price	Estimated Quantity Installed This Period	Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)
Bid Item No.	Description								

**CHANGE ORDERS:**

*Change Order No. 1*

148	Video Detection System FLIR Thermal Imaging Cameras	EA	1	\$64,540.74		1	\$64,540.74		\$64,540.74
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*Change Order No. 2*

11	Boring - 16" PVC Certa-Lok C905 W/ 24" Steel Sleeve	LF	35	\$500.00		35	\$17,500.00		\$17,500.00
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*Change Order No. 3*

23	NPRW - Relocated Lines and Lowering	LS	1	\$10,725.32		1	\$10,725.32		\$10,725.32
149	Sanitary Sewer - 10" PVC SDR 35	LF	300	\$26.41	227	300	\$7,923.00		\$7,923.00
150	Sand Collar - 10" PVC SDR 35	EA	2	\$525.86		2	\$1,051.72		\$1,051.72
151	Roadway Delineators and Signs	LS	1	\$3,440.00		1	\$3,440.00		\$3,440.00

*Change Order No. 4*

152	SCADA HMI Programming	LS	1	\$3,597.00	1	1	\$3,597.00		\$3,597.00
153	Curb and Gutter Removal and Replacement	LF	1,080	\$33.50	1,080	1,080	\$36,180.00		\$36,180.00

*Change Order No. 5*

154	Traffic Control - Curb and Gutter Replacement	LS	1	\$2,424.40	1	1	\$2,424.40		\$2,424.40
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*Change Order No. 6*

155	Sewer Rock Trench Drain	LS	1	\$4,976.63	1	1	\$4,976.63		\$4,976.63
156	Lift Station Control System Modification	LS	1	\$6,182.10	1	1	\$6,182.10		\$6,182.10

*Final Balancing Change Order No. 7*

157	Liquidated Damages	Days	117	-\$1,550.00	117	117	-\$181,350.00		-\$181,350.00
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<b>TOTALS</b>								<b>\$2,760,802.36</b>		<b>\$2,760,802.36</b>
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Date of Issuance: 11/22/2017 Effective Date: \_\_\_\_\_  
 Owner: City of Minot Owner's Contract No.: 4071  
 Contractor: Keller Paving and Landscaping Contractor's Project No.: \_\_\_\_\_  
 Engineer: Moore Engineering, Inc. Engineer's Project No.: 18375  
 Project: SANITARY, WATER, STORM, ROADWAY, LIGHTING & SIGNAL IMPROVEMENTS Contract Name: IMPROVEMENTS  
 No. 4071 - 36th AVENUE NW EXTENSION TO BROADWAY

The contract is modified as follows upon execution of this Change Order:  
 Description: Balancing of final project quantities.

Attachments: Exhibit A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price  \$ <u>2,896,956.75</u>	Original Contract Times: Substantial Completion: <u>August 26, 2016</u> Ready for Final Payment: <u>October 15, 2016</u> days or dates
<b>[Increase]</b> [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> :  \$ <u>102,540.91</u>	<b>[Increase]</b> [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : Substantial Completion: <u>August 30, 2016</u> Ready for Final Payment: <u>October 15, 2016</u> days
Contract Price prior to this Change Order:  \$ <u>2,999,497.66</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 30, 2016</u> Ready for Final Payment: <u>October 15, 2016</u> days or dates
[Increase] <b>[Decrease]</b> of this Change Order:  \$ <u>-238,695.30</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>2,760,802.36</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 30, 2016</u> Ready for Final Payment: <u>October 15, 2016</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Proj. Mgr.</u>	Title: <u>Assistant City Engineer</u>	Title: <u>Estimator</u>
Date: <u>11-22-2017</u>	Date: <u>12/15/2017</u>	Date: <u>11/22/2017</u>

Approved by Funding Agency (if applicable)

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

RECEIVED NOV 24 2017

**EXHIBIT A  
FINAL BALANCING CHANGE ORDER**

<b>DESCRIPTION OF CHANGES Item No. &amp; Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Installed Quantity</b>	<b>Difference</b>	<b>Decrease in Contract Price</b>	<b>Increase in Contract Price</b>	
<b><u>PART 1 - SANITARY SEWER</u></b>								
1. Sanitary Sewer - 8" PVC SDR 35	LF	1,802	\$20.00	1,743	-59	-\$1,180.00		
5. Televiser Sanitary Sewer - 8"	LF	2,102	\$2.50	2,041	-61	-\$152.50		
6. Sanitary Sewer Plug - 8"	EA	5	\$1,500.00	4	-1	-\$1,500.00		
<b><u>PART 2 - WATER MAIN</u></b>								
7. Water Main - 16" PVC C900	LF	2,707	\$48.00	2,652	-55	-\$2,640.00		
9. Water Main - 10" PVC C900	LF	56	\$35.00	53	-3	-\$105.00		
10. Water Main - 8" PVC C900	LF	241	\$25.00	238	-3	-\$75.00		
18. Fittings	LBS	7,984	\$4.50	6,447	-1,537	-\$6,916.50		
<b><u>PART 3 - NORTH PRAIRIE RURAL WATER IMPROVEMENTS</u></b>								
22. Cap Existing 4" Sch 26 NPRW Line	EA	1	\$2,000.00	0	-1	-\$2,000.00		
<b><u>PART 5 - ROADWAY</u></b>								
64. Sawcut - Bituminous Pavement	LF	3,280	\$4.00	3,242	-38	-\$152.00		
65. Removal - Concrete Valley Gutter	SY	74	\$8.00	75	1		\$8.00	
67. Removal - Drainage Culvert	LF	251	\$20.00	217	-34	-\$680.00		
68. Removal - Concrete Driveway	SY	197	\$10.00	200	3		\$30.00	
69. Removal - Curb & Gutter	LF	1,217	\$8.00	1,117	-100	-\$800.00		
78. Concrete Driveway - 6"	SY	196	\$80.00	201	5		\$400.00	
<b><u>PART 6 - LIGHTING</u></b>								
96. Copper Circuit Conductors	LF	5,357	\$3.50	5,462	105		\$367.50	
97. 2" Conduit	LF	465	\$16.00	643	178		\$2,848.00	
98. Pull Box	EA	1	\$1,350.00	3	2		\$2,700.00	
99. Trenching - 27" Deep	LF	4,892	\$5.00	5,012	120		\$600.00	
107. Pull Box	EA	3	\$1,400.00	5	2		\$2,800.00	
109. 3 IN Diameter Rigid Conduit	LF	767	\$16.00	830	63		\$1,008.00	
111. No12 AWG 2 Conductor Cable	LF	1,116	\$1.50	1,289	173		\$259.50	
112. No12 AWG 5 Conductor Cable	LF	1,642	\$2.00	2,041	399		\$798.00	
113. No12 AWG 7 Conductor Cable	LF	840	\$2.50	508	-332	-\$830.00		
114. No12 AWG 12 Conductor Cable	LF	859	\$2.75	929	70		\$192.50	
115. No16 AWG 2 Conductor Cable	LF	773	\$1.00	759	-14	-\$14.00		
127. Video Detection Cable	LF	1,116	\$2.00	930	-186	-\$372.00		
<b><u>PART 8 - GENERAL</u></b>								
137. Topsoil - Remove and Salvage - 6"	CY	4,800	\$3.00	4,388	-412	-\$1,236.00		
138. Tree - Small Deciduous	EA	69	\$650.00	32	-37	-\$24,050.00		
140. Silt Fence	LF	3,860	\$3.50	2,250	-1,610	-\$5,635.00		
144. Material Testing	LS	1	\$20,000.00	0	-1	-\$20,000.00		
<b><u>PART 9 - MOBILIZATION &amp; BONDING</u></b>								
146. Contract Bond	LS	1	\$12,000.00	0.92	-0.08	-\$1,018.80		
157. Liquidated Damages	Days	0	-\$1,550.00	117	117	-\$181,350.00		
						<b>TOTAL</b>	<b>-\$250,706.80</b>	<b>\$12,011.50</b>
						<b>NET CHANGE IN CONTRACT PRICE</b>	<b>-\$238,695.30</b>	

**JUSTIFICATION:**

- Balancing of final project quantities.
- Item 157 - Deduction of liquidated damages assessed from contract price.

Date of Issuance: 8/28/2017	Effective Date: 8/28/2017
Owner: City of Minot	Owner's Contract No.: 4071
Contractor: Keller Paving and Landscaping	Contractor's Project No.: N/A
Engineer: Moore Engineering, Inc.	Engineer's Project No.: 18375
Project: SANITARY, WATER, STORM, ROADWAY, LIGHTING & SIGNAL IMPROVEMENTS	No. 4071 - 36th AVENUE NW EXTENSION TO BROADWAY Contract Name: IMPROVEMENTS

The contract is modified as follows upon execution of this Change Order:

Description: This change order shall consist of excavation of a rock filled trench 2' deep by 3' wide between the pond inlet and outlet pipe, approximately 65', in order to prevent standing surface water in the pond. This change order shall also include modification to the storm sewer lift station control system.

Attachments: Exhibit A, Work Change Directive No. 1 and Change Order Proposal from Contractor

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price  \$ <u>2,896,956.75</u>	Original Contract Times: Substantial Completion: <u>8/26/2016</u> Ready for Final Payment: <u>10/15/2016</u> days or dates
<b>[Increase]</b> [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> :  \$ <u>91,382.18</u>	<b>[Increase]</b> [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : Substantial Completion: <u>8/30/2016</u> Ready for Final Payment: <u>10/15/2016</u> days
Contract Price prior to this Change Order:  \$ <u>2,988,338.93</u>	Contract Times prior to this Change Order: Substantial Completion: <u>8/30/2016</u> Ready for Final Payment: <u>10/15/2016</u> days or dates
<b>[Increase]</b> [Decrease] of this Change Order:  \$ <u>11,158.73</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>2,999,497.66</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>8/30/2016</u> Ready for Final Payment: <u>10/15/2016</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Proj. Mgr.</u>	Title: <u>Assistant City Engineer</u>	Title: <u>Estimator</u>	Title: <u>Estimator</u>	Title: <u>Estimator</u>	Title: <u>Estimator</u>
Date: <u>8-29-2017</u>	Date: <u>8/30/2017</u>	Date: <u>8-29-17</u>	Date: <u>8-29-17</u>	Date: <u>8-29-17</u>	Date: <u>8-29-17</u>

Approved by Funding Agency (if applicable)

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

**EXHIBIT A  
CHANGE ORDER NO. 6**

**DESCRIPTION OF CHANGES**

<u>Item No. &amp; Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Bid Unit Price</u>	<u>Decrease in Contract Price</u>	<u>Increase in Contract Price</u>
155. Sewer Rock Trench Drain	LS	1	\$4,976.63		\$4,976.63
156. Lift Station Control System Modification	LS	1	\$6,182.10		\$6,182.10
			<b>SUB - TOTAL</b>	<b>\$0.00</b>	<b>\$11,158.73</b>
				<b>NET CHANGE IN CONTRACT PRICE</b>	<b>\$11,158.73</b>

**JUSTIFICATION:**

- Item 155 is for the materials, equipment and labor needed install a rock filled trench between the inlet and outlet pipe of the pond in order to prevent standing surface water in the pond. This work was added to the contract on a time and materials basis not to exceed \$5,000. The following is a break down of the actual time and materials used to complete this work:

Kubota Excavator: 6 Hours @ \$145.00/Hr	=	\$870.00
Bobcat Track Machine: 11 Hours @ \$125.00/Hr	=	\$1,375.00
Labor: 7.5 Hours @ \$45.00/Hr	=	\$337.50
Fabric: 1 LS @ \$200.00	=	\$200.00
Erosion Control Blanket: 1 LS @ \$850.00	=	\$850.00
Sewer Rock: 27.8 TON@ \$25.00/Ton	=	\$695.00
15% Overhead and Profit	=	\$649.13
		Total = \$4,976.63

- Item 156 is for additional labor and materials required to provide additional equipment and programming for the lift station control system as presented as Option #2 in the attached Change Order Proposal.



**Proposal Submitted To:**

**Proposal Submitted By:** Taylor Rovig

Moore Engineering

We hereby submit specifications and estimates for: <b>36<sup>th</sup> Ave NW Trench Drain in Retention Pond</b>	Amount
<p><b>Sewer Rock Trench Drain (65 LF)</b>                      Work shall consist of: Removal of existing muck and black dirt 2 feet deep and 3 feet wide. Install geotextile fabric barrier, install 28 ton of 2 ½” – 4 ½” sewer rock to grade from edge to edge of concrete flared end sections, to eliminate standing water. Then install erosion control blanket on each side of trench and seed grass.</p> <p><b>Estimated Breakdown:</b>                      Kubota Excavator 7 HRS @ \$145.00                      Bobcat Track Machine 10 HRS @ \$125.00                      Labor 7.5 HRS @ \$45.00                      Fabric 1 LS @ \$200.00                      Erosion Control Blanket 1 LS @ \$850.00                      Sewer Rock 27.8 TON @ \$25.00                      15% Overhead &amp; Profit @ \$652.13</p>	<p><b>\$ 5,000.00</b></p>

**Proposal Includes**

All material and labor as required in accordance with the above specifications. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Payment due within 14 days of invoice.

Authorized Signature: Taylor Rovig

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized do the work as specified. Payment will be made as outlined above. Note: This proposal may be withdrawn by us if not accepted within 14 days.

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

Signature of Acceptance: \_\_\_\_\_

A FINANCE CHARGE OF 1.5% PER MONTH - ANNUAL RATE 18% WILL BE CHARGED ON AMOUNTS NOT PAID BY DUE DATE





4280 E. 14<sup>th</sup> St.  
Des Moines, IA 50313  
Office: 515-265-2222  
Toll Free: 800-383-7867  
Fax: 515-265-8079

201 4th Ave SW  
New Prague, MN 56071  
Office: 952-758-6600  
Toll Free: 800-536-5394  
Fax: 952-758-7778

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TO: Keller Paving

REF: Minot, ND – 36<sup>th</sup> Ave.

BID DATE: 8/25/17

### ***Revised Change Order***

#### **Option #2 – Addition of Transducer for New Stage of Pump Control**

One (1)      -Submersible Transducer  
                 -Zener Barrier  
                 -Weight Kit For Transducer  
                 -Required Relays / Wiring / Terminal Blocks  
***Equipment Selling Price: \$ 1,782.19 includes tax***

-Labor To Update CAD Drawings  
-PLC Programming  
-OIT Programming  
-Field Installation Commissioning And Startup Services  
***Labor Selling Price: \$ 3837.90***

***Total Selling Price: \$ 5,620.09 includes tax***

#### **Note the following:**

- Anything not specifically mentioned above is excluded.

Thank you for your consideration,

Jeff Janiksela (612) 867-6219  
cc: Salina Godfrey (515) 265-2222

## **Purchase Agreement: Minot, ND – 36<sup>th</sup> Ave.**

### **Note the following:**

- Return this purchase agreement to Salina Godfrey at [salinabg@electricpump.com](mailto:salinabg@electricpump.com) or via fax (515) 265-8079

### **Delivery:**

Hatches: 3 – 5 Weeks after approval of submittals

### **Payment:**

Net 30 Days – Retainage upon completion

We are pleased to make the following offer to sell the listed Merchandise which is firm for (30) thirty days from the above date, and is automatically withdrawn thereafter without any further notice.

1. Signing and returning this document to Electric Pump's office in Des Moines, IA may accept this offer.
2. This offer and acceptance constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.
3. The prices quoted for equipment are valid for (30) thirty days. If the quote includes start up services and it is scheduled by the request of the buyer for a time other than Monday through Friday 8:00 to 5:00 additional charges will be due.
4. Payment terms are NET 30 (thirty days) after the mailing of seller's invoice.
5. Delivery terms are F.O.B. Place of Shipment. Seller agrees to put the merchandise in the possession of the carrier, to make a reasonable contract of carriage for their transportation, to obtain and deliver or tender such documents as may be necessary to enable Buyer to obtain possession, and to promptly notify the Buyer of shipment. After seller has delivered the merchandise to the carrier, the risk of loss of the merchandise will be borne by the Buyer. The prices quoted herein include transportation charges based on existing truckload rates, any change in delivery rates existing at the time of delivery will be billed to your account. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery.
6. Sales and use tax are not included.
7. Buyer shall notify seller in writing at Seller's place of business as shown on the reverse side of this page, within twenty (20) days of receipt of merchandise, or any complaint whatsoever buyer may have concerning such merchandise. Failure to give such notice shall constitute a waiver by Buyer of all claims in respect to such goods.
8. If notice of complaints is provided within twenty (20) days of Buyer's receipt of the merchandise, Seller agrees to inspect the merchandise at Seller's place of business during Seller's normal business hours and days. Upon inspection, if the merchandise is determined to be defective in material or workmanship, Seller, at Seller's option, shall repair or replace said merchandise at no cost to Buyer, or Seller may refund the purchase price. If the examined merchandise is found not to be defective or is not for some other reason within the warranty coverage, Seller's service time expended on and off-location will be charged to Buyer.
9. Seller will have no further warranty obligation under this Agreement if the Equipment is subjected to abuse, misuse, negligence or accident or if buyer fails to perform any of its duties set forth in Paragraphs 8 and 9.
10. THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY MADE BY THE SELLER REGARDING THIS PURCHASE. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN

CONTAINED SHALL LIMIT BUYER'S RIGHTS AGAINST THE MANUFACTURER, WITH RESPECT TO MANUFACTURER'S WARRANTIES, IF ANY.

11. WARRANTY REPAIRS (which fall under the manufacturer's warranty, if any) ARE F.O.B. ELECTRIC PUMP, INC. SERVICE LOCATION. ELECTRIC PUMP, INC. WILL NOT ASSUME ANY EXTENDED WARRANTIES UNLESS APPROVED BY PRIOR WRITTEN CONSENT. THIS INCLUDES SERVICE CALLS TO JOB SITES ON PRODUCT COVERED DURING THE WARRANTY PERIOD. PLEASE REFER TO THE ATTACHED PRODUCT WARRANTY STATEMENT FOR CLARIFICATION.
12. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE MERCHANDISE IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE-YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Any dispute or disputes arising between the parties hereunder, insofar as the same cannot be settled by friendly agreement, shall be litigated only in The Iowa District Court for Polk County, in Des Moines, Iowa. Seller also has the right to commence an action against the Buyer in the County of the Buyer's principal place of business.

\*\*\*We need a hard copy of this agreement and/or a Purchase Order to start the submittal process.\*\*\*\*\*

Business Name \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Purchase Order Amount \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

\*\*A signed copy of this must be returned with your P.O.

Is Project Taxable? Y or N, if No a tax exempt form must be supplied for our records

**From:** [Taylor Rovig](#)  
**To:** [Jon Schroeder](#)  
**Cc:** [Joshua Reiner](#)  
**Subject:** FW: Minot, ND - 36th Ave  
**Date:** Wednesday, July 26, 2017 11:31:37 AM

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Preferred Controls response below.

**Taylor Rovig**  
Estimator/Project Manager

**Keller Paving & Landscaping, Inc.**

1820 Highway 2 Bypass E.

Minot, ND 58701

Office [701-852-5030](tel:701-852-5030)

Fax [701-852-5510](tel:701-852-5510)

Cell [701-720-0406](tel:701-720-0406)

Email [Taylor@kellerpaving.net](mailto:Taylor@kellerpaving.net)

Web [www.kellerpaving.net](http://www.kellerpaving.net)

---

**From:** Salina Godfrey [<mailto:salinabg@electricpump.com>]  
**Sent:** Wednesday, July 26, 2017 10:47 AM  
**To:** Taylor Rovig  
**Subject:** RE: Minot, ND - 36th Ave

Hi Taylor,

Here are the descriptions that Preferred sent me:

Description For Option 1: Add/Modify programming to accommodate additional start float if float is set and pumps have not run for new operator adjustable amount of time (HOURS).

Description for Option 2: Add/Modify programming to control pumps based on operator adjustable start/stop setpoint levels including additional operator adjustable start setpoint at low level after operator adjustable time delay if pumps haven't run.

Thank you,

**Salina Godfrey**

Electric Pump & MC2

Project Management

[salinabg@electricpump.com](mailto:salinabg@electricpump.com)

Direct Office: [515-557-9432](tel:515-557-9432)

Main Office: [515-265-2222](tel:515-265-2222) ext 1235

Toll Free: [800-383-7867](tel:800-383-7867)

Fax: [515-265-8079](tel:515-265-8079)

4280 E 14th Street \* Des Moines \* IA \* 50313



**From:** Taylor Rovig [<mailto:Taylor@kellerpaving.net>]  
**Sent:** Wednesday, July 19, 2017 2:42 PM  
**To:** Salina Godfrey <[salinabg@electricpump.com](mailto:salinabg@electricpump.com)>  
**Subject:** RE: Minot, ND - 36th Ave

Salina, please see Moore Engineering's response to your CO. Let me know if you have any questions.

**Taylor Rovig**  
Estimator/Project Manager

**Keller Paving & Landscaping, Inc.**

1820 Highway 2 Bypass E.

Minot, ND 58701

Office [701-852-5030](tel:701-852-5030)

Fax [701-852-5510](tel:701-852-5510)

Cell [701-720-0406](tel:701-720-0406)

Email [Taylor@kellerpaving.net](mailto:Taylor@kellerpaving.net)

Web [www.kellerpaving.net](http://www.kellerpaving.net)

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**From:** Jon Schroeder [<mailto:JSchroeder@mooreengineeringinc.com>]  
**Sent:** Tuesday, July 18, 2017 11:08 AM  
**To:** Taylor Rovig  
**Subject:** RE: Minot, ND - 36th Ave

Taylor,

The project engineer has a few questions for Electric Pump in regards to their change order. Please forward to EP.

- Breakdown of PLC Programming – What exactly does this all entail.
- Breakdown of OIT Programming – What exactly does this all entail.
- A specific statement of the re-programmed operational controls. We just want to ensure that what was designed it what is being shown on the change order.

Thank you,

**Jon Schroeder**  
Engineering Technician  
**moore engineering, inc.**

Phone 701.839.1590 | Fax 701.839.1772

Cell 701.371.6034

2730 30<sup>th</sup> St. NW, Suite B, Minot, ND 58703

[jschroeder@mooreengineeringinc.com](mailto:jschroeder@mooreengineeringinc.com) | [www.mooreengineeringinc.com](http://www.mooreengineeringinc.com)

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**From:** Taylor Rovig [<mailto:taylor@kellerpaving.net>]

**Sent:** Friday, July 14, 2017 2:57 PM

**To:** Jon Schroeder

**Subject:** Fwd: Minot, ND - 36th Ave

Sent from my iPhone

Begin forwarded message:

**From:** Salina Godfrey <[salinabg@electricpump.com](mailto:salinabg@electricpump.com)>

**Date:** July 14, 2017 at 10:44:25 AM CDT

**To:** "Justin Thurn ([justin@kellerpaving.net](mailto:justin@kellerpaving.net))" <[justin@kellerpaving.net](mailto:justin@kellerpaving.net)>, "Taylor Rovig" <[Taylor@kellerpaving.net](mailto:Taylor@kellerpaving.net)>

**Cc:** Jeff Janiksela <[jeffj@electricpump.com](mailto:jeffj@electricpump.com)>

**Subject:** Minot, ND - 36th Ave

Justin/Taylor,

I was not sure who to send this to, so I am copying both of you.

The attached is a change order quote to help solve the short cycling issue.

Please let us know if you have any questions.

Thank you,

**Salina Godfrey**

Electric Pump & MC2

Project Management

[salinabg@electricpump.com](mailto:salinabg@electricpump.com)

Direct Office: [515-557-9432](tel:515-557-9432)

Main Office: [515-265-2222](tel:515-265-2222) ext 1235

Toll Free: [800-383-7867](tel:800-383-7867)

Fax: [515-265-8079](tel:515-265-8079)

4280 E 14th Street \* Des Moines \* IA \* 50313

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Date of Issuance: 5/24/2017 Effective Date: 5/24/2017  
 Owner: City of Minot Owner's Contract No.: 4071  
 Contractor: Keller Paving and Landscaping Contractor's Project No.: N/A  
 Engineer: Moore Engineering, Inc. Engineer's Project No.: 18375  
SANITARY, WATER, STORM, ROADWAY, LIGHTING & No. 4071 - 36th AVENUE NW EXTENSION TO  
 Project: SIGNAL IMPROVEMENTS Contract Name: BROADWAY IMPROVEMENTS

The contract is modified as follows upon execution of this Change Order:  
 Description: Additional traffic control required for curb removal and replacement between Broadway and 3rd Street.

Attachments: Exhibit A, Change Order Proposal from Contractor and Traffic Control Layout

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price  \$ <u>2,896,956.75</u>	Original Contract Times: Substantial Completion: <u>8/26/2016</u> Ready for Final Payment: <u>10/15/2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> :  \$ <u>88,957.78</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>8/30/2016</u> Ready for Final Payment: <u>10/15/2016</u> days
Contract Price prior to this Change Order:  \$ <u>2,985,914.53</u>	Contract Times prior to this Change Order: Substantial Completion: <u>8/30/2016</u> Ready for Final Payment: <u>10/15/2016</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>2,424.40</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>2,988,338.93</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>8/30/2016</u> Ready for Final Payment: <u>10/15/2016</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Proj. Mgr.</u>	Title: <u>Assistant City Engineer</u>	Title: <u>Estimator</u>
Date: <u>5/24/2017</u>	Date: <u>5/24/2017</u>	Date: <u>5/24/2017</u>

Approved by Funding Agency (if applicable)  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT A  
CHANGE ORDER NO. 5**

<b><u>DESCRIPTION OF CHANGES</u></b> <b><u>Item No. &amp; Description</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Bid Unit Price</u></b>	<b><i>Decrease in Contract Price</i></b>	<b><i>Increase in Contract Price</i></b>
154. Traffic Control - Curb and Gutter Replacement	LS	1	\$2,424.40		\$2,424.40
			<b>TOTALS</b>	<b>\$0.00</b>	<b>\$2,424.40</b>
<b>NET CHANGE IN CONTRACT PRICE</b>				<b>\$2,424.40</b>	

**JUSTIFICATION:**

1. Item 154. Traffic Control - Curb and Gutter Replacement is being added to the contract in order to compensate the contractor for traffic control measures needed for replacement of the curb and gutter damaged over the past winter in the area of the median at the west side of Broadway.

**Proposal Submitted To:**  
 Moore Engineering

**Proposal Submitted By:** Taylor Rovig

We hereby submit specifications and estimates for: <b>36<sup>th</sup> Ave NW Curb and Gutter Replacement Traffic Control</b>					Amount
<b>Traffic Control</b> Additional traffic control for removing curb and gutter in island median on 36 <sup>th</sup> Ave NW					
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>AMOUNT</b>	
Traffic Control	1	LS	\$2,204.00	\$2,204.00	
			10% Prime Contractor Markup	\$ 220.40	
			<b>TOTAL CHANGE ORDER</b>	<b>\$2,424.40</b>	
Please allow 5 days for closure of road and work to be completed.					

**Proposal Includes**

All material and labor as required in accordance with the above specifications. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Payment due within 14 days of invoice.

Authorized Signature: 

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized do the work as specified. Payment will be made as outlined above. Note: This proposal may be withdrawn by us if not accepted within 14 days.

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

Signature of Acceptance: \_\_\_\_\_

A FINANCE CHARGE OF 1.5% PER MONTH - ANNUAL RATE 18% WILL BE CHARGED ON AMOUNTS NOT PAID BY DUE DATE



FARGO, ND  
BISMARCK, ND  
MINOT, ND  
WILLISTON, ND

Equal Opportunity Employer



PROPOSAL SUBMITTED TO	PHONE	April 28, 2017 DATE
STREET	36 <sup>th</sup> Ave NW Concrete Repair JOB NAME	
CITY, STATE AND ZIP CODE	Minot, ND JOB LOCATION	

We hereby submit specifications and estimates for:

3D Specialties, Inc. will mobilize once and install all signs as per attached traffic control plan. The signs will be skid-mounted. The daily setup/maintenance /movement and removal of our rental material will be the contractor's responsibility. 3D Specialties, Inc. will return once upon project completion for the removal of all our signs. The price below is based upon a 1 – 2 week project completion.

Traffic Control as per attached Traffic Control Plan

Lump Sum     \$ 2,204.00

-The price above is based upon this work being performed by a signed proposal or purchase order. Add \$150.00 to the above total for administration expense if the contractor requires a subcontract agreement.

- Add \$4.50/\$1,000 (\$100 minimum) if a bond is required. All items are tied unless otherwise noted.

- Additional materials requested by the contractor or owner will be charged at contract unit pricing, delivery to stockpile site is subject to material/crew availability and may be subject to a delivery charge.

**Terms of Payment:** Progress Payments. Sales/use tax included where applicable.

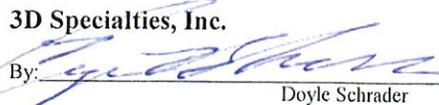
96 business hours may be required due to state law for locates before our work may begin. Staking is not included. Excavation protection is not included. Pedestrian control providing an appropriate ADA compliant alternate route and closure, audible information devices, temporary pavement markings, temporary traffic barrier, crash cushion, temporary curb ramps, detectable edging, temporary pedestrian access routes, and/or meeting PROWAG/TPAR requirements is not included. Flagging, incidental sign/stripping work, shadow vehicle/TMA work and watchperson is not included. Temporary mailbox installation/maintenance is not included. Pavement sweeping is not included. Temporary pavement marking tape/markers require 50 degree-dry surfaces for application. Traffic control for striping and electrical work is not included. Private/NDDOT utility locate work is not included in our price above. "One-Call" utility locates are included in our price. Traffic control supervisor is not included unless noted. Traffic signal/PCMS maintenance person is not included. The above price is based upon standard NDDOT insurance requirements. No allowance is included for any additional insurance that may be required by the contractor or the railroad. Staking will be the owner's/prime contractor's responsibility.

Purchaser agrees to indemnify and hold harmless 3D and its agents from any and all claims or damages arising directly or indirectly from any work relating to this Proposal. Purchaser agrees that 3D's liability shall not exceed the amount paid to it under this Proposal. All work to be completed according to standard industry practices and The Manual of Uniform Traffic Control Devices. Purchaser agrees that any alternation or deviation from the above price specifications requires 3D's prior written consent and shall automatically become part of and subject to this Proposal, which may include additional charges. This proposal is contingent upon strikes, accidents or delays beyond 3D's control and supersedes all prior written or oral agreements. Purchaser agrees to carry all necessary and required insurance. 3D's workers are fully covered by Workers Compensation Insurance or other required insurance. Notwithstanding anything to the contrary, items or services not included in this Proposal are not included in 3D's price above.

**Acceptance of Proposal** The above prices, specifications, terms and conditions are satisfactory and are hereby accepted by Purchaser. 3D is authorized to do the work as specified and Purchaser shall make payment as outlined above.

Date of Acceptance: \_\_\_\_\_

**3D Specialties, Inc.**

By:   
Doyle Schrader

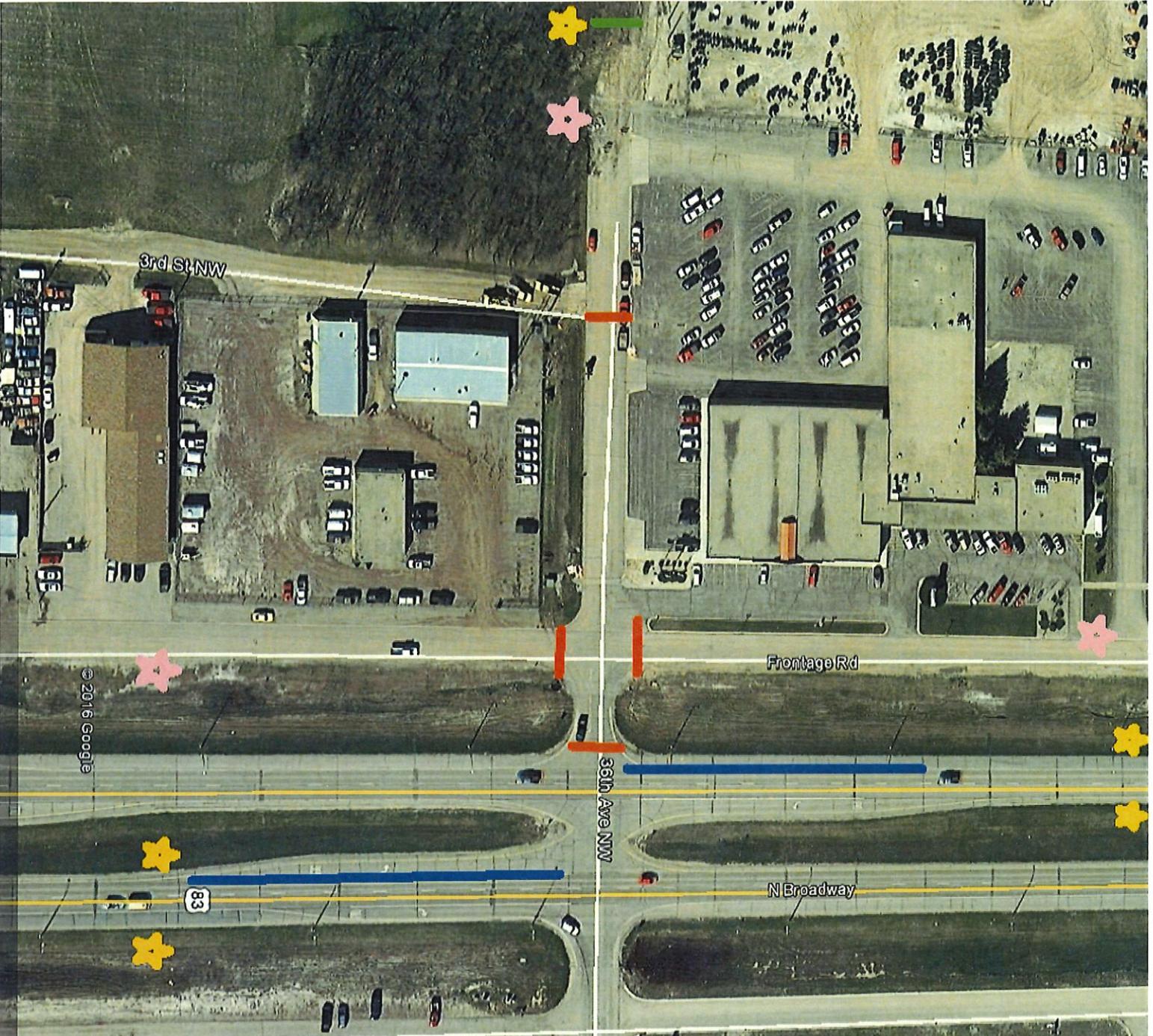
This proposal may be withdrawn by 3D Specialties, Inc.  
Within 14 days

**Purchaser**  
Purchaser Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_



- 1 - Road closed to through traffic
- 4 - Road closed on Type III Barricade
- 4 - Road closed ahead
- Close turn lanes on Broadway ,  
delineators and drums no rt or lf turn  
signs 24"x24"
- 6 - Road work ahead
- 16 - Type III Barricades
- 24 - Drums





**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Jacqueline Melcher, Assistant City Engineer *JM*

**DATE:** 12/14/2017

**SUBJECT:** **2017 SIDEWALK, CURB & GUTTER FINAL PAY APPLICATION**  
**Project Number 4245**

**I. RECOMMENDED ACTION**

A. Recommend:

1. Approve the final payment of \$81,334.10 be paid to JMAC Resources.

**II. DEPARTMENT CONTACT PERSONS**

Jacqueline Melcher, Assistant City Engineer	857-4100
Lance Meyer, City Engineer	857-4100

**III. DESCRIPTION**

A. Background

This is the annual maintenance project to repair portions of sidewalk, curb and gutter that are within the right of way and deemed a safety issue. This year's project is broken into two units, Unit 1 and Unit 2 respectively.

Each year the City Council sets aside \$120,000 for City repairs. The repair work performed in Unit 1 will be paid for with those funds.

Property Owners are notified of needed repair work and have the option to repair the sidewalk themselves, hire an independent Contractor, or have the City Contractor (JMAC) repair the sidewalk. If the property owner wishes to have the City Contractor repair the sidewalk, the costs are assessed to the property owner. The work performed in Unit 2 will be assessed to property owners or other Departments.

**IV. IMPACT:**

A. Fiscal Impact:

The repair work performed in Unit 1 will be paid for with budgeted funds. The work performed in Unit 2 will be assessed to property owners or other Departments.

Project Costs

Engineer's Estimate	\$	212,939.00
Contractor's Low Bid	\$	173,119.25
Unit 1 Final Construction Cost	\$	103,262.29

Unit 2 Final Construction Cost	\$	34,799.20
Total Project Cost	\$	138,061.49

Project Funding

Unit 1 Sales Tax Budgeted Funds	\$	103,262.29
Unit 2 Special Assessment	\$	34,799.20

The final cost of the overall project was 20% under the original bid price.

**V. ALTERNATIVES**

A. None

**VI. TIME CONSTRAINTS**

A. None

**VII. LIST OF ATTACHMENTS**

- A. Progressive Estimate No. 2 (Final)
- B. Contractor's Release of Claims and Affidavit

### CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2 (FINAL)

<b>2017 SIDEWALK, CURB AND GUTTER</b> City Project No.: 4245 Contract Completion Date: 11/3/2017	Application Period: 6/27/2017 - 11/3/2017 To (Owner): <u>City of Milwaukee</u> From (Contractor): JMAC Resources	Application Date: 11/21/2017 Via (Engineer): Lance E Meyer, PE City Engineer
--	--	--

<b>1. ORIGINAL CONTRACT PRICE</b> ..... \$ 173,119.25	
<b>2. NET CHANGE BY CHANGE ORDERS</b> (C) ..... \$0.00	
<b>3. CURRENT CONTRACT PRICE</b> 0 ..... \$ 173,119.25	
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> (Total Column F on Progress Estimate) ..... \$ 138,061.49	
<b>5. RETAINAGE:</b>	
a. 0% \$ 138,061.49 Work Completed ..... \$ -	
b. 0% x \$ - Stored Materials ..... \$ -	
c. Total Retainage (Line 5a + Line 5b) ..... \$ -	
<b>6. LIQUIDATED DAMAGES:</b> 0 Days x \$ 1,100.00 per day ..... \$ -	
<b>7. AMOUNT ELIGIBLE TO DATE</b> (Line 4 - Line 5c) ..... \$ 138,061.49	
<b>8. LESS PREVIOUS PAYMENTS</b> (Line 7 from prior Application) ..... \$ 56,727.39	
<b>9. AMOUNT DUE THIS APPLICATION</b> ..... \$ 81,334.10	
<b>10. BALANCE TO DATE, PLUS RETAINAGE</b> (Line 7 + Line 5c) ..... \$ 138,061.49	
<b>11. % OF COMPLETION</b>	
ORIGINAL PRICE (Line 10 + Line 1) ..... 79.75%	
CURRENT PRICE (Line 10 + Line 3) ..... 79.75%	
Payment of: \$ 81,334.10	

is respectfully submitted: Jaqueline Melcher 11/27/2017 (Date)  
 Jaqueline Melcher, Assistant City Engineer

APPROVED

By: Jaqueline Melcher

A/C # 270 | 81.00 | 431 | 41 | 54  
 # 4245  
 DESCR: 2017 Sidewalk, Curb & Gutter Final

payment

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: \_\_\_\_\_ Date: 11-22-17

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2 (FINAL)**

City Project No.: 4245      Contract Completion Date: 11/03/2017      Application Period: 6/27/2017 - 11/3/2017      Application Date: 11/21/2017  
 Via (Engineer): Lance E. Meyer, PE      City Engineer

To (Owner): City of Midvale      Firm (Contractor): JMAC Resources

Bid Item No.	Item Description	A			B			C			D			E			F			G		
		Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed to Date	Value to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F + B)	Balance to Date (B - F)								
<b>UNIT 1</b>																						
1	Contractor Bond	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ -	1.00	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%	\$ -									
2	Mobilization	EA	1	\$ 8,500.00	\$ 8,500.00	0.50	\$ 4,250.00	0.50	\$ 4,250.00	\$ -	\$ 8,500.00	100.00%	\$ -									
3	Traffic Control	EA	1	\$ 3,000.00	\$ 3,000.00	0.50	\$ 1,500.00	0.50	\$ 1,500.00	\$ -	\$ 3,000.00	100.00%	\$ -									
4	Remove Sidewalk	SV	100	\$ 13.50	\$ 1,350.00	123.08	\$ 81.52	\$ 1,000.50	204.6	\$ 2,762.08	\$ -	\$ 2,762.08	204.60%	\$ (229.59)								
5	Remove 6" Sidewalk (Driveway or Slab)	SV	5	\$ 45.00	\$ 225.00	9.11	\$ 1.00	\$ 45.00	10.1	\$ 454.95	\$ -	\$ 454.95	202.20%	\$ (229.95)								
6	Remove Curb and Gutter - Concrete	LF	1050	\$ 6.00	\$ 6,300.00	649.00	\$ 356.88	\$ 3,338.28	1,205.4	\$ 7,332.28	\$ -	\$ 7,332.28	114.87%	\$ (892.28)								
7	Remove Bituminous Pavement	SV	215	\$ 10.00	\$ 2,150.00	91.04	\$ 467.73	\$ 467.80	136.2	\$ 1,361.70	\$ -	\$ 1,361.70	64.27%	\$ 765.30								
8	Remove Concrete Pavement	SV	15	\$ 25.00	\$ 375.00	-	\$ 15.87	\$ 396.75	15.9	\$ 396.75	\$ -	\$ 396.75	105.80%	\$ (21.75)								
9	Adjust Curb (Includes New Frame & Grate/Cover)	EA	10	\$ 1,384.50	\$ 13,845.00	4.00	\$ -	\$ -	4.0	\$ 4,538.00	\$ -	\$ 4,538.00	40.00%	\$ 9,307.00								
10	Common Excavation	CV	100	\$ 30.00	\$ 3,000.00	18.16	\$ 81.84	\$ 818.40	100.0	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%	\$ -								
11	Aggregate Base, Class 5	TN	200	\$ 20.85	\$ 4,170.00	50.92	\$ 1,078.8	\$ 3,684.63	68.6	\$ 1,430.31	\$ -	\$ 1,430.31	34.28%	\$ 2,739.69								
12	4" Concrete Sidewalk	SV	100	\$ 57.85	\$ 5,785.00	123.11	\$ 7,071	\$ 3,301.50	180.2	\$ 10,423.41	\$ -	\$ 10,423.41	180.18%	\$ (4,638.41)								
13	6" Concrete Driveway or Slab	SV	5	\$ 150.00	\$ 750.00	9.11	\$ 1.00	\$ 150.00	10.1	\$ 1,516.50	\$ -	\$ 1,516.50	202.20%	\$ (765.50)								
14	Concrete Curb and Gutter, Type 1	LF	1050	\$ 27.50	\$ 28,875.00	649.00	\$ 514.27	\$ 14,142.43	1,163.3	\$ 31,989.93	\$ -	\$ 31,989.93	110.73%	\$ (3,114.93)								
15	6" Nonreinforced Concrete Pavement - High Early Strength	SV	15	\$ 150.00	\$ 2,250.00	-	\$ 92.71	\$ 1,405.50	9.4	\$ 1,405.50	\$ -	\$ 1,405.50	62.47%	\$ 844.50								
16	Imported Backfill	CV	35	\$ 15.00	\$ 525.00	-	\$ 95.00	\$ 525.00	35.0	\$ 525.00	\$ -	\$ 525.00	100.00%	\$ -								
17	Bituminous Patch	SV	215	\$ 114.50	\$ 24,617.50	91.40	\$ 4,673	\$ 5,350.59	138.1	\$ 15,815.89	\$ -	\$ 15,815.89	64.25%	\$ 8,801.62								
18	ADA Truncated Dome Panels	SF	126	\$ 50.00	\$ 6,300.00	126.00	\$ 48.00	\$ 6,000.00	144.0	\$ 7,200.00	\$ -	\$ 7,200.00	114.29%	\$ (800.00)								
19	Seeding & Hydromulch	SF	160	\$ 4.75	\$ 760.00	-	\$ 160.00	\$ 760.00	160.0	\$ 760.00	\$ -	\$ 760.00	100.00%	\$ -								
20	Topsoil	CV	50	\$ 18.60	\$ 930.00	27.85	\$ 222.57	\$ 411.99	50.0	\$ 930.00	\$ -	\$ 930.00	100.00%	\$ -								
UNIT 1 TOTAL											\$ 110,207.50	\$ 40,331.86	\$ 103,867.29	\$ 103,867.29	\$ 6,946.21							



CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2 (FINAL)														
2017 SIDEWALK, CURB AND GUTTER					Application Period: 6/27/2017 - 11/3/2017									
City Project No.: 4245					To (Owner): City of Miami									
Contract Completion Date: 11/03/2017					Application Date: 11/21/2017									
From (Contractor): JMAC Resources					Via (Engineer): Lance E Meyer, PE City Engineer									
A		B			C		D		E		F		G	
Item	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed to Date	Value to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F + B)	Balance to Date (B - F)

**2017 SIDEWALK ASSESSMENT QUANTITIES - Project No. 4245**

Item	Description	Quantity	Unit	Unit Price	Amount
1	Remove Sidewalk	11.39	SY	\$ 13.50	\$153.75
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00
6	Common Excavation	-	CY	\$ 10.00	\$0.00
7	Aggregate Base, Class 5	2.37	TN	\$ 20.85	\$49.41
8	4" Concrete Sidewalk	11.39	SY	\$ 57.85	\$658.85
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00
11	Imported Backfill	-	CY	\$ 15.00	\$0.00
12	Bituminous Patch	-	SY	\$ 114.50	\$0.00
13	ADA Truncated Dome Panels	-	SF	\$ 50.00	\$0.00
14	Seeding & Hydromulch	2.78	SY	\$ 4.75	\$13.21
15	Topsoil	0.46	CY	\$ 18.60	\$8.56
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00
<b>TOTAL</b>					<b>\$883.77</b>

**718 10th St NE**

Item	Description	Quantity	Unit	Unit Price	Amount
1	Remove Sidewalk	5.56	SY	\$ 13.50	\$75.00
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00
6	Common Excavation	-	CY	\$ 10.00	\$0.00
7	Aggregate Base, Class 5	1.16	TN	\$ 20.85	\$24.14
8	4" Concrete Sidewalk	5.56	SY	\$ 57.85	\$321.39
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00
11	Imported Backfill	-	CY	\$ 15.00	\$0.00
12	Bituminous Patch	-	SY	\$ 114.50	\$0.00
13	ADA Truncated Dome Panels	-	SF	\$ 50.00	\$0.00
14	Seeding & Hydromulch	1.94	SY	\$ 4.75	\$9.22
15	Topsoil	0.32	CY	\$ 18.60	\$5.95
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00
<b>TOTAL</b>					<b>\$455.59</b>

**705 6th Ave NE**

Item	Description	Quantity	Unit	Unit Price	Amount
1	Remove Sidewalk	13.90	SY	\$ 13.50	\$187.65
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00
6	Common Excavation	1.50	CY	\$ 10.00	\$15.00
7	Aggregate Base, Class 5	2.80	TN	\$ 20.85	\$58.38
8	4" Concrete Sidewalk	13.90	SY	\$ 57.85	\$804.12
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00
11	Imported Backfill	0.20	CY	\$ 15.00	\$3.00
12	Bituminous Patch	-	SY	\$ 114.50	\$0.00
13	ADA Truncated Dome Panels	-	SF	\$ 50.00	\$0.00
14	Seeding & Hydromulch	1.78	SY	\$ 4.75	\$8.46
15	Topsoil	0.30	CY	\$ 18.60	\$5.58
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00
<b>TOTAL</b>					<b>\$1,082.18</b>

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2 (FINAL)														
2017 SIDEWALK, CURB AND GUTTER		Application Period: 6/27/2017 - 11/03/2017		Application Date: 11/21/2017										
City Project No.: 4245		City of Miami		Via (Engineer): Lance E Meyer, PE										
Contract Completion Date: 11/03/2017		From (Contractor): JMAC Resources		City Engineer										
A			B			C		D		E	F	G		
Bid Item No.	Item Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed to Date	Value to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F + B)	Balance to Date (B - F)
<b>521 6th St NE</b>														
1	Remove Sidewalk		65.55											
2	Remove 6" Sidewalk (Driveway or Slab)													
3	Remove Curb and Gutter - Concrete													
4	Remove Bituminous Pavement													
5	Adjust Casting (Includes New Frame & Grate/Cover)													
6	Common Excavation													
7	Aggregate Base, Class 5		8.90											
8	4" Concrete Sidewalk		65.55											
9	6" Concrete Driveway or Slab													
10	Concrete Curb and Gutter, Type 1													
11	Imported Backfill													
12	Bituminous Patch													
13	ADA Truncated Dome Panels													
14	Seeding & Hydromulch		16.70											
15	Topsoil		2.78											
16	Strip and Salvage Existing Topsoil													
<b>TOTAL</b>														
<b>520 7th St NE</b>														
1	Remove Sidewalk		22.20											
2	Remove 6" Sidewalk (Driveway or Slab)													
3	Remove Curb and Gutter - Concrete		5.60											
4	Remove Bituminous Pavement													
5	Adjust Casting (Includes New Frame & Grate/Cover)													
6	Common Excavation													
7	Aggregate Base, Class 5		2.50											
8	4" Concrete Sidewalk		6.10											
9	6" Concrete Driveway or Slab		22.20											
10	Concrete Curb and Gutter, Type 1		5.60											
11	Imported Backfill		0.50											
12	Bituminous Patch													
13	ADA Truncated Dome Panels													
14	Seeding & Hydromulch		3.33											
15	Topsoil		0.56											
16	Strip and Salvage Existing Topsoil													
<b>TOTAL</b>														
<b>525 6th St NE</b>														
1	Remove Sidewalk		28.44											
2	Remove 6" Sidewalk (Driveway or Slab)													
3	Remove Curb and Gutter - Concrete													
4	Remove Bituminous Pavement													
5	Adjust Casting (Includes New Frame & Grate/Cover)													
6	Common Excavation													
7	Aggregate Base, Class 5		5.92											
8	4" Concrete Sidewalk		28.44											
9	6" Concrete Driveway or Slab													
10	Concrete Curb and Gutter, Type 1													
11	Imported Backfill													
12	Bituminous Patch													
13	ADA Truncated Dome Panels													
14	Seeding & Hydromulch		8.89											
15	Topsoil		1.48											
16	Strip and Salvage Existing Topsoil													
<b>TOTAL</b>														
<b>822 10th St NE</b>														

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2 (FINAL)**

City Project No.: 4245  
 Contract Completion Date: 11/03/2017  
 Application Period: 6/27/2017 - 11/03/2017  
 Application Date: 11/21/2017  
 Via (Engineer): Lance E Meyer, PE  
 City Engineer

A		B				C			D		E		F		G
Item		Description		Bid Quantity	Unit Price	Unit	Amount	Current Value	Estimated Quantity Installed to Date	Value to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F + B)	Balance to Date (B - F)	
Bid Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit	Amount	Quantity	Date						
1	Remove Sidewalk	28.89	SY	\$ 13.50	\$390.00										
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00										
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00										
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00										
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00										
6	Common Excavation	-	CY	\$ 10.00	\$0.00										
7	Aggregate Base, Class 5	6.02	TN	\$ 20.85	\$125.53										
8	4" Concrete Sidewalk	28.89	SY	\$ 57.85	\$1,671.22										
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00										
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00										
11	Imported Backfill	-	CY	\$ 15.00	\$0.00										
12	Bituminous Patch	-	SY	\$ 114.50	\$0.00										
13	ADA Truncated Dome Panels	-	SF	\$ 50.00	\$0.00										
14	Seeding & Hydromulch	6.11	SY	\$ 4.75	\$29.02										
15	Topsoil	1.01	CY	\$ 18.60	\$18.79										
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00										
<b>TOTAL</b>														<b>\$2,234.57</b>	

JMAC		JMAC		JMAC	
Item	Description	Quantity	Unit	Unit Price	Amount
1	Remove Sidewalk	5.97	SY	\$ 13.50	\$80.55
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00
6	Common Excavation	-	CY	\$ 10.00	\$0.00
7	Aggregate Base, Class 5	1.24	TN	\$ 20.85	\$25.82
8	4" Concrete Sidewalk	5.97	SY	\$ 57.85	\$345.17
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00
11	Imported Backfill	-	CY	\$ 15.00	\$0.00
12	Bituminous Patch	-	SF	\$ 114.50	\$0.00
13	ADA Truncated Dome Panels	-	CY	\$ 50.00	\$0.00
14	Seeding & Hydromulch	2.22	SY	\$ 4.75	\$10.55
15	Topsoil	0.37	CY	\$ 18.60	\$6.88
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00
<b>TOTAL</b>					<b>\$469.07</b>

JMAC		JMAC		JMAC	
Item	Description	Quantity	Unit	Unit Price	Amount
1	Remove Sidewalk	47.78	SY	\$ 13.50	\$645.00
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00
6	Common Excavation	-	CY	\$ 10.00	\$0.00
7	Aggregate Base, Class 5	9.95	TN	\$ 20.85	\$207.49
8	4" Concrete Sidewalk	47.78	SY	\$ 57.85	\$2,763.94
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00
11	Imported Backfill	-	CY	\$ 15.00	\$0.00
12	Bituminous Patch	-	SY	\$ 114.50	\$0.00
13	ADA Truncated Dome Panels	-	SF	\$ 50.00	\$0.00
14	Seeding & Hydromulch	17.22	SY	\$ 4.75	\$81.80
15	Topsoil	2.87	CY	\$ 18.60	\$53.38
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00
<b>TOTAL</b>					<b>\$5,751.61</b>

JMAC		JMAC		JMAC	
Item	Description	Quantity	Unit	Unit Price	Amount
1	Remove Sidewalk	13.89	SY	\$ 13.50	\$187.50

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2 (FINAL)**

2017 SIDEWALK, CURB AND GUTTER  
 City Project No.: 4245  
 Application Period: 6/27/2017 - 11/03/2017  
 Application Date: 11/21/2017  
 To (Owner): City of Miami  
 Via (Engineer): Lance E Meyer, PE  
 City Engineer

A		B				C			D		E		F		G
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed to Date	Value to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F + B)	Balance to Date (B - F)	
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00										
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00										
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00										
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00										
6	Common Excavation	-	CY	\$ 10.00	\$0.00										
7	Aggregate Base, Class 5	2.90	TN	\$ 20.85	\$60.38										
8	4" Concrete Sidewalk	13.89	SY	\$ 57.85	\$803.47										
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00										
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00										
11	Imported Backfill	-	CY	\$ 15.00	\$0.00										
12	Bituminous Patch	-	SF	\$ 114.50	\$0.00										
13	ADA Truncated Dome Panels	3.33	SY	\$ 4.75	\$15.82										
14	Seeding & Hydromulch	0.56	CY	\$ 18.60	\$10.42										
15	Topsoil	-	CY	\$ 10.00	\$0.00										
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00										
<b>TOTAL</b>					<b>\$1,077.58</b>										

JMAC		JMAC		JMAC	
Item	Description	Quantity	Unit	Unit Price	Amount
1	Remove Sidewalk	17.78	SY	\$ 13.50	\$240.00
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00
6	Common Excavation	-	CY	\$ 10.00	\$0.00
7	Aggregate Base, Class 5	3.70	TN	\$ 20.85	\$77.17
8	4" Concrete Sidewalk	17.78	SY	\$ 57.85	\$1,028.44
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00
11	Imported Backfill	-	CY	\$ 15.00	\$0.00
12	Bituminous Patch	-	SY	\$ 114.50	\$0.00
13	ADA Truncated Dome Panels	5.83	SY	\$ 50.00	\$291.50
14	Seeding & Hydromulch	0.97	CY	\$ 4.75	\$4.63
15	Topsoil	-	CY	\$ 18.60	\$18.04
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00
<b>TOTAL</b>					<b>\$1,391.35</b>

JMAC		JMAC		JMAC	
Item	Description	Quantity	Unit	Unit Price	Amount
1	Remove Sidewalk	5.56	SY	\$ 13.50	\$75.00
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00
6	Common Excavation	-	CY	\$ 10.00	\$0.00
7	Aggregate Base, Class 5	22.03	TN	\$ 20.85	\$459.42
8	4" Concrete Sidewalk	105.78	SY	\$ 57.85	\$6,119.24
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00
11	Imported Backfill	-	CY	\$ 15.00	\$0.00
12	Bituminous Patch	-	SY	\$ 114.50	\$0.00
13	ADA Truncated Dome Panels	20.00	SF	\$ 50.00	\$1,000.00
14	Seeding & Hydromulch	7.22	SY	\$ 4.75	\$34.30
15	Topsoil	1.20	CY	\$ 18.60	\$22.32
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00
<b>TOTAL</b>					<b>\$7,710.28</b>

JMAC		JMAC		JMAC	
Item	Description	Quantity	Unit	Unit Price	Amount
1	Remove Sidewalk	8.61	SY	\$ 13.50	\$116.25
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2 (FINAL)**

City Project No.: 4245  
 Application Period: 6/27/2017 - 11/3/2017  
 Application Date: 11/21/2017  
 Contract Completion Date: 11/03/2017  
 To (Owner): City of Miami  
 Via (Engineer): Lance E Meyer, PE  
 City Engineer

Bid Item No.	Item Description	Unit	A			B			C	D	E	F	G
			Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Estimated Quantity Installed to Date					
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00								
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00								
6	Common Excavation	-	CY	\$ 10.00	\$0.00								
7	Aggregate Base, Class 5	1.79	TN	\$ 20.85	\$37.40								
8	4" Concrete Sidewalk	8.61	SY	\$ 57.85	\$498.15								
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00								
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00								
11	Imported Backfill	-	CY	\$ 15.00	\$0.00								
12	Bituminous Patch	-	SY	\$ 114.50	\$0.00								
13	ADA Truncated Dome Panels	-	SF	\$ 50.00	\$0.00								
14	Seeding & Hydromulch	3.06	SY	\$ 4.75	\$14.54								
15	Topsoil	0.51	CY	\$ 18.60	\$9.49								
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00								
	<b>TOTAL</b>				<b>\$675.82</b>								

Item	Description	Quantity	Unit	JMASC	
				Unit Price	Amount
1	Remove Sidewalk	5.56	SY	\$ 13.50	\$75.00
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00
6	Common Excavation	-	CY	\$ 10.00	\$0.00
7	Aggregate Base, Class 5	1.16	TN	\$ 20.85	\$24.18
8	4" Concrete Sidewalk	-	SY	\$ 57.85	\$0.00
9	6" Concrete Driveway or Slab	5.56	SY	\$ 150.00	\$833.33
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00
11	Imported Backfill	-	CY	\$ 15.00	\$0.00
12	Bituminous Patch	-	SY	\$ 114.50	\$0.00
13	ADA Truncated Dome Panels	-	SF	\$ 50.00	\$0.00
14	Seeding & Hydromulch	0.56	SY	\$ 4.75	\$2.66
15	Topsoil	0.10	CY	\$ 18.60	\$1.86
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00
	<b>TOTAL</b>				<b>\$937.03</b>

Item	Description	Quantity	Unit	JMASC	
				Unit Price	Amount
1	Remove Sidewalk	-	SY	\$ 13.50	\$0.00
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00
6	Common Excavation	-	CY	\$ 10.00	\$0.00
7	Aggregate Base, Class 5	6.48	TN	\$ 20.85	\$135.09
8	4" Concrete Sidewalk	31.11	SY	\$ 57.85	\$1,799.78
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00
11	Imported Backfill	-	CY	\$ 15.00	\$0.00
12	Bituminous Patch	-	SY	\$ 114.50	\$0.00
13	ADA Truncated Dome Panels	-	SF	\$ 50.00	\$0.00
14	Seeding & Hydromulch	11.67	SY	\$ 4.75	\$55.43
15	Topsoil	1.94	CY	\$ 18.60	\$36.08
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00
	<b>TOTAL</b>				<b>\$2,025.38</b>

Item	Description	Quantity	Unit	JMASC	
				Unit Price	Amount
1	Remove Sidewalk	-	SY	\$ 13.50	\$0.00
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00
5	Adjust Casting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2 (FINAL)**

Application Period: 6/27/2017 - 11/3/2017  
 Application Date: 11/21/2017

City Project No.: 4245  
 To (Owner): City of Miami  
 Via (Engineer): Lance E Meyer, PE  
 City Engineer

Contract Completion Date: 11/03/2017  
 From (Contractor): JMAC Resources

Item		A				B				C				D		E		F		G	
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed to Date	Value to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F + B)	Balance to Date (B - F)							
6	Common Excavation	-	CY	\$ 10.00	\$0.00																
7	Aggregate Base, Class 5	3.47	TN	\$ 20.85	\$72.40																
8	4" Concrete Sidewalk	16.67	SY	\$ 57.85	\$964.17																
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00																
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00																
11	Imported Backfill	-	CY	\$ 15.00	\$0.00																
12	Bituminous Patch	-	SY	\$ 114.50	\$0.00																
13	ADA Truncated Dome Panels	-	SF	\$ 50.00	\$0.00																
14	Seeding & Hydromulch	8.33	SY	\$ 4.75	\$39.57																
15	Topsoil	1.89	CY	\$ 18.60	\$25.85																
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00																
<b>TOTAL</b>					<b>\$1,101.98</b>																

Item	Description	Quantity	Unit	Unit Price	Amount
1	Remove Sidewalk	-	SY	\$ 13.50	\$0.00
2	Remove 6" Sidewalk (Driveway or Slab)	-	SY	\$ 45.00	\$0.00
3	Remove Curb and Gutter - Concrete	-	LF	\$ 6.00	\$0.00
4	Remove Bituminous Pavement	-	SY	\$ 10.00	\$0.00
5	Adjust Cherting (Includes New Frame & Grate/Cover)	-	EA	\$ 1,134.50	\$0.00
6	Common Excavation	-	CY	\$ 10.00	\$0.00
7	Aggregate Base, Class 5	3.01	TN	\$ 20.85	\$62.69
8	4" Concrete Sidewalk	14.44	SY	\$ 57.85	\$835.61
9	6" Concrete Driveway or Slab	-	SY	\$ 150.00	\$0.00
10	Concrete Curb and Gutter, Type 1	-	LF	\$ 27.50	\$0.00
11	Imported Backfill	-	CY	\$ 15.00	\$0.00
12	Bituminous Patch	-	SY	\$ 114.50	\$0.00
13	ADA Truncated Dome Panels	-	SF	\$ 50.00	\$0.00
14	Seeding & Hydromulch	5.78	SY	\$ 4.75	\$27.46
15	Topsoil	0.96	CY	\$ 18.60	\$17.86
16	Strip and Salvage Existing Topsoil	-	CY	\$ 10.00	\$0.00
<b>TOTAL</b>					<b>\$943.62</b>

RELEASE OF CLAIMS AND AFFIDAVIT

For and in consideration of the receipt of final payment in the amount of \$81,334.10 from the City of Minot, North Dakota under and pursuant to Contract No. 4245 for 2017 Sidewalk, Curb and Gutter Project, the undersigned hereby does remise, release, and discharge the City of Minot, North Dakota, its officers, agents, and employees of and from any and all claims and demands whatsoever under or arising from the said contract, except specified claims in stated amounts listed as follows:

This release has been executed this 22 day of Nov 2017.

IMAC Resources, Inc.  
(Contractor)

By: [Signature]  
(Title)

State of Washington  
County of Chelan

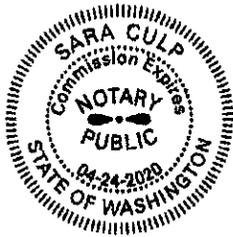
BEFORE ME, the undersigned Notary, SARA CULP, on this 22 day of Nov 2017, personally appeared Joey Dace a representative authorized to conduct business for IMAC Resources, Inc and known to me to be a credible person and of lawful age, who being by me first duly sworn on his oath, deposes and says:

All material suppliers and contractors have been paid in full for the project identified above.

[Signature]  
Signature of Affiant  
Joey Dace  
Typed or Printed Name of Affiant

1505 N. Miller St # 260 Wenatchee, WA 98801  
Address of Affiant

Subscribed and sworn to before me, this 22 day of NOVEMBER 2017.



[Signature]  
Signature of Notary  
Sara Culp  
Typed or Printed name of Notary  
My Commission Expires: 4-24-2020



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Scott Collins, Recreation/Auditorium Director

**DATE:** December 27, 2017

**SUBJECT: PUBLISH RFQ – ARCHITECTS FOR AUDITORIUM FLOOR REPLACEMENT**

**I. RECOMMENDED ACTION**

1. Recommend approval for the Recreation/Auditorium Director to publish RFQ's for

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Architect Qualifications to replace the Auditorium Main Arena Multi-Purpose floor.

**II. DEPARTMENT CONTACT PERSONS**

Scott Collins, Recreation/Auditorium Director	857-4730
Tom Landsiedel, Assistant Director	857-4732
Brock Harstad, Recreation/Auditorium Foreman	857-4735

**III. DESCRIPTION**

A. Background

The Auditorium Main Arena Multi-purpose floor is 26 years old and needs to be replaced. All Recreation activities use the floor for volleyball/basketball games and practices when the Portable wood floor is not installed. The floor is also used for everyday activities/events such as concerts, weddings, auctions, etc. The existing floor is in very poor condition and has outlived its lifespan.

**IV. IMPACT:**

A. Strategic Impact:

This project will not only update the existing floor for recreational use, it will enhance the aesthetics of the Main Arena and provide a safe and multi-purpose floor for years to come.

B. Fiscal Impact:

This project was funded through Community Facilities Funds during the 2018 Budget process.

Project Costs

Multi-purpose floor cost	\$175,000
Demolition/Testing Costs	50,000
Architect Costs	<u>10,000</u>
Total	\$235,000

Project Funding

Community Facility Funds	\$235,000
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**V. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the project to be bid, designed and constructed within the 2018 construction season.

**VI. LIST OF ATTACHMENTS**

- A. Architect RFQ for Main Arena Floor Replacement

Approved for Council Agenda: \_\_\_\_\_

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

**REQUEST FOR QUALIFICATIONS  
ARCHITECTURAL SERVICES  
Municipal Auditorium Main Arena Flooring**

The City of Minot is requesting qualification submittals for Architectural services for the removal and replacement of the Main Arena Multi-Purpose floor in the Municipal Auditorium Complex. Interested firms should have experience with multi-purpose floor removal and replacement projects. A complete Cost Analysis will be submitted by the selected Firm and will include project costs along with Architectural costs.

The firms must also be able to review the City's list of proposed improvements and prioritize the projects using the available funding.

**Each consultant must provide the following information:**

- Relevant experience planning and designing Multi-purpose Arena flooring.
- Relevant experience designing remodeling of existing facilities.

**Each firm must also provide the following:**

- List of personnel assigned to the project and relevant experience.
- Location of office where work will be performed and method which mileage and expenses will be charged.
- List of any sub-consultants to be used for the project.
- List of three project references.

A pre-submittal conference shall be held on **January 22<sup>nd</sup> from 2:00pm – 3:00pm to discuss the project and answer questions.**

Statements of qualifications must be received by **12:00pm Wednesday, January 31<sup>st</sup>** at the office of the Auditorium Director, 420 3<sup>rd</sup> Ave SW Minot ND 58701

Three (3) copies of the proposal shall be submitted to:

City of Minot – Recreation/Auditorium Department  
Attn: Scott Collins  
420 3rd Avenue SW  
Minot, North Dakota 58701

Publish Legal Ad Two Times: **January 5, 12, & 19, 2018.**

Bill to: City of Minot  
Recreation/Auditorium Department  
420 3<sup>rd</sup> Ave SW  
Minot, ND 58701



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Scott Collins, Recreation/Auditorium Director

**DATE:** December 27, 2017

**SUBJECT: PUBLISH RFQ – ELECTRICAL ENGINEERING SERVICES**

**I. RECOMMENDED ACTION**

1. Recommend approval for the Recreation/Auditorium Director to publish RFQ's for

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Electrical Engineering Qualifications to replace the remaining (543) light fixtures throughout the Auditorium Complex.

**II. DEPARTMENT CONTACT PERSONS**

Scott Collins, Recreation/Auditorium Director	857-4730
Tom Landsiedel, Assistant Director	857-4732
Brock Harstad, Recreation/Auditorium Foreman	857-4735

**III. DESCRIPTION**

A. Background

The Auditorium Complex has (543) existing (T-12) light fixtures that are no longer manufactured. This project would update all remaining lights throughout the building, which have not already been replaced, with new LED lighting. Cost savings LED lighting is estimated at 60% more efficient.

**IV. IMPACT:**

A. Strategic Impact:

This project will replace all remaining light fixtures in the Auditorium Complex with New LED lighting and bring the entire building up to date.

B. Fiscal Impact:

This project was funded through Community Facilities Funds during the 2018 Budget process.

Project Costs

(543) LED Light Fixtures installed	\$150,000
Electrical Engineer Costs	<u>7,500</u>
Total	\$157,500

Project Funding

Community Facility Funds	\$157,500
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**V. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the project to be bid, designed and constructed within the 2018 construction season.

**VI. LIST OF ATTACHMENTS**

- A. Engineer RFQ for (543) LED Lights to Replace all remaining (T-12) Light Fixtures

Approved for Council Agenda: \_\_\_\_\_

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

**REQUEST FOR QUALIFICATIONS  
ELECTRICAL ENGINEERING SERVICES  
Replacement of (543) T-12 Light Fixtures**

The City of Minot is requesting qualification submittals for Electrical Engineering services for the removal and replacement of (543) T-12 Light Fixtures in the Municipal Auditorium Complex. Interested firms should have experience with projects installing and updating lighting systems. A complete Cost Analysis will be submitted by the selected Firm and will include project costs along with engineering costs.

The firms must also be able to review the City's list of proposed improvements and prioritize the projects using the available funding.

**Each consultant must provide the following information:**

- Relevant experience planning and designing new LED light systems.
- Relevant experience designing remodeling of existing facilities.

**Each firm must also provide the following:**

- List of personnel assigned to the project and relevant experience.
- Location of office where work will be performed and method which mileage and expenses will be charged.
- List of any sub-consultants to be used for the project.
- List of three project references.

A pre-submittal conference shall be held on **January 22<sup>nd</sup> from 10:00am – 11:00am to discuss the project and answer questions.**

Statements of qualifications must be received by **12:00pm Wednesday, January 31<sup>st</sup>** at the office of the Auditorium Director, 420 3<sup>rd</sup> Ave SW Minot ND 58701

Three (3) copies of the proposal shall be submitted to:

City of Minot – Recreation/Auditorium Department  
Attn: Scott Collins  
420 3<sup>rd</sup> Avenue SW  
Minot, North Dakota 58701

Publish Legal Ad Two Times: **December 5, 12, & 19, 2018.**

Bill to: City of Minot  
Recreation/Auditorium Department  
420 3<sup>rd</sup> Ave SW  
Minot, ND 58701



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**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Janet Anderson, Library Director

**DATE:** December 18, 2017

**SUBJECT:** **Library Air Conditioner/Chiller Replacement (LIB030)**

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**I. RECOMMENDED ACTION**

It is recommended the Committee and Council:

1. Approve awarding the bid to C&C Plumbing & Heating, L.L.P in the amount of \$71,361.00; and
2. Approve amending the 2017 budget; and
3. Authorize the Mayor to sign the agreement

**II. DEPARTMENT CONTACT PERSON**

Janet Anderson, Library Director      852-1045

**III. DESCRIPTION**

A. Background

As approved at the October, 2017 City Council meeting, the Minot Public Library will be replacing an air conditioning unit (chiller) in the early spring of 2018. Purchased in 1999, the Minot Public Library's west air conditioning unit has only been functioning at 50% for at least two years due to a leak that has been unable to be located. An inspection in 2016 resulted in the recommendation to replace the entire unit when possible due to this leak and the difficulty in replacing parts. In July of 2017, a sensor failed and needed to be replaced. Finally, on September 9<sup>th</sup> the entire unit stopped working and it was discovered that a pipe from the unit to the building had warped and leaked antifreeze

B. Proposed Project

The Library requests that the bid be awarded so that work to replace this unit can begin as soon as possible in the spring.

C. Consultant Selection

One qualified bid was received on Tuesday, December 12, 2017. This bid was from C&C Plumbing & Heating, L.L.P in the amount of \$71,361.00

**IV. IMPACT:**

A. Strategic Impact:

As a public building where people often come in the hot weather to cool down and where people of all ages spend time, it is necessary that the Minot Public Library be able to maintain comfortable temperatures for the wellbeing of our patrons and staff.

B. Fiscal Impact:

\$70,925.00 was approved for this project, but the only qualifying bid received was for \$71,361.00, not including advertising and lawn clean-up. After consulting with the Finance Department, it was determined that the Library has enough funds remaining in the 2017 budget to cover the difference in cost of \$2,561.

<u>Project Costs</u>	
Approved project cost	\$70,925.00
Proposal (from C&C)	<u>\$71,361.00</u>
Difference	(\$436)
Cost Difference	\$436
Hydroseed/Lawn Clean-up	\$1,875
Advertise for Bids	<u>\$250</u>
Total	\$2,561
<u>Project Funding</u>	
210-67-00-455-04-33 (Bldg & Grnds)	\$2,561

**V. TIME CONSTRAINTS**

Approval of this bid would permit work to begin as soon as weather allows in 2018.

**VI. LIST OF ATTACHMENTS**

A. **C and C Plumbing Proposal**

Approved for Council Agenda: \_\_\_\_\_

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

# Proposal

## C&C Plumbing & Heating, L.L.P.

3808 Burdick Expressway East  
Minot, ND 58701-5359  
Ph (701) 852-8464  
e-mail: ccplumb@srt.com - www.ccplumb.com

Proposal Submitted to City Of Minot	Phone: 857-4776	Date Tue, Dec 12, 2017
Address 515 2nd Ave. S.W.	Job Minot Public Library Chiller	
City, State, and Zipcode Minot, ND 58701	Job Location Minot Public Library	

Specifications and Description of work:  
Replace Chiller as per published Scope of Work.

### We Propose

To furnish material and labor, complete AS DESCRIBED above, for the sum not to exceed

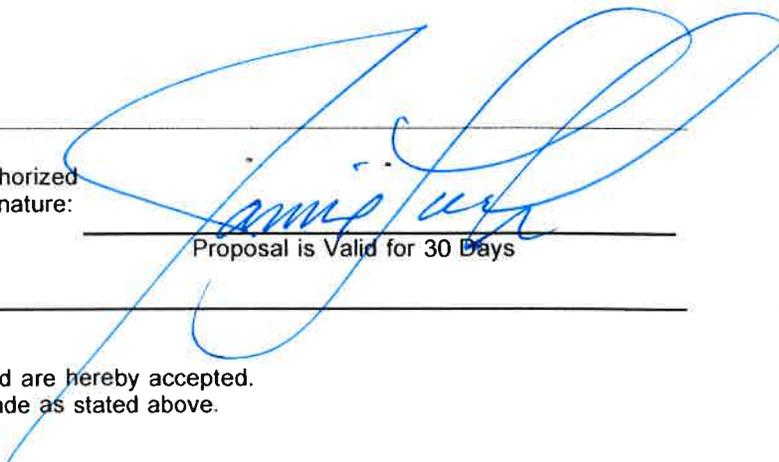
Seventy One Thousand Three Hundred Sixty One Dollars ( \$71,361.00)

Payment to be made as follows:

As per contract documents.

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications described above involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry Fire and other necessary Insurance. Our workers are covered by Workers compensation Insurance.

Authorized  
Signature:

  
Proposal is Valid for 30 Days

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

**ORDINANCE NO:**

**AN ORDINANCE AMENDING THE 2017 ANNUAL BUDGET TO INCREASE THE LIBRARY BUILDING & GROUNDS EXPENDITURES FOR THE ADDITIONAL COSTS FOR A REPLACEMENT AIR CONDITIONER UNIT. THE ADDITIONAL AMOUNT REQUIRED IS BEING FUNDED WITH LIBRARY RESERVES.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:**

§1: Amend the 2017 annual budget to increase the library building & grounds expenditures for the additional costs for a replacement air conditioner unit.

210-6700-455.04-33		\$2,561
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§2: Approve the transfer of funds:

210-0000-491.32-02		\$2,561
210-0000-391.32-02	LIB030	2,561

§3: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

\_\_\_\_\_  
Chuck Barney, Mayor

\_\_\_\_\_  
Kelly Matalka, City Clerk



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Paul Ulrickson, IT Manager Networks/Communication

**DATE:** December 27, 2017

**SUBJECT: VIRTUAL SERVER ENVIRONMENT CONSOLIDATION AND UPGRADE**

**I. RECOMMENDED ACTION**

1. Recommend award to Dell EMC in the amount of \$221,269.11 for a Dell VxRail 4.0 E560F virtual environment.
2. Recommend the Committee and Council to pass an ordinance amending the 2018 annual budget.
3. Approve the use of Sales Tax – Major Projects.

**II. DEPARTMENT CONTACT PERSONS**

Jason McKibben, IT                      857-4722  
Paul Ulrickson, IT                      857-4172

**III. DESCRIPTION**

A. Background

The City of Minot currently has two virtual server environments comprised of hardware originally purchased in 2013. One environment contains virtual servers dedicated to City functions (application, file and database servers) and the other environment contains servers dedicated to Public Safety functions, shared by multiple agencies including Minot PD, Minot Central Dispatch and Ward Co Sheriff’s Office. The hardware in both environments has reached its generally accepted end of life and should be replaced, as extended hardware maintenance is not available in 2018. Mission critical applications and data are provided through these environments and system up time is a high priority. The Information Technology department cannot ensure delivery of the environment up-time requirements if the City stays on the current hardware. This project would allow the City to consolidate the two existing environments into one, decreasing IT workload, improving department and systems efficiency and providing a stable, warranted system with growth capacity for the next 5 years. Consolidation of these environments is more fiscally prudent than replacing each individually. Project costs will be divided between City, County and 911 budgets, based on expected, overall system usage. This project also includes the replacement of the current disaster recovery environment, software licensing and implementation.

B. Proposed Project

Purchase a single virtual environment with the hardware capacity to support both environments that are approaching warranty expirations and hardware life expectancies.

Bids were opened on December 13, 2017 and they are as follows:

<u>Bidder</u>	<u>Make/Model</u>	<u>Price</u>
Dell EMC	Dell VxRail 4.0 E460F	\$216,684.83 (3 year)

Dell EMC	Dell VxRail 4.0 E460F	\$238,109.91 (5 year)
Dell EMC	Dell VxRail 4.0 E560F	\$222,686.15 (3 year)
Dell EMC	Dell VxRail 4.0 E560F	\$243,886.19 (5 year)
Softchoice	Dell VxRail 4.0 E460F	\$269,283.03 (3 year)
Softchoice	Dell VxRail 4.0 E460F	\$363,069.57 (5 year)

**IV. IMPACT:**

A. Fiscal Impact:

<u>Project Funding</u>	
429-7300-419.07-93	\$213,207
263-8000-491.32-10	\$8,243

This was a planned and budgeted project for 2018. The most complete and suitable configuration of the environments listed above totaled \$221,269.11. \$213,207 was budgeted as a Capital Purchase. The attached budget amendment would cover the remaining \$8,243, using the Sales Tax – Major Projects funding source.

**V. ALTERNATIVES:**

Alt 1. The City Council could choose to not to fund this replacement. The City’s data environment and Public Safety software would operate on hardware without warranty.

**VI. TIME CONSTRAINTS:**

Council’s approval of the recommendation will allow the environment to be replaced before maintenance becomes unavailable in April 2018.

**VII. LIST OF ATTACHMENTS**

A. Budget amendment

**ORDINANCE NO:**

**AN ORDINANCE AMENDING THE 2018 ANNUAL BUDGET TO DECREASE EQUIPMENT PURCHASES REVENUES AND EXPENDITURES AND INCREASE THE INFORMATION TECHNOLOGY SOFTWARE AGREEMENTS REVENUES AND EXPENDITURES AND INCREASE SALES TAX IMPROVEMENTS EXPENDITURES FOR THE PURCHASE OF THE CONSOLIDATED VIRTUAL ENVIRONMENT FOR THE CITY AND NEW WORLD SYSTEMS AND APPROVE THE TRANSFER OF FUNDS FROM SALES TAX MAJOR PROJECTS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:**

§1: Amend the 2018 annual budget to decrease Equipment Purchase revenues and expenditures and increase the Information Technology Software Agreements revenues and expenditures and increase Sales Tax Improvements expenditures for the purchase of the Consolidated Virtual Environment for the City and New World Systems.

429-7300-419.07-93		(\$51,632)
429-0000-391.31-04		(51,632)
001-0000-391.31-04		51,632
001-0900-419.03-42		59,875
263-8000-491.32-10		8,243

§2: Approve the transfer of funds from Sales Tax - Major Projects:

263-8000-491.30-00		8,243
001-0000-391.32-10	IT0014	(8,243)

§3: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

\_\_\_\_\_  
Chuck Barney, Mayor

\_\_\_\_\_  
Kelly Matalka, City Clerk



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Paul Ulrickson, IT Manager Networks/Communication

**DATE:** December 15, 2017

**SUBJECT:** AWARD OF BID- UPS/BATTERY BACKUP FOR DATA CENTER/911 EQUIPMENT

**I. RECOMMENDED ACTION**

1. Recommend award to Main Electric in the amount of \$18,695 for an Eaton 9355-30 UPS.

**II. DEPARTMENT CONTACT PERSONS**

Jason McKibben, IT 857-4722  
Paul Ulrickson, IT 857-4172

**III. DESCRIPTION**

A. Background

City Hall currently has two battery backups that provide temporary power to all equipment in the Dispatch Telephone room and all equipment in the IT Communications room. The IT Communication room UPS was purchased in 2005 and has reached end-of-life as the vendor will no longer be able to offer standard hardware support for the device in 2018. Based on fiscal and operational analysis, IT and Property Maintenance recommend replacing the IT UPS from 2005 and the Dispatch UPS from 2008 with a single, higher capacity unit that will support power demands from both rooms.

B. Proposed Project

Purchase a single unit that will replace the two smaller units at City Hall. One unit has reached its useful life and the other will likely reach its useful life within three years.

Bids were opened on December 13, 2017 and they are as follows:

<u>Bidder</u>	<u>Make/Model</u>	<u>Price</u>
Main Electric	Eaton 9355-30	\$18,695
Graybar	Eaton 9355-30	\$20,209.41
Northwestern Electric	Eaton 9355-30	\$26,824

**IV. IMPACT:**

A. Fiscal Impact:

Project Funding  
429-7300-419.07-93 \$18,695

This was a planned and budgeted project for 2018. \$20,000 was budgeted as a Capital Purchase.

**V. ALTERNATIVES:**

Alt 1. The Council could recommend IT explore leaving the UPS unit count at two and replacing the oldest unit only. IT would then seek additional funds when the second unit is no longer supported. A single unit approach would lessen the immediate financial impact of this project but initial research suggested replacing one unit at a time would be roughly 80% more expensive in totality by the time the second unit was replaced. Long-term maintenance costs would also be more expensive with this option.

Alt 2. The City Council could choose to not to fund this replacement. The IT Communication room would operate behind a battery backup that cannot be supported from a hardware standpoint.

**VI. TIME CONSTRAINTS:**

Council's approval of the recommendation will allow the UPS unit to be replaced before the vendor ceases standard hardware support in April 2018.

**VII. LIST OF ATTACHMENTS - None**

**ORDINANCE NO:**

**AN ORDINANCE AMENDING THE 2017 ANNUAL BUDGET TO INCREASE THE RECREATION AND AUDITORIUM PROFESSIONAL SERVICE CONTRACTS REVENUE AND EXPENDITURES AND DECREASE THE RECREATION AND AUDITORIUM CAPITAL EQUIPMENT REVENUE AND EXPENDITURES FOR THE PURCHASE OF RECTRAC FACILITY MANAGEMENT/RECREATION LEAGUE & TOURNAMENT SOFTWARE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:**

§1: Amend the 2017 annual budget to increase the recreation and auditorium Budprofessional service contracts revenue and expenditures and decrease the recreation and auditorium capital equipment revenue and expenditures for the purchase of RecTrac Facility Management /Recreation League & Tournament Software

215-6800-451.03-22		\$5,142
429-7300-419.07-93		(5,142)
429-0000-311.00-00		(5,142)
215-0000-311.00-00		5,142

§2: Approve the transfer of funds:

429-0000-311.00-00	REC028	(5,142)
215-0000-311.00-00		5,142

§3: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

\_\_\_\_\_  
Chuck Barney, Mayor

\_\_\_\_\_  
Kelly Matalka, City Clerk

# City of Minot

**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Kelli Flermoen, Fire Chief

**DATE:** December 4, 2017

**SUBJECT: MOUSE RIVER FIREFIGHTERS ASSOCIATION MUTUAL AID AGREEMENT**

## I. RECOMMENDED ACTION

1. Recommend council to authorize the Mayor to sign the Mouse River Firefighters Association Mutual Aid Agreement.

## II. DEPARTMENT CONTACT PERSONS

*Place name, titles, and phone numbers of the persons involved in hierarchical order:*

Kelli Flermoen, Fire Chief	857-4740
Dean Lenertz, Assistant Fire Chief	857-4740

## III. DESCRIPTION

### A. Background

This document is an updated version which was approved and signed by the Mayor in 2017. The bylaws for the Mouse River Firefighters Association required the entity to update their agreement each even year. This agreement will be for the years 2018 and 2019. This agreement will enter the Minot Fire Department and the other agencies as written in the document to call on in the event of a larger emergency. This defines roles, responsibilities and expectations of the agencies responding and requesting. This document was reviewed by the city attorney.

### B. Proposed Project

The Minot Fire Department works diligently to prepare for the emergencies that occur within our community but sometimes we need to ask for assistance for additional resources. This MOU will afford us to call for that assistance from our surrounding department for support.

### C. Consultant Selection

N/A

## IV. IMPACT:

### A. Strategic Impact:

This mutual aid agreement will allow the Minot Fire Department to meet the needs of our citizens in the event of a large emergency that is outside of the normal scope of preparedness. One of the goals of the Minot Fire Department is to provide exceptional public safety and emergency service to our citizens and visitors.

### B. Service/Delivery Impact:

This mutual aid agreement will allow additional resources to be called upon in the event of a large emergency that is beyond the capabilities of the Minot Fire Department to handle independently.

C. Fiscal Impact:

N/A

**V. ALTERNATIVES**

Alt 1. The Council could deny the request and the Minot Fire Department would utilize the already established mutual aid agreements with the Grand Forks Fire Department, Bismarck Fire Department, Minot Air Force Base Fire Department and Minot Rural Fire Department.

**VI. TIME CONSTRAINTS**

Council's approval of the recommendation will allow for the Minot Fire Department to have an effective Mutual Aid agreement with the Mouse River Firefighters Association going into 2018 through 2019.

**VII. LIST OF ATTACHMENTS**

A. Mouse River Mutual Aid Agreement

**Mouse River Firefighter's Association**  
**MINOT FIRE DEPARTMENT, City of**

**2018 – 2019 Mutual Aid Agreement**

**(01 January 2018 – 31 December 2019)**

- Whereas, the laws of the State of North Dakota provide that each political subdivision is empowered to make and enter into mutual aid agreements with other political subdivisions in order to more effectively respond and provide public safety services during emergency situations;
- Whereas, the undersigned political subdivisions that are parties to this mutual aid agreement must confront numerous threats to public health and safety, including but not limited to natural or man-made disasters;
- Whereas, none of the parties to this Agreement possess all of the necessary resources to cope with every possible incident, emergency, or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of these entities;
- Whereas, the parties to this Agreement have determined it is in their collective best interest to develop and implement preparedness plans and conduct joint exercises in advance of a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster;
- Whereas, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event an emergency situation should occur, by the interchange of response services; and
- Whereas, it is necessary and desirable that a mutual aid agreement be executed for the interchange of such mutual assistance on a local basis.
- Whereas, each fire district will be required to sign with consent the MOU to be a member of the Mouse River Firefighters Association that is due no later than March 30<sup>th</sup> of every even year.

Now, therefore, it is hereby agreed by and between each and all of the parties hereto as follows:

■ **Terms of the Agreement**

- 1) Each party agrees that in the event of an emergency situation, each other party to this mutual aid agreement shall furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish the assisting entity's ability to provide emergency services within its jurisdiction.
- 2) Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.
- 3) In order to invoke assistance under the provisions of this Agreement, the authorized representative from the requesting entity shall be required to contact the authorized representative of the responding entity by voice communication system, in writing, or through a message relay provided by an emergency dispatch center. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested,

and shall specify the location to which the equipment and personnel are to be dispatched. The responding entity may request such information from the requesting entity as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.

- 4) During an emergency situation, the ranking officer from the assisting entity will immediately report to incident command or staging as directed for assignment. All personnel shall work under the direction of the designated incident command/unified command. Personnel from both the assisting and requesting entity shall operate under the direction of their commander or officer once they are authorized to undertake assignments (i.e. ICS Branch assignment, Group assignment, RIT, or special operations). However, personnel from either the requesting or the assisting entity may receive supervision from any command personnel from the combined participating entities if authorized by the incident commander or agency representatives in the incident command structure.
- 5) In any emergency situation in which the mutual aid agreement has been invoked, radio communications will be established between the entities, where possible, through the use of the local public mutual aid radio system or utilization of the statewide frequency management interoperability plan.
- 6) During a hazardous materials or structural collapse type emergency, the requesting agency is to follow the State protocols for requesting regional response.
- 7) Assisting entity personnel and equipment shall be released by the requesting entity when the resources are no longer needed. The assisting entity may also withdraw its personnel and equipment when deemed to be in the best interest of the assisting entity and following notice provided to the requesting entity of the intended action. The assisting entity may withdraw resources if it determines response conditions are beyond acceptable risk. There will be no liability for withdrawal placed on or transferred to the assisting entity.
- 8) Equipment, personnel, and/or services provided pursuant to this Agreement shall be no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the requesting unit. Day to day mutual aid such as equipment, personnel, and/or services provided pursuant to this Agreement should remain free of charge, and any reimbursement to responding units for non-routine costs or out-of-pocket expenses shall be assessed as set forth in paragraphs 8, subsections A-G.”
  - a. The amount of charges assessed by a responding unit may *not* exceed the actual amount necessary to make the responding agency whole and should only include costs that are non-routine in nature.
  - b. The responding unit must assess no more than “usual and customary” charges for personnel costs pursuant to a compensation policy.
  - c. The fee structure for apparatus and equipment shall be based on the most realistic actual costs.
  - d. In addition, the responding unit shall be entitled to charge additional sums for the cost of all firefighting extinguishing materials, special firefighting equipment, fuel and other consumables used in responding to the request for assistance.
  - e. Responding units must invoice the requesting agency, in writing, within thirty (30) days after demobilization of the responding units’ equipment and personnel. Once thirty (30) days pass, the aid shall be considered to be a donation of service. The requesting agency shall remit payment to the responding unit within 30 days. Any disputes on charges shall be sent in writing to the responding agency within 15 days of receipt of the invoice
  - f. Mutual aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of federal or state government funds or insurance coverage by the property owner.

- g. All reimbursement will be based upon proper documentation, accounting, inventories, receipts, and other evidence of expenses provided by the responding entity.

**9) Liability, Workforce Safety, Property Damage.**

**A. Workforce Safety Coverage.**

Each member political subdivision or agency will be responsible for its own actions and those of its employees. Each member political subdivision or agency is responsible for complying with North Dakota's workforce safety rules.

**B. Liability Insurance Coverage.**

(1) Each party is responsible for its own actions. Each party agrees to obtain public liability insurance coverage with at least a \$250,000.00 per person and \$1,000,000.00 per occurrence combined single limit and coverage by a policy with an insurance company licensed to do business in North Dakota, (1) by being a qualified self-insured, or (2) by being a member of a group self-insurance association.

(2) Each party is responsible for complying with the motor vehicle financial responsibility laws of the State of North Dakota. Each party agrees to obtain automobile liability coverage with at least a \$250,000.00 per person and \$1,000,000.00 per occurrence combined single limit and coverage extended to owned, non-owned, and hired vehicles by a policy with an insurance company licensed to do business in North Dakota, (1) by being a qualified self-insured, or (2) by being a member of a group self-insurance association.

**C. General Liability, Public Officials Liability.**

(1) For the purposes of North Dakota Century Code (NDCC 32-12.1 Governmental Liability) only, the employees and officers of the assisting department are deemed to be employees (NDCC 32-12.1-02(3)) of the requesting department.

(2) The requesting department agrees to defend and indemnify the assisting department against any claims brought or actions filed against the assisting department or any employee of the assisting department for personal injury or damage to the property of any third person or persons, arising from the performance and provision of assistance pursuant to this Agreement within the limits of NDCC 32-12.1.

- 10) Each party shall develop and update SOG/SOPs that provide guidelines of each responding department's policies or procedures. The parties agree to meet annually to review the SOP/SOGS and resource lists.
- 11) Nothing within this Agreement shall prevent any of the parties herein from entering into similar agreements with any other entity.
- 12) This Agreement shall become effective when approved and executed by the appropriate political subdivision of each party to this Agreement. The Agreement shall remain in effect between each and every party until participation in this Agreement is terminated by the party. Termination of participation in this Agreement by a response entity shall not affect the continued operation of this Agreement between and among the remaining parties. Any party to this Agreement may terminate participation in this Agreement upon thirty days' written notice addressed to the designated public official of each of the other signatory political subdivisions that are parties to this Agreement.
- 13) The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

- 14) The list of the member fire departments of the Mouse River Firefighters Association is attached hereto and made a part hereof. Each member shall be a party hereto and shall, after agreeing to the terms and conditions hereof, execute this Mutual Aid Agreement by having the parties' proper officials sign a separate signature page which will be added to the original agreement to compress the entire agreement. Each party shall be responsible to obtain the necessary approvals of their department and of the governing bodies of their respective municipalities before executing this agreement.
- 15) Unless specified otherwise, notices required pursuant to this agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor, postage prepaid and addressed as indicated in the signature page of each party. Service of notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit in the United States Post Office shall be deemed to have been given twelve (12) consecutive business days following deposit of the same in custody of said postal service. Any party hereto may, from time to time, by written notice to the others, designate a different address or person, which shall be substituted for that specified above.
- 16) This MOU constitutes the entire agreement among the parties. The MOU may be amended only in writing in the same manner the original MOU was made, signed by the legal and lawful representatives of each party.
- 17) Fire Departments wishing to join the Mouse River Firefighters Association will be required to become a party to this Mutual Aid Agreement by agreeing to the terms herein and by properly executing this agreement. Any agency wishing to join the Mouse River Firefighter's Association must have approval by a majority vote of association members who are part of the Mutual Aid Agreement at a quarterly meeting.
- 18) Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated on the attached signature page.
- 19) This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Parties to this agreement shall have a signature page properly executed which signature page will be attached hereto and made a part hereof. The executing agency should send a copy of the signed agreement to the Association secretary who shall disperse it to all other parties. The original signature pages shall be kept by the Association's secretary. See attached signature pages.

**Locations: Fire Departments within  
Bottineau, McHenry, McLean, Renville,  
& Ward Counties**

**MOUSE RIVER**



**FIREFIGHTER'S ASSOCIATION**

**President: Matthew Whitehead  
VicePresident: Amanda Schooling  
Secretary: Julie Eisenbraun**

## **2017 MEMBERS LIST**

<b>Berthold Fire Protection District</b>	<b>Minot AFB Fire Department</b>
<b>Bottineau Fire Department – Main</b>	<b>Minot Rural Fire Department</b>
<b>Bottineau Fire Department – Station 2</b>	<b>Minot Fire Department, City of</b>
<b>Burlington Fire Department</b>	<b>Mohall Fire Protection District</b>
<b>Carpio Fire Protection District</b>	<b>Ryder-Makoti Fire Protection District – Makoti</b>
<b>Deering Fire Protection District</b>	<b>Ryder-Makoti Fire Protection District – Ryder</b>
<b>Des Lacs Fire Protection District</b>	<b>Sawyer Fire Protection District</b>
<b>Donnybrook Fire Protection District</b>	<b>Sherwood Fire Protection District</b>
<b>Glenburn Fire Protection District</b>	<b>Surrey Fire Protection District</b>
<b>Granville Fire Protection District</b>	<b>Tolley Fire Department</b>
<b>Kenmare Fire Department</b>	<b>Towner Fire Department</b>
<b>Kenmare Rural Fire Department</b>	<b>Underwood Fire Protection District</b>
<b>Lansford Fire Protection District</b>	<b>Upham Fire Protection District</b>
<b>Maxbass Rural Fire Protection District</b>	<b>Velva Fire Protection District</b>

**Mouse River Firefighter's Association**  
**MINOT FIRE DEPARTMENT, City of**

**2018 – 2019 Mutual Aid Agreement**

(01 January 2018 – 31 December 2019)

**Signature Page:**

In witness whereof, this 2018 Mouse River Firefighter Association Mutual Aid Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided. This signed agreement will be enforced for the described period indicated in the Mouse River Firefighters Association Bylaws Article 8, Section 1.

**Jurisdiction/ Organization**

**Minot Fire Department, City of**

**Notice:**

Mayor, City of Minot  
City of Minot Fire Department  
PO Box 5006  
Minot ND 58702-5006

**MINOT FIRE DEPARTMENT, CITY OF**

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature: City of Minot Mayor

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

**MOUSE RIVER FIREFIGHTER ASSOCIATION**

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature: President of the Mouse River Firefighters Association

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



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**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Jason Olson, Chief of Police

**DATE:** December 18, 2017

**SUBJECT: Retirement and Transfer of Ownership of Police K-9**

---

**I. RECOMMENDED ACTION**

1. Recommend approval of the Retirement of Police K-9 Piko; and
2. Recommend approval of the Transfer of Ownership of Police K-9 Piko; and
3. Authorize the Mayor to sign the agreement

**II. DEPARTMENT CONTACT PERSONS**

Jason Olson, Chief of Police	857-4715
Capt. John Klug, Patrol Division Commander	857-9800

**III. DESCRIPTION**

A. Background

Police K-9 handler Titus Clouse resigned his position with the Minot Police Department in December 2017. Police K-9 Piko has been in service since 2013 and was partnered with Officer Clouse the entire time. Piko has become highly socialized with his handler and has already served over half of his projected service career, making reassignment impractical. Piko has also struggled in some areas that would make it advantageous to begin with a new K-9 in the future as opposed to retraining a different handler with Piko.

B. Proposal

Retire Police K-9 Piko from active service and transfer ownership responsibility to Titus Clouse for the sum of \$1 pursuant to the attached sale and waiver of liability agreement, and authorize the Mayor to sign the agreement with Titus Clouse.

**IV. IMPACT:**

A. Strategic Impact:

The transfer of ownership of Police K-9 Piko to his former handler Titus Clouse will assure Piko a safe, comfortable, and familiar home. As his handler, Titus is aware of the special requirements of owning a former Police Service Dog and is already equipped to provide the necessary safety precautions inherent with owning a Police K-9.

B. Service/Delivery Impact:

The Police Department will still have Police K-9 Lois in service on Patrol. Should the Department determine that another K-9 is necessary in the future, pairing a new dog with a new handler is more efficient and will provide longer service than trying to repurpose Police K-9 Piko with a new handler.

C. Fiscal Impact:

The sale and waiver of liability agreement will protect the City from any potential future liability. It also will require that Titus Clouse will accept all financial responsibility for all future costs of ownership of Piko.

**V. ALTERNATIVES**

Alt 1. Attempt to identify and retrain a new handler for Police K-9 Piko. This is impractical as he has already served more than half of his expected viable service life, and there are no guarantees that he would adapt to the new handler and continue to provide effective service. It would be more efficient and cost effective to train a new Police K-9 with a new handler.

Alt 2. Euthanasia.

**VI. TIME CONSTRAINTS**

Titus Clouse and his family are currently housing and maintaining Piko at their residence, while the City still maintains ownership and liability. A timely resolution is essential.

**VII. LIST OF ATTACHMENTS**

A. Sale of “Piko” and Waiver of Liability Agreement

## Sale of "Piko" and Waiver of Liability Agreement

In consideration of the sum of One Dollar, and the transfer of ownership of a certain canine, "Piko", from the City of Minot (City) to Titus Clouse (Clouse), Clouse hereby releases and forever discharges the City, its agents, employees, heirs, and assigns from any and all claims for injury, disability, loss, or property destruction that may occur to anyone, as a result of contact with or actions by the dog, "Piko".

Clouse accepts full responsibility and also agrees to indemnify and hold harmless the City and its agents, employees, heirs, and assigns, for any alleged injury or damage to any person or property that may occur or be caused by Piko after the transfer of ownership, which is effective as of the date listed below, including reasonable costs of defending such claims.

The undersigned is fully aware of the nature of the training Piko received and the nature of the work that Piko performed during the period of ownership by the City, and understands the need to provide Piko with suitable shelter and reasonable surroundings in keeping with its training and work experience.

Clouse also hereby accepts the following conditions of sale:

1. Clouse will not sell or give away Piko, without written approval of the City;
2. Clouse will use Piko only as a pet, but may train Piko and enter competition;
3. Clouse will assume all costs of maintenance and ownership associated with Piko;
4. Clouse will not use Piko as a detection, rescue, or service animal in any capacity, without the written approval of the City; and
5. Clouse will obtain and maintain in force a Homeowner's or Renter's Insurance Policy, issued by a casualty carrier licensed in this state, in the minimum amounts of \$100,000 per claimant and \$300,000 per incident or event.

The Parties have executed this Agreement on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Titus Clouse

\_\_\_\_\_  
Mayor, Chuck Barney

\_\_\_\_\_  
Witness



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Kelly Mataka, City Clerk

**DATE:** December 22, 2017

**SUBJECT:** SUPPER CLUB LICENSE- MI CASA SU CASA, LLC DBA MI CASA SU CASA

**I. RECOMMENDED ACTION**

It is recommended the Committee and Council approve the request from Mi Casa Su Casa, LLC, dba Mi Casa Su Casa for a Supper Club License operating at 315 South Main Street Suite 200 subject to approval by the Police Chief, Fire Marshall, and Building Official.

**II. DEPARTMENT CONTACT PERSONS**

Jason Olson, Police Chief	857-4715
Kelly Mataka, City Clerk	857-4752

**III. DESCRIPTION**

Under the City of Minot Code of Ordinances, Sec. 5-25. - City clerk to submit application to the committee of the whole; approval.

- a. The city clerk shall submit the application to the committee of the whole for its recommendation.
- b. Upon receiving the recommendation of the committee of the whole, the city clerk shall then submit the application to the city council for its consideration.
- c. Every application for a license required by this article shall be approved by the city council before the license shall be issued.

The City received a request from Mi Casa Su Casa, LLC, dba Mi Casa Su Casa for a Supper Club License operating at 315 South Main Street Suite 200. The application has been submitted to the appropriate departments for approval and inspections have been conducted.

**IV. IMPACT:**

Alcoholic beverage license applications are processed by the City Clerk. The application fee for a Supper Club license is \$3,125 annually, which is prorated for the duration of the license and is deposited into the appropriate general fund revenue account.

**V. ALTERNATIVES**

The Committee of the Whole and City Council could deny this application if there is reasonable cause to do so and the establishment would not be permitted to sell alcohol.

**VI. TIME CONSTRAINTS**

Once the City license is approved, the organization must also apply for a State license. A timely approval is necessary if their business wishes to proceed with the sale of alcohol.

**VII. LIST OF ATTACHMENTS- None**



**VI. TIME CONSTRAINTS**  
ASAP

**VII. LIST OF ATTACHMENTS**

- A. Resolution
- B. CWSRF Application

**NORTH DAKOTA DRINKING  
WATER STATE REVOLVING  
FUND PROGRAM (DWSRF)**

**Loan Application Package**



# CONTENTS AND INSTRUCTIONS

## CONTENTS OF APPLICATION PACKAGE

1. SRF Program Application
2. Budget Sheet
3. Debarment and Suspension Certification
4. Preaward Compliance Review Report
5. Resolution of Governing Body

## APPLICATION SUBMISSION

Complete items 1-5 and submit with original signatures to:

North Dakota Department of Health (NDDoH)  
Division of Municipal Facilities  
918 East Divide Avenue, Third Floor  
Bismarck, ND 58501-1947

## APPLICATION PROCESS

1. Project must be on the Department of Health's Intended Use Plan (IUP)
2. Application is reviewed by ND Public Finance Authority (PFA)
3. Application is reviewed by PFA's Advisory Committee
4. Application is reviewed by the ND Industrial Commission
5. Political subdivision's bond counsel prepares bond documents
6. Bond documents are filed with the PFA
7. Political subdivision may submit loan draw requests to the NDDoH

## IMPORTANT REMINDERS

- The political subdivision is responsible for selecting and retaining bond counsel.
- CWSRF loans are federal funds and subject to specific auditing procedures. Please alert your auditor.
- Revenue bonds require 120 percent coverage and a reserve fund.
- Audit reports or financial statements must be filed annually with the PFA.

This fillable form has text in GREEN that can be changed by the user.

## QUESTIONS REGARDING:

Completing pages 1-7 of the application:  
**ND Public Finance Authority**  
**Phone:** 1.800.526.3509 or 701.328.7100  
**Fax:** 701.328.7130  
**Email:** [ndpfa@nd.gov](mailto:ndpfa@nd.gov)  
**Website:** [www.nd.gov/pfa](http://www.nd.gov/pfa)

Project Approval and IUP:  
**ND Department of Health**  
**Phone:** 701.328.5211  
**Fax:** 701.328.5200  
**Email:** [dbergsag@nd.gov](mailto:dbergsag@nd.gov)  
**Website:** <http://www.ndhealth.gov/MF/>

**Drinking Water  
State Revolving Fund Program  
Loan Application**

Political Subdivision: City of Minot

Data Universal Numbering System (DUNS Number): 07-649-8799

Contact Person for Political Subdivision: David Lakefield

Title: Finance Director

Email: david.lakefield@minotnd.org

Phone: 701-857-4784

Fax: 701-857-4782

Physical Address: 515 2nd Ave SW

Mailing Address: PO Box 5006

58702-5006  
(zip+4)

58702-5006  
(zip+4)

All information provided in this program application is certified to be true and correct, as of the date of application, by the authorized public official whose name appears below and has been designated in the attached Resolution of Governing Body of Applicant.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

David Lakefield Finance Director  
Printed Name and Title

**A. GENERAL**

1. Political Subdivision's Auditor/Officer: \_\_\_\_\_  
(if different from above)

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

2. Political Subdivision's Bond Counsel: Dorsey & Whitney

3. Political Subdivision's Engineering Firm: \_\_\_\_\_

Project Engineer: Houston Engineering

Phone: 701-237-5065

Email: \_\_\_\_\_

**B. PROJECT INFORMATION**

1. Description of project to be financed with the loan proceeds:

Project will replace and relocate water, clean water and storm water utilities as well as the resulting street replacement.

2.

Source	Amount of Funding <i>(Please round to the nearest thousand)</i>
<b>SRF Loan Request</b>	\$ 2,090,683
<b>CDBG</b>	
<b>LOCAL</b>	
<b>OTHER</b>	
<b>Total Project Costs</b>	\$ 2,090,683

3. Number of years to repay loan (maximum term 30 years): 20.  
*If a loan term greater than 20 years is desired, a tabulation of the useful life and cost of project components must be attached. The components should be assigned a useful life of 20 years or less, OR 30 years or more.*

4. Construction will begin: Spring 2018. Construction will be completed: Fall 2018.

Estimated Request for SRF Funds	Amount of Payment Requests
Year 1	\$ 2,090,683
Year 2	
Year 3	
Year 4	
Year 5	
<b>Total Payment Requests</b> <small>(Must equal SRF Loan Request Amount)</small>	\$ 2,090,683

5. If the purpose of the requested financing is to refinance an outstanding obligation, please provide the following information and attach a copy of the debt service schedule for the obligation to be refinanced:

a. Original dollar amount of the debt to be refinanced: \_\_\_\_\_

b. Date of original bond issue: \_\_\_\_\_

6. Will other federal funding be used for this project? Yes  No

If yes, provide contact information for other federal funding source.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**C. FUNDING INFORMATION**

1. Please describe the source of funds for the repayment of principal and interest on the proposed financing (i.e., general obligation tax levy, special assessments, user fees):

Debt will be serviced by user fees and/or sales tax revenues.

2. If the proposed financing will be evidenced by **revenue bonds**, please attach your own worksheet or complete the following worksheet concerning existing rates, necessary rate increases, and estimated/projected revenues with respect to the utility system or fund related to the proposed project. Rates and fees must provide annual net revenues equal to 120 percent of the average annual principal and interest requirements for repayment of the loan. Further, a reserve fund must be established in the amount which qualifies as a reasonably required reserve fund under federal tax laws and regulations. The reserve fund must be fully funded no later than five years after the loan has been fully funded or as otherwise agreed.

**Rate history and projections:**

*Please attach rate schedule or meeting minutes evidencing current rates.*

Check one: Monthly  or Annual

	Prior Year 2	Prior Year 1	Current Year	Projected Year 1	Projected Year 2
Service connections:					
Residential	_____	_____	_____	_____	_____
Commercial	_____	_____	_____	_____	_____
Base rate:					
Residential	_____	_____	_____	_____	_____
Commercial	_____	_____	_____	_____	_____
Revenue per connection:					
Residential	_____	_____	_____	_____	_____
Commercial	_____	_____	_____	_____	_____

3. Estimated increase or decrease in total **annual** operation and maintenance costs (including depreciation and repair and replacement reserves) as the result of this project:

Source	Increase/(Decrease)
Operation	
Maintenance	
Repairs	
Depreciation	
Replacement Reserves	
<b>Total O&amp;M Increase/(Decrease)</b>	<b>\$ 0</b>

4. Five largest users as of September, 2017:

Name	Usage (percentage of total)	Revenue (most recent fiscal year)
See Attached		

**D. BONDED INDEBTEDNESS**

1. Present Indebtedness: If necessary, attach additional pages.

Year Issued	Purpose	Type of Bond	Initial Amount	Outstanding Balance	Avg. Annual P&I Payment Amount	Final Maturity Date
	See Attached	Sewer Revenue				
		Sewer Revenue				
		Sewer Revenue				
		Sewer Revenue				
		Sewer Revenue				
TOTALS:			\$ 0	\$ 0		

Please list any available sinking funds already deposited and pledged to the payment of principal and interest on the outstanding obligations listed above.

Sinking Funds:	Issue Identified by Date and Purpose	Sinking Fund Amount

2. Anticipated Indebtedness: Please list any known future indebtedness of any type, including lease financing, which the political subdivision intends to issue or incur in the next 24 months. Include in the description the type of debt, estimated amount and the final maturity.

Special Assessment Bonds	1,235,000	2033
Sales Tax Bonds	16,187,500	2038

3. Defaults: If the political subdivision has ever defaulted in the payment of principal or interest on any of its outstanding indebtedness, please give a description of the default and any corrective measures taken by the political subdivision. N/A
- 

**E. ECONOMIC AND SOCIAL INFORMATION**

1. Population of political subdivision:

Current Estimated 48,743 2010 40,967 2000 \_\_\_\_\_ 1990 \_\_\_\_\_

2. School enrollment projected for the next year, the current school year, and the past three school years, if available. Historical enrollment can be found at <https://www.nd.gov/dpi/data/SchoolFinanceFacts/>

Please indicate whether the school serves K-12, K-6, Grades 7-12, etc.

K-12

Projected/ Next Year	Current Year	Prior Year 1	Prior Year 2	Prior Year 3
	7,509	7,443	7,429	7,591

3. List the three largest employers within the boundaries of the political subdivision, if such information is available:

<u>EMPLOYER</u>	<u>TYPE OF BUSINESS</u>	<u>NUMBER OF EMPLOYEES</u>
<u>Minot AFB</u>	<u>Government</u>	<u>12,129</u>
<u>Trinity Health</u>	<u>Hospital</u>	<u>2,067</u>
<u>Minot Public Schools</u>	<u>Education</u>	<u>1,076</u>

4. Please describe any significant changes concerning major employers within the boundaries of the political subdivision during the past 24 months and any reported future changes concerning existing or new major employers:

**F. ADDITIONAL INFORMATION**

1. In the preceding fiscal year, did the political subdivision receive the following?
- a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); Yes  No
  - AND
  - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards)? Yes  No

**G. ATTACHMENTS**

1. Do you have a Capital Improvement Plan or a Wastewater System Plan?  
Yes  No  If yes, please include a copy(s) with the completed application
2. The following information **must be submitted** with this loan application (Requested information which appears in the financial statements may be included by reference):
- a. The three most recent annual audited financial statements; **if you already file audits with the PFA, only provide audits not previously filed**
  - b. The most recent year-end and month-end combined balance sheets for all fund types and account groups
  - c. The most recent year-end and month-end combined statements of revenues and expenses for all enterprise funds
  - d. The current year's operating budget for the fund in which the project will be held as an asset and the proposed operating budget for the first year of the loan repayment term (and any other years for which a proposed budget has been prepared)
  - e. The feasibility/engineering study for the proposed project
3. If the proposed financing will be evidenced by **improvement bonds (special assessments)**, please attach copies of the following:
- a. Resolution or ordinance creating the improvement district
  - b. Certificate confirming the assessment list
  - c. City auditor's most recent certification of special assessments to the county auditor (if applicable)
4. If the proposed financing will be evidenced by **revenue bonds (user fees)**, please attach evidence of rates. This may be in the form of a rate schedule or meeting minutes.

## BUDGET SHEET

(Please round to the nearest thousand)

COST CLASSIFICATION	SRF	CDBG	LOCAL	OTHER	TOTAL
1. Administrative expenses					\$ 0
2. Land, structures, rights-of-way					\$ 0
3. Engineering basic fees					\$ 0
4. Other engineering fees					\$ 0
5. Project inspection fees					\$ 0
6. Land development					\$ 0
7. Relocation expenses					\$ 0
8. Construction and project improvement					\$ 0
9. Equipment					\$ 0
10. Capitalized interest					\$ 0
11. Other					\$ 0
12. Miscellaneous					\$ 0
13. <b>SUBTOTAL</b>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
14. Contingencies					\$ 0
15. <b>TOTAL</b>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
16. SRF Funds	\$ 0				
17. CDBG Funds		\$ 0			
18. LOCAL Funds			\$ 0		
19. OTHER Funds				\$ 0	
20. <b>TOTAL All Funds</b>					\$ 0

ATTACHMENT

**DRINKING WATER STATE REVOLVING FUND (DWSRF) PROGRAM  
REQUEST FOR SUPPLEMENTAL INFORMATION  
PERTAINING TO TECHNICAL, MANAGERIAL, AND FINANCIAL CAPABILITY**

Political Subdivision: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person for Supplemental Information: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

This portion of the loan application is designed to gather additional pertinent information related to capacity from eligible public water systems (PWSs) seeking DWSRF assistance. Capacity refers to the overall technical, managerial, and financial capability of a PWS to consistently produce and deliver drinking water meeting all requirements of the federal Safe Drinking Water Act (SDWA). States are precluded from providing DWSRF assistance to any eligible PWS that lacks capacity to maintain SDWA compliance unless the PWS owner or operator agrees to undertake feasible and appropriate changes to ensure capacity compliance over the long term. In addition, states cannot provide DWSRF assistance to any eligible PWS that is in significant noncompliance under the SDWA unless such assistance will ensure compliance.

This information, the financial information from the loan application, and other available and relevant information (such as SDWA compliance data, sanitary survey reports, and operator certification status) will be evaluated by the DWSRF Program to assess your system's capacity at present and for the foreseeable future. The North Dakota Public Finance Authority (PFA), as financial agent for the DWSRF Program through formal agreement, will evaluate the financial information requested in the loan application and make recommendations to the DWSRF Program concerning financial capability. The final decision regarding overall capacity will be made by the DWSRF Program.

Your system may be required to provide additional information to complete this assessment as deemed necessary by the DWSRF Program and the PFA. **Please note that the lack of capacity at the time of loan application will not preclude DWSRF assistance if the project will ensure capacity, or your system agrees to implement additional changes that will ensure capacity.** On a case-by-case basis, special conditions may be included in the loan agreement to rectify compliance and/or capacity problems.

**A written response must be recorded for each question and on each set of lines for this portion of the loan application to be considered complete.** The lines are intended for short responses only (such as "None" or "See attached") and are not intended to provide sufficient space to fully record most responses. The use of attachments is encouraged and may be required. When referencing an attachment, please indicate on the appropriate line(s) the title or number of the attachment as well as where the requested information may be found within the attachment. **Please direct questions about supplemental information on technical, managerial, and financial capability to the DWSRF Program at 701.328.5211.**

**Technical Capability**

**A schematic of your water system must be submitted showing all water sources, water treatment facilities (if any), pumping stations, water storage structures, and water distribution system. If you have a treatment plant, a complete flow diagram must be submitted that shows all treatment units, the clear well(s), any storage structures at the plant site, and the flow patterns during normal and alternate operations.**

Source and finished water

Is your water supply, from a quantity standpoint, sufficient to meet present average and peak water demands? Yes  No  If no, attach detailed information describing: (1) the conditions under which present source water quantity shortages occur; (2) the maximum water (in gallons per capita per day) presently available to residential users within your system during both average and peak water demand periods; and, (3) explain how this project and other measures you are planning to take will rectify present water quantity shortages.

Is your water supply, from a quantity standpoint, adequate to meet projected future residential, commercial, and industrial water needs? Yes  No  If no, attach detailed information describing projected future water needs, and explain how this project and other measures you are planning to take will address such needs.

Please describe your present or planned involvement with the North Dakota Department of Health Wellhead Protection and/or Source Water Assessment Programs.

**Infrastructure Note:** Documentation may include, but is not limited to: well driller's report(s), engineer evaluation(s), master plan(s), capital improvement plan(s), and facilities plan(s).

Please describe the condition of your well(s) and/or source water intake(s), and raw water transmission piping.

Please describe the condition of your treatment, storage, finished water transmission, and distribution facilities.

Please describe the current and future adequacy of your potable water facilities, including source, treatment, storage, raw and finished water transmission, distribution, and appurtenances.

Please describe your infrastructure improvement/replacement needs and plan for addressing such needs.

#### Technical Knowledge

What is the class of your water treatment facilities? \_\_\_\_\_

What is the class of your water distribution and storage system? \_\_\_\_\_

Does your system have at least one operator that is certified at a grade level at or above the class of your water treatment facility and water distribution and storage system? Yes  No

If yes, please provide documentation. If no, please provide a written commitment and timeframe as to when an appropriately certified operator will be obtained. Please note that your system may contract for system oversight by a certified operator from another PWS or specialty firm as long as the operator is appropriately certified at a grade level at or above the class of your water facilities.

Do you have a written water system operation and maintenance (O&M) manual? Yes  No

Please provide written assurances that you will update the manual as needed to reflect the DWSRF project. If your system does not have an O&M manual, please provide written assurances that a manual will be developed as part of the DWSRF project.

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

### Instructions

Under Executive Order 12549, an individual or organization debarred or excluded from participation in federal assistance or benefit programs may not receive any assistance award under a federal program, or a subagreement thereunder, for \$25,000 or more.

Accordingly, each prospective recipient of a North Dakota State Revolving Fund loan and any contract or subagreement participant thereunder, must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR Section 32.510, Participants' Responsibilities.

#### WHERE TO SUBMIT:

The prospective loan recipient must return the signed certification or explanation with its application to the state as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

#### HOW TO OBTAIN FORMS:

The state includes the certification form and instructions in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

North Dakota Department of Health  
Division of Municipal Facilities  
918 East Divide Avenue, Third Floor  
Bismarck, ND 58501-1947  
Telephone 701.328.5211  
Fax 701.328.5200

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

**David Lakefield, Finance Director**

\_\_\_\_\_  
Name and Title of Authorized Representative

**12/22/2017**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

I am unable to certify to the above statements.  
Attached is my explanation.

## **PREAWARD COMPLIANCE REVIEW REPORT FOR CONSTRUCTION LOANS**

### **Instructions - General**

Recipients must comply with the following statutes by virtue of receiving the loan.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Act goes on to explain that the title shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where a primary objective of the federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall, on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. These same requirements apply to any program or activity receiving financial assistance under the Federal Safe Drinking Water Act as amended.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified handicapped individual shall solely, by reason of their handicap, be excluded from participation in, be denied the benefit of, or be subject to discrimination under any program or activity receiving federal financial assistance. Employment discrimination on the basis of handicap is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person should on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal education institution.

The primary purpose of the construction loan program under the Federal Water Pollution Control and the Safe Drinking Water Act, as amended, is development of water pollution control and drinking water facilities.

Accordingly, the information on this form is required to enable the State of North Dakota and the U. S. Environmental Protection Agency to determine whether prospective treatment works construction recipients are developing treatment system projects on a nondiscriminatory basis as required by the above-referenced statutes.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

ITEMS:

I. Self-explanatory.

II.A. Civil rights lawsuits mean any lawsuit or complaint alleging discrimination on the basis of race, color, national origin, sex, age or handicap pending against the applicant or entity, which actually benefits from the loan. For example, if a city is the named applicant, but the loan will actually benefit the water or wastewater department, only civil rights lawsuits involving the water or wastewater department, whether named as a party or not, should be listed.

II.B. Civil rights compliance review means any review assessing the applicant's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or handicap. If any part of the review covered the entity which actually benefits from the loan, it should be listed. If it did not, the review should not be listed.

III.A. Give population of applicant's treatment system jurisdiction, broken out by categories as specified.

III.B. If there is a significant disparity between minority and nonminority populations to receive service, not otherwise satisfactorily explained, the Regional office may require a map which indicates the minority and nonminority population served and not served by this project.

III.C. "Jurisdiction" means the geographical area over which applicant has authority to provide treatment works service.

III.D. and E. Self-explanatory.

IV. Self-explanatory.

## Preward Compliance Review Report For Construction Loans

**Note:** Read instructions on preceding page before completing form.

I. A. Applicant (*Name and State*)

City of Minot

B. SRF Project No.

5100660-01

II. A. Are any civil rights lawsuits or complaints pending against applicant?  
If "Yes" list those complaints and the disposition of each complaint.

Yes  No

II. B. Have any civil rights compliance reviews been conducted during the two years prior to this application for activities which would receive EPA assistance?  
If "Yes" list those compliance reviews and status of each review.

Yes  No

III. A. Population Characteristics	Number of People
1. a. Population of entire service area	
b. Minority population of entire service area	
2. a. Population currently served	
b. Minority population currently served	
3. a. Population to be served by project	
b. Minority population to be served by project	
4. a. Population to remain without service	
b. Minority population to remain without service	

B. If entire community under the applicant's jurisdiction is not served under the existing facilities or will not be served under the proposed plan, give reasons why.

C. Give the schedule for future construction by which service will be provided to all inhabitants within applicant's jurisdiction. If there is no schedule, explain why.

D. Is a federal agency being asked or already providing financial assistance to any construction associated with this project? If "Yes", list the federal agency(s), describe the associated work and the dollar amount of assistance.

Yes  No

E. Will all new facilities or alterations to existing facilities financed by this loan be designed and constructed to be readily accessible and useable by handicapped persons?  
If "No", explain how a regulatory exception (40 CFR 7.70) applies.

Yes  No

### IV. Certification

I certify that the information given above is true and correct to the best of my knowledge or belief.  
(A willfully false statement is punishable by law: U.S. Code, Title 18, Section 1001)

A. Signature of Authorized Official

B. Title of Authorized Official

C. Date

### For the U.S. Environmental Protection Agency

Approved  Disapproved

Regional Director of Civil Rights

Date

**RESOLUTION OF GOVERNING BODY OF APPLICANT**  
(Suggested Format)

**RESOLUTION NO.** \_\_\_\_\_

Resolution authorizing filing of application with the North Dakota Department of Health for a Loan under the Clean Water Act.

WHEREAS, under the terms of the Clean Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects: Now, therefore, BE IT RESOLVED \_\_\_\_\_

*(Governing Body of Applicant)*

1. That \_\_\_\_\_ be and is hereby authorized to execute  
*(Designate Official)*  
and file an application on behalf of \_\_\_\_\_ with the North  
*(Legal Name of Applicant)*  
Dakota Department of Health for a loan to aid in the construction of:

*(Brief Project Description)*

2. That \_\_\_\_\_, \_\_\_\_\_, be and is  
*(Name of Authorized Representative)* *(Title)*  
hereby authorized and directed to furnish such information as the North Dakota Department of Health may reasonably request in connection with the application which is herein authorized to be filed, to sign all necessary documents, and, on behalf of city, to accept loan offer and receive payment of loan funds.

**CERTIFICATE OF RECORDING OFFICER**

The undersigned duly qualified and acting \_\_\_\_\_ of the  
*(Title of Officer)*  
\_\_\_\_\_ does hereby certify:  
*(Legal Name of Applicant)*

That the attached resolution is a true and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Health, as regularly adopted at a legally convened meeting of the \_\_\_\_\_ duly held on the \_\_\_\_\_ day of  
*(Name of Governing Body of Applicant)*  
\_\_\_\_\_, 20\_\_\_\_; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)  
If applicant has  
an official seal,  
impress here.

\_\_\_\_\_  
*(Signature of Recording Officer)*

\_\_\_\_\_  
*(Title of Recording Officer)*

**NORTH DAKOTA CLEAN WATER  
STATE REVOLVING FUND  
PROGRAM (CWSRF)**

**Loan Application Package**



# CONTENTS AND INSTRUCTIONS

## CONTENTS OF APPLICATION PACKAGE

1. SRF Program Application
2. Budget Sheet
3. Debarment and Suspension Certification
4. Preaward Compliance Review Report
5. Resolution of Governing Body

## APPLICATION SUBMISSION

Complete items 1-5 and submit with original signatures to:

North Dakota Department of Health (NDDoH)  
Division of Municipal Facilities  
918 East Divide Avenue, Third Floor  
Bismarck, ND 58501-1947

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Project Approval and IUP:  
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**Phone:** 701.328.5211  
**Fax:** 701.328.5200  
**Email:** [dbergsag@nd.gov](mailto:dbergsag@nd.gov)  
**Website:** <http://www.ndhealth.gov/MF/>

***Clean Water  
State Revolving Fund Program  
Loan Application***

**Political Subdivision:** \_\_\_\_\_

**Data Universal Numbering System (DUNS Number):** \_\_\_\_\_

**Contact Person for Political Subdivision:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Physical** **Mailing**

**Address:** \_\_\_\_\_ **Address:** \_\_\_\_\_

\_\_\_\_\_ (zip+4)

\_\_\_\_\_ (zip+4)

**All information provided in this program application is certified to be true and correct, as of the date of application, by the authorized public official whose name appears below and has been designated in the attached Resolution of Governing Body of Applicant.**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title**

**A. GENERAL**

1. Political Subdivision's Auditor/Officer: \_\_\_\_\_  
(if different from above)

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

2. Political Subdivision's Bond Counsel: \_\_\_\_\_

3. Political Subdivision's Engineering Firm: \_\_\_\_\_

Project Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**B. PROJECT INFORMATION**

1. Description of project to be financed with the loan proceeds:

2.

Source	Amount of Funding <i>(Please round to the nearest thousand)</i>
<b>SRF Loan Request</b>	
<b>Total Project Costs</b>	

3. Number of years to repay loan (maximum term 30 years): \_\_\_\_\_.  
*If a loan term greater than 20 years is desired, a tabulation of the useful life and cost of project components must be attached. The components should be assigned a useful life of 20 years or less, OR 30 years or more.*

4. Construction will begin: \_\_\_\_\_. Construction will be completed: \_\_\_\_\_.

Estimated Request for SRF Funds	Amount of Payment Requests
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
<b>Total Payment Requests</b> <i>(Must equal SRF Loan Request Amount)</i>	

5. If the purpose of the requested financing is to refinance an outstanding obligation, please provide the following information and attach a copy of the debt service schedule for the obligation to be refinanced:

a. Original dollar amount of the debt to be refinanced: \_\_\_\_\_

b. Date of original bond issue: \_\_\_\_\_

6. Will other federal funding be used for this project? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide contact information for other federal funding source.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**C. FUNDING INFORMATION**

1. Please describe the source of funds for the repayment of principal and interest on the proposed financing (i.e., general obligation tax levy, special assessments, user fees):

---

2. If the proposed financing will be evidenced by **revenue bonds**, please attach your own worksheet or complete the following worksheet concerning existing rates, necessary rate increases, and estimated/projected revenues with respect to the utility system or fund related to the proposed project. Rates and fees must provide annual net revenues equal to 120 percent of the average annual principal and interest requirements for repayment of the loan. Further, a reserve fund must be established in the amount which qualifies as a reasonably required reserve fund under federal tax laws and regulations. The reserve fund must be fully funded no later than five years after the loan has been fully funded or as otherwise agreed.

**Rate history and projections:**

*Please attach rate schedule or meeting minutes evidencing current rates.*

Check one: *Monthly* or *Annual*

	Prior <u>Year 2</u>	Prior <u>Year 1</u>	Current <u>Year</u>	Projected <u>Year 1</u>	Projected <u>Year 2</u>
Service connections:					
Residential	_____	_____	_____	_____	_____
Commercial	_____	_____	_____	_____	_____
Base rate:					
Residential	_____	_____	_____	_____	_____
Commercial	_____	_____	_____	_____	_____
Revenue per connection:					
Residential	_____	_____	_____	_____	_____
Commercial	_____	_____	_____	_____	_____

3. Estimated increase or decrease in total **annual** operation and maintenance costs (including depreciation and repair and replacement reserves) as the result of this project:

Source	Increase/(Decrease)
<b>Total O&amp;M Increase/(Decrease)</b>	

4. Five largest users as of \_\_\_\_\_, 20\_\_\_\_\_:

Name	Usage (percentage of total)	Revenue (most recent fiscal year)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**D. BONDED INDEBTEDNESS**

1. Present Indebtedness: If necessary, attach additional pages.

Year Issued	Purpose	Type of Bond	Initial Amount	Outstanding Balance	Avg. Annual P&I Payment Amount	Final Maturity Date
TOTALS:						

Please list any available sinking funds already deposited and pledged to the payment of principal and interest on the outstanding obligations listed above.

<b>Sinking Funds:</b>	Issue Identified by <u>Date and Purpose</u>	Sinking Fund <u>Amount</u>
-----------------------	--	-------------------------------

2. Anticipated Indebtedness: Please list any known future indebtedness of any type, including lease financing, which the political subdivision intends to issue or incur in the next 24 months. Include in the description the type of debt, estimated amount and the final maturity.

3. Defaults: If the political subdivision has ever defaulted in the payment of principal or interest on any of its outstanding indebtedness, please give a description of the default and any corrective measures taken by the political subdivision. \_\_\_\_\_
- 

**E. ECONOMIC AND SOCIAL INFORMATION**

1. Population of political subdivision:

Current Estimated \_\_\_\_\_ 2010 \_\_\_\_\_ 2000 \_\_\_\_\_ 1990 \_\_\_\_\_

2. School enrollment projected for the next year, the current school year, and the past three school years, if available. Historical enrollment can be found at <https://www.nd.gov/dpi/data/SchoolFinanceFacts/>

Please indicate whether the school serves K-12, K-6, Grades 7-12, etc.

Projected/ Next Year	Current Year	Prior Year 1	Prior Year 2	Prior Year 3
-------------------------	--------------	--------------	--------------	--------------

3. List the three largest employers within the boundaries of the political subdivision, if such information is available:

<u>EMPLOYER</u>	<u>TYPE OF BUSINESS</u>	<u>NUMBER OF EMPLOYEES</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Please describe any significant changes concerning major employers within the boundaries of the political subdivision during the past 24 months and any reported future changes concerning existing or new major employers:

**F. ADDITIONAL INFORMATION**

1. In the preceding fiscal year, did the political subdivision receive the following?
  - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);    Yes    No  
AND
  - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards)?    Yes    No

**G. ATTACHMENTS**

1. Do you have a Capital Improvement Plan or a Wastewater System Plan?  
Yes    No    If yes, please include a copy(s) with the completed application
2. The following information **must be submitted** with this loan application (Requested information which appears in the financial statements may be included by reference):
  - a. The three most recent annual audited financial statements; **if you already file audits with the PFA, only provide audits not previously filed**
  - b. The most recent year-end and month-end combined balance sheets for all fund types and account groups
  - c. The most recent year-end and month-end combined statements of revenues and expenses for all enterprise funds
  - d. The current year's operating budget for the fund in which the project will be held as an asset and the proposed operating budget for the first year of the loan repayment term (and any other years for which a proposed budget has been prepared)
  - e. The feasibility/engineering study for the proposed project
3. If the proposed financing will be evidenced by **improvement bonds (special assessments)**, please attach copies of the following:
  - a. Resolution or ordinance creating the improvement district
  - b. Certificate confirming the assessment list
  - c. City auditor's most recent certification of special assessments to the county auditor (if applicable)
4. If the proposed financing will be evidenced by **revenue bonds (user fees)**, please attach evidence of rates. This may be in the form of a rate schedule or meeting minutes.

## BUDGET SHEET

(Please round to the nearest thousand)

COST CLASSIFICATION	SRF				TOTAL																														
1. Administrative expenses																																			
2. Land, structures, rights-of-way																																			
3. Engineering basic fees																																			
4. Other engineering fees																																			
5. Project inspection fees																																			
6. Land development																																			
7. Relocation expenses																																			
8. Construction and project improvement																																			
9. Equipment																																			
10. Capitalized interest																																			
11.																																			
12.																																			
13. <b>SUBTOTAL</b>																																			
14. Contingencies																																			
15. <b>TOTAL</b>																																			
<table style="width: 100%; border: none;"> <tr> <td style="width: 5%;">16.</td> <td style="width: 15%;">SRF Funds</td> <td style="width: 10%;">.....</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>17.</td> <td>Funds</td> <td>.....</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>18.</td> <td>Funds</td> <td>.....</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>19.</td> <td>Funds</td> <td>.....</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>20.</td> <td><b>TOTAL All Funds</b></td> <td>.....</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> </table>						16.	SRF Funds	.....				17.	Funds	.....				18.	Funds	.....				19.	Funds	.....				20.	<b>TOTAL All Funds</b>	.....			
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## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

### **Instructions**

Under Executive Order 12549, an individual or organization debarred or excluded from participation in federal assistance or benefit programs may not receive any assistance award under a federal program, or a subagreement thereunder, for \$25,000 or more.

Accordingly, each prospective recipient of a North Dakota State Revolving Fund loan and any contract or subagreement participant thereunder, must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR Section 32.510, Participants' Responsibilities.

#### **WHERE TO SUBMIT:**

The prospective loan recipient must return the signed certification or explanation with its application to the state as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

#### **HOW TO OBTAIN FORMS:**

The state includes the certification form and instructions in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

North Dakota Department of Health  
Division of Municipal Facilities  
918 East Divide Avenue, Third Floor  
Bismarck, ND 58501-1947  
Telephone 701.328.5211  
Fax 701.328.5200

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

I am unable to certify to the above statements.  
Attached is my explanation.

## **PREAWARD COMPLIANCE REVIEW REPORT FOR CONSTRUCTION LOANS**

### **Instructions - General**

Recipients must comply with the following statutes by virtue of receiving the loan.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Act goes on to explain that the title shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where a primary objective of the federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall, on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. These same requirements apply to any program or activity receiving financial assistance under the Federal Safe Drinking Water Act as amended.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified handicapped individual shall solely, by reason of their handicap, be excluded from participation in, be denied the benefit of, or be subject to discrimination under any program or activity receiving federal financial assistance. Employment discrimination on the basis of handicap is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person should on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal education institution.

The primary purpose of the construction loan program under the Federal Water Pollution Control and the Safe Drinking Water Act, as amended, is development of water pollution control and drinking water facilities.

Accordingly, the information on this form is required to enable the State of North Dakota and the U. S. Environmental Protection Agency to determine whether prospective treatment works construction recipients are developing treatment system projects on a nondiscriminatory basis as required by the above-referenced statutes.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

ITEMS:

- I. Self-explanatory.
- II.A. Civil rights lawsuits mean any lawsuit or complaint alleging discrimination on the basis of race, color, national origin, sex, age or handicap pending against the applicant or entity, which actually benefits from the loan. For example, if a city is the named applicant, but the loan will actually benefit the water or wastewater department, only civil rights lawsuits involving the water or wastewater department, whether named as a party or not, should be listed.
- II.B. Civil rights compliance review means any review assessing the applicant's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or handicap. If any part of the review covered the entity which actually benefits from the loan, it should be listed. If it did not, the review should not be listed.
- III.A. Give population of applicant's treatment system jurisdiction, broken out by categories as specified.
- III.B. If there is a significant disparity between minority and nonminority populations to receive service, not otherwise satisfactorily explained, the Regional office may require a map which indicates the minority and nonminority population served and not served by this project.
- III.C. "Jurisdiction" means the geographical area over which applicant has authority to provide treatment works service.
- III.D. and E. Self-explanatory.
- IV. Self-explanatory.

## Preaward Compliance Review Report For Construction Loans

**Note:** Read instructions on preceding page before completing form.

I. A. Applicant ( <i>Name and State</i> )	B. SRF Project No.
II. A. Are any civil rights lawsuits or complaints pending against applicant? If "Yes" list those complaints and the disposition of each complaint.	Yes      No
II. B. Have any civil rights compliance reviews been conducted during the two years prior to this application for activities which would receive EPA assistance? If "Yes" list those compliance reviews and status of each review.	Yes      No
<b>III. A. Population Characteristics</b>	<b>Number of People</b>
1. a. Population of entire service area	
b. Minority population of entire service area	
2. a. Population currently served	
b. Minority population currently served	
3. a. Population to be served by project	
b. Minority population to be served by project	
4. a. Population to remain without service	
b. Minority population to remain without service	
B. If entire community under the applicant's jurisdiction is not served under the existing facilities or will not be served under the proposed plan, give reasons why.	
C. Give the schedule for future construction by which service will be provided to all inhabitants within applicant's jurisdiction. If there is no schedule, explain why.	
D. Is a federal agency being asked or already providing financial assistance to any construction associated with this project? If "Yes", list the federal agency(s), describe the associated work and the dollar amount of assistance.	Yes      No
E. Will all new facilities or alterations to existing facilities financed by this loan be designed and constructed to be readily accessible and useable by handicapped persons? If "No", explain how a regulatory exception (40 CFR 7.70) applies.	Yes      No
<b>IV. Certification</b>	
I certify that the information given above is true and correct to the best of my knowledge or belief. (A willfully false statement is punishable by law: U.S. Code, Title 18, Section 1001)	
A. Signature of Authorized Official	B. Title of Authorized Official
C. Date	
<b>For the U.S. Environmental Protection Agency</b>	
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Regional Director of Civil Rights
Date	

**RESOLUTION OF GOVERNING BODY OF APPLICANT**  
(Suggested Format)

**RESOLUTION NO. \_\_\_\_\_**

Resolution authorizing filing of application with the North Dakota Department of Health for a Loan under the Clean Water Act.

WHEREAS, under the terms of the Clean Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects: Now, therefore, BE IT RESOLVED \_\_\_\_\_

*(Governing Body of Applicant)*

1. That \_\_\_\_\_ be and is hereby authorized to execute  
*(Designate Official)*  
and file an application on behalf of \_\_\_\_\_ with the North  
*(Legal Name of Applicant)*  
Dakota Department of Health for a loan to aid in the construction of:

*(Brief Project Description)*

2. That \_\_\_\_\_, \_\_\_\_\_, be and is  
*(Name of Authorized Representative)* *(Title)*  
hereby authorized and directed to furnish such information as the North Dakota Department of Health may reasonably request in connection with the application which is herein authorized to be filed, to sign all necessary documents, and, on behalf of city, to accept loan offer and receive payment of loan funds.

**CERTIFICATE OF RECORDING OFFICER**

The undersigned duly qualified and acting \_\_\_\_\_ of the  
*(Title of Officer)*  
\_\_\_\_\_ does hereby certify:  
*(Legal Name of Applicant)*

That the attached resolution is a true and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Health, as regularly adopted at a legally convened meeting of the \_\_\_\_\_ duly held on the \_\_\_\_\_ day of  
*(Name of Governing Body of Applicant)*  
\_\_\_\_\_, 20\_\_\_\_; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)  
If applicant has  
an official seal,  
impress here.

\_\_\_\_\_  
*(Signature of Recording Officer)*

\_\_\_\_\_  
*(Title of Recording Officer)*