



Finance & Improvements Committee

Tuesday, May 30, 2017 - 4:15pm
City Council Chambers

1. DOWNTOWN INFRASTRUCTURE IMPROVEMENTS PHASE I FINAL PAYMENT (3608)

Phase I of the Downtown Infrastructure Improvements was the first and largest of the contract of the three phase infrastructure project.

1. **Recommend approval of final payment to Strata Corporation in the amount of \$10,000.00**

Documents:

[3608 DOWNTOWN INFRASTRUCTURE IMPROVEMENTS PHASE I FINAL PAYMENT.PDF](#)
[CHANGE ORDER 6.PDF](#)
[FINAL PAY REQUEST 15.PDF](#)
[LETTER OF RECOMMENDATION HOUSTON ENGINEERING.PDF](#)
[LIEN RELEASE FROM STRATA CORPORATION.PDF](#)

2. FINAL PAYMENT- PERKETT ELEMENTARY SAFE ROUTES TO SCHOOL

The Perkett Elementary Safe Routes to School project was funded through the NDDOT's Transportation Alternatives Program (TAP). TAP funds require matching monies at a ratio of 80.93% federal and 19.07% local.

The project was completed in August of 2016. The NDDOT has reviewed project records and approved final payment to the contractor.

Pursuant to the agreement entered into between the City of Minot and the NDDOT, the NDDOT has submitted a final billing in the amount of \$529.72.

It is recommend the Committee and Council approve final payment to the North Dakota Department of Transportation (NDDOT) in the amount of \$529.72.

Documents:

[3874 - DOT FINAL PAYMENT MEMO.PDF](#)
[3874 - 2017.04.27 DOT INV.PDF](#)

3. AMEND 2017 ANNUAL BUDGET - TRANSFER OF FUNDS FROM PLANNING TO CITY MANAGER

The available funds from the Planning Department will be used to pay for a part-time communication intern to assist the Public Information Officer with external communication.

It is recommended the Committee and Council pass an ordinance to amend the

2017 annual budget to transfer \$21,112 from the Planning department to the City Manager department.

Documents:

[MEMO- PIO.PDF](#)

[2017 BA - DECREASE PLANNING - INCREASE CITY MANAGER.PDF](#)

4. AMEND THE 2017 ANNUAL BUDGET- MOBILE COLUMN LIFT STANDS (SHP007)
It is recommended the Committee and Council pass an ordinance to amend the 2017 annual budget to increase the Vehicle Maintenance Operation Supplies Expenditures and decrease the Capital Equipment Expenditures for the purchase of mobile column lifts & stand and approve the transfer of funds.

Documents:

[2017 BA - SHP007 MOBILE COLUMN LIFTS STANDS REDUCE CAPITAL EXPENSES.PDF](#)

5. AWARD OF BID- AUDITORIUM ROOFTOP CONDENSING UNITS (REC029)
Last year, five of the six Auditorium rooftop condensing units were not working and only four of them could be repaired. The units were installed in the late 70's and are in need of replacement. The units will be switched over to a natural gas system.
 1. **It is recommended the Committee and Council award the bid for replacing six Auditorium rooftop condensing units to Minot Plumbing & Heating in the amount of \$654,812. This amount includes Alternate's #2 (\$15,300), which will replace all supply diffusers not included in base bid & #3 (\$21,800), which will replace control dampers not included in the base bid.**
 2. **Authorize the Mayor to sign the agreement**

Documents:

[20171980 - BID TAB.PDF](#)

[20171980 RECOMMENDATION FOR AWARD LETTER 5.15.17.PDF](#)
[AUD ROOFTOP CONDENSING UNITS.PDF](#)

6. ACCEPTANCE OF BIDS FOR PD EXTERNAL VEST PURCHASE (PD0134)

On March 30, 2017, the Minot Police Department was awarded a WSI Ergonomic Initiative Grant. The purpose of the grant was to provide officers equipment solutions/options to assist in mitigating back injuries and/or discomfort.

1. **Recommend acceptance and award bid to Streicher's for the amount of \$24,767.30 and**
2. **Authorize the Mayor to sign the agreement**

Documents:

[ACCEPTANCE OF BIDS FOR PD EXTERNAL VEST PURCHASE \(PD0134\).DOCX](#)
[WSI GRANT APPROVAL SIGNED.PDF](#)
[BALCO BID RETURN.PDF](#)
[UNIFORM CENTER BID RETURN.PDF](#)

[STREICHERS BID RETURN.PDF](#)

7. RFP AWARD COMMUNITY DEVELOPMENT BLOCK GRANT – NATIONAL DISASTER RECOVERY GRANT ADMINISTRATION AND PROJECT DELIVERY SERVICES

Two firms submitted proposals in response to the city's request for proposal for grant administration and project delivery services. CDM Smith is the responsive bidder. The proposals were evaluated by Alderman Schuler, the Compliance Officer, and the Acting NDR Director.

CDM Smith's proposal addressed the scope of services requested in the proposal. The second bidder, Ackerman Estvold, was non responsive to the request for proposals.

To ensure full understanding of the intent of the proposal submitted by Ackerman Estvold a call was placed to Steven Eberle, Vice President, for clarification. Mr. Eberle acknowledged their proposal only addressed providing project delivery services for three of the NDR projects. It did not address grant administration services and project delivery services beyond the three specific projects. It was also discussed opportunities may arise in the future for firms on projects within the scope of the NDR grant.

It is recommended the Committee and Council award the contract to CDM Smith for grant administration and project delivery services for the CDBG-NDR Grant.

Documents:

[COUNCIL MEMO RECOMMENDED AWARD.PDF](#)

8. REQUEST FOR PROPOSALS- MINOT NATIONAL DISASTER RESILIENCE PROGRAM AFFORDABLE MULTI-FAMILY RENTAL HOUSING

The NDR application includes addressing the needs of the vulnerable population, which includes affordable multi-family rental housing. The staff has drafted the request for proposal for multi-family rental housing which will address this unmet need.

It is recommended the Committee and Council authorize staff to issue the request for solicitation of qualified bidders for affordable multi-family rental housing.

Documents:

[COUNCIL MEMO AUTHORIZATION TO ISSUE RFP FOR MULTI-FAMILY 05.19.17.PDF](#)

9. AMENDMENT NO. 11 TO AGREEMENT BETWEEN CITY OF MINOT AND PROGRAM ADMINISTRATOR – CDM SMITH COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

The City of Minot entered into an agreement for program administration services with CDM Smith on May 7, 2012. This agreement has been amended previously and city staff is requesting an additional amendment to the agreement. There are a few activities receiving funding from this grant which require additional support from CDM Smith.

It is recommended the Committee and Council approve Amendment No. 11 to the Agreement between City of Minot and Program Administrator – CDM Smith to the contract entered into on May 7, 2012 for continue program administration and project delivery.

Documents:

[COUNCIL MEMO AUTHORIZATION FOR AMENDMENT 11.PDF](#)

10. CONTRACT BETWEEN CITY OF MINOT (OWNER) AND EAPC (ENGINEER) FOR

DESIGN AND CONSTRUCTION SERVICES FOR AFFORDABLE SINGLE-FAMILY RESILIENT NEIGHBORHOODS

The NDR application includes a buy-in element for resilient neighborhoods. EAPC was named as a partner in the NDR application. The approval by HUD of EAPC as a partner allows the city to award the contract without having to issue a request for proposal for the engineering services required in the development of the plan book and the construction services. In addition, EAPC will utilize the services of the College of Architecture at NDSU, also a partner under the grant process.

It is recommended the Committee and Council approve the contract between the City of Minot and EAPC for design and construction services for affordable single-family resilient neighborhoods.

Documents:

[COUNCIL MEMO EAPC CONTRACT.PDF](#)
[EAPC CONTRACT_052317.PDF](#)

11. HOME SWEET HOME MEMORANDUM OF AGREEMENT (ACQ 140)

Memorandum of Agreement is required by the state of North Dakota historical preservation society in order for the city to acquire and relocate Home Sweet Home (103 4th Ave NE) in support of the flood control project. The memorandum outlines the actions to be taken in order to meet state and HUD guidance.

- 1. Recommend approval of the Memorandum of Agreement between the ND State Historic Preservation Officer and the City of Minot, regarding 103 4th Ave NE; and**
- 2. Authorize the Mayor to sign the agreement**

Documents:

[MOA FOR HOME SWEET HOME 05-01-2017.PDF](#)
[SHPO CITY HSH MOA COUNCIL MEMO.PDF](#)

12. APPROVAL FOR HOME AUCTION (DR0002)

The City of Minot continues to purchase homes needed in support of the flood control project. Following purchase, the homes must be removed or demolished so the site can be prepared for construction of flood control features or to support flood storage.

Request approval to conduct sealed-bid auctions of homes acquired via city buyout program in support of flood control project. Enables resilient operation by reutilizing existing homes outside the floodplain. Reduces landfill use and lowers demolition costs.

Documents:

[MEMO AUCTION MAY 2017.PDF](#)
[HOUSE LISTING.PDF](#)

13. ORDINANCES ON SECOND READING

The following Ordinances need to be considered on second reading:

Ordinance no. 5190 - Amend the CMCO - HVAC and Plumbing Permit Fees
Ordinance no. 5191 - Amend the CMCO - Modifying Franchise Agreements

Documents:

[5191 MODIFYING FRANCHISE AGREEMENTS.PDF](#)

14. SUNDRE WATERLINE RE-ROUTE AND RESERVOIR P#4195

Basic design services were expanded to cover finding a site location for the reservoir and pump station, which took extra effort due to unwilling land owners. In addition extra negotiations for land purchase, easements for the pipeline and design of repairs and upgrades to well D in the sundre well field were added to the project. Finally, additional engineering was required for the rebidding of the project.

1. **Recommend approval of the engineering amendment with Houston Engineering.**
2. **Authorize the Mayor to sign the agreement**

Documents:

[MEMO 4195 ENGINEERING AMMENDMENT - DESIGN.PDF](#)
[4195 ENG AMMENDMENT.PDF](#)



TO: Mayor Chuck Barney
Members of the City Council

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

DATE: 5/19/2017

SUBJECT: DOWNTOWN INFRASTRUCTURE IMPROVEMENTS PHASE I FINAL
PAYMENT, CITY PROJECT 3608, 3630, 4073

I. RECOMMENDED ACTION

1. Recommend approval of final payment to Strata Corporation in the amount of \$10,000.00

II. DEPARTMENT CONTACT PERSONS

Place name, titles, and phone numbers of the persons involved in hierarchical order:

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

III. DESCRIPTION

A. Background

Phase I of the Downtown Infrastructure improvements was the first and largest contract of the three phase infrastructure project.

IV. IMPACT:

A. Strategic Impact:

Once completed, the entire downtown of Minot bounded by Broadway, 3rd St, Burdick Expressway, and 1st Ave will have new underground and above ground infrastructure. All work is designed to allow for any type of future development within downtown.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

This project is funded with general obligation, reserve revenue, and refunding improvement bond, state water commission funding, and CDBG-DR funds.

The final construction cost of Phase I amounts to \$14,914,926.16 which is 3.6% over the bid amount of \$14,395,218.10.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

- A. Letter of Recommendation Houston Engineering
- B. Final Pay Request 15
- C. Lien Release from Strata Corporation
- D. Change Order 6

Approved for Council Agenda:



Date: 5/19/17

Date of Issuance: January 23, 2017

Effective Date: January 23, 2017

Owner: City of Minot

Owner's Contract No.: 3608

Contractor: Strata Corporation

Contractor's Project No.:

Engineer: HMjv

Engineer's Project No.: 7926-001

Project: Downtown Infrastructure Improvements Project

Contract Name: Phase 1

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

Description: Revises Bid Schedule F to reflect adjusted final installed quantities for Items F-5, F-31, F-33, F-35, and F-36.

Item No.	Item Description	Unit	Qty.	Qty. Change	Unit Cost	Cost Change	Total Cost
SCHEDULE A - GENERAL AND TRAFFIC CONTROL							
1	Mobilization, Demobilization, Bonds, Insurance	LS	1	0	\$2,957,000.00	\$0.00	\$2,957,000.00
2	Traffic Control Signs	Units	2,473	0	\$3.25	\$0.00	\$8,037.25
3	Type III Barricades	EA	159	0	\$135.00	\$0.00	\$21,465.00
4	Delineator Drums	EA	142	0	\$59.40	\$0.00	\$8,434.80
5	Tubular Markers	EA	43	0	\$16.20	\$0.00	\$696.60
6	Sequencing Arrow Panel - Type B	EA	0	0	\$1,730.00	\$0.00	\$0.00
7	Temporary Pedestrian Access Control	LS	1	0	\$90,000.00	\$0.00	\$90,000.00
8	Portable Changeable Message Sign	EA	2	0	\$9,395.00	\$0.00	\$18,790.00
9	Deduct for Restaking Costs	LS	1	0	(\$14,261.75)	\$0.00	(\$14,261.75)
10	Deduct for Additional Bac-T Testing Due to Failed Tests	LS	1	0	(\$594.00)	\$0.00	(\$594.00)
11	Deduct for Additional Materials Testing Due to Failed Tests	LS	1	0	(\$7,993.60)	\$0.00	(\$7,993.60)
	Total of all Schedule A Bid Prices, Items 1-11					0.00	\$3,081,574.30
SCHEDULE B - DEMOLITION/REMOVAL ITEMS							
1	Mill and Salvage Asphalt Pavement (4" - 7")	SY	12,055.22	0	\$7.60	\$0.00	\$91,619.67
2	Remove Pavement - All thicknesses, all types at Alley Intersections	SY	13,212.12	0	\$16.00	\$0.00	\$211,393.92
3	Sawcut Pavement Full Depth	LF	2,243.6	0	\$9.00	\$0.00	\$20,192.40
4	Remove Concrete Pavement below Asphalt Pavement (6-8")	SY	12,744.13	0	\$16.80	\$0.00	\$214,101.38
5	Remove Concrete Curb and Gutter	LF	10,025.56	0	\$6.80	\$0.00	\$68,173.81
6	Remove and Dispose Fire Hydrants	EA	5	0	\$200.00	\$0.00	\$1,000.00
7	Remove and Salvage Fire Hydrants to Owner	EA	5	0	\$350.00	\$0.00	\$1,750.00
8	Remove and Dispose Water Main (No Excavation)	LF	3,993.95	0	\$5.00	\$0.00	\$19,969.75
9	Remove and Dispose of Gate Valves and Boxes	EA	29	0	\$50.00	\$0.00	\$1,450.00
10	Remove and Dispose of Curb Stops and Boxes	EA	59	0	\$25.00	\$0.00	\$1,475.00
11	Remove and Dispose Sanitary Sewer ≥ 8" Diameter (No Excavation)	LF	3,290.00	0	\$5.00	\$0.00	\$16,450.00
12	Remove and Dispose Storm Sewer (No Excavation)	LF	4,596.00	0	\$8.00	\$0.00	\$36,768.00

13	Remove Concrete Sidewalk and Driveway Aprons	SY	11,066.86	0	\$8.00	\$0.00	\$88,534.88
14	Remove and Dispose Storm Manhole	EA	16	0	\$400.00	\$0.00	\$6,400.00
15	Remove and Dispose Catch Basin Manhole	EA	55	0	\$400.00	\$0.00	\$22,000.00
16	Remove and Dispose Sanitary Manhole	EA	13	0	\$600.00	\$0.00	\$7,800.00
17	Remove and Dispose of Short Street Lights	EA	8	0	\$200.00	\$0.00	\$1,600.00
18	Remove Tall Street Lights - Salvage to Owner	EA	37	0	\$800.00	\$0.00	\$29,600.00
19	Remove Pad-Mounted Feed Points - Salvage to Owner	EA	1	0	\$300.00	\$0.00	\$300.00
20	Remove Pole or Stanchion-Mounted Feed Points - Salvage to Owner	EA	3	0	\$200.00	\$0.00	\$600.00
21	Remove and Replace Electrical Panel	EA	0	0	\$6,500.00	\$0.00	\$0.00
22	Remove Traffic Signal and Control Box - Salvage to Owner	EA	4	0	\$3,500.00	\$0.00	\$14,000.00
23	Tree Removal and Disposal	EA	7	0	\$350.00	\$0.00	\$2,450.00
24	Coordinate Removal and Reinstallation of US Postal Service Drop Boxes	EA	1	0	\$350.00	\$0.00	\$350.00
25	Remove and Reinstall Chain Link Fence and Gate (4 ft. Height)	LF	100	0	\$21.60	\$0.00	\$2,160.00
26	Remove and Reinstall Chain Link Fence and Gate (8 ft. Height)	LF	594	0	\$34.55	\$0.00	\$20,522.70
27	Structural Steel Formwork for Abandoning Sub-Sidewalk Vaults	SF	539.52	0	\$60.00	\$0.00	\$32,371.20
28	CLSM (Flowable) Fill for Abandoning Sub-Sidewalk Vaults	CY	841	0	\$110.00	\$0.00	\$92,510.00
29	Abandon Sewers In Place	LF	753	0	\$10.00	\$0.00	\$7,530.00
30	Remove Litter Receptacles - Salvage to Owner	EA	9	0	\$550.00	\$0.00	\$4,950.00
31	Remove and Dispose of Abandoned 30" x 48" Concrete Duct Bank	LF	345	0	\$48.00	\$0.00	\$16,560.00
32	Remove and Dispose of Abandoned Cast Iron Steam Piping	LF	2,482.09	0	\$22.00	\$0.00	\$54,605.98
33	Remove and Dispose of Butterfly Valve and Manhole	LS	1	0	\$550.00	\$0.00	\$550.00
34	Remove and Dispose of Abandoned NSP/SRT Brick Vault	LS	1	0	\$400.00	\$0.00	\$400.00
35	Niess Impressions Vault Closure	LS	1	0	\$106,817.47	\$0.00	\$106,817.47
36	Viking Integrity Vault Closure	LS	1	0	\$17,109.50	\$0.00	\$17,109.50
37	Gold Times Vault Structural Sidewalk Removal	LS	1	0	\$12,135.00	\$0.00	\$12,135.00
38	Barber Shop Vault Structural Sidewalk Removal	LS	1	0	\$9,708.00	\$0.00	\$9,708.00
39	111 West Central Ave. Vaults Closure	LS	1	0	\$54,290.91	\$0.00	\$54,290.91
40	1st Street NE Vault Structural Sidewalk Removal	LS	1	0	\$5,374.00	\$0.00	\$5,374.00
41	Remove and Replace 4 ft. High Chain Link Fence to Match Existing 5 ft. High Chain Link Fence	LS	1	0	\$2,310.00	\$0.00	\$2,310.00
42	Install Galvanized Steel Pipe Railing at Central Parking Structure	LS	1	0	\$1,859.00	\$0.00	\$1,859.00
Total of all Schedule B Bid Prices, Items 1-42						\$0.00	\$1,299,742.57
SCHEDULE C – WATER DISTRIBUTION							
1	16" Steel Casing Bored & Jacked (8" Water Main RR Crossing	LF	72	0	\$570.00	\$0.00	\$41,040.00

2	30" Steel Casing Bored & Jacked (18" Water Main RR Crossing)	LF	120	0	\$600.00	\$0.00	\$72,000.00
3	4" C900 DR-18 PVC Potable Water Main	LF	124.6	0	\$55.00	\$0.00	\$6,853.00
4	6" C900 DR-18 PVC Potable Water Main	LF	376.65	0	\$62.00	\$0.00	\$23,352.30
5	8" C900 DR-18 PVC Potable Water Main	LF	2,162.45	0	\$85.00	\$0.00	\$183,808.25
6	10" C900 DR-18 PVC Potable Water Main	LF	51	0	\$88.00	\$0.00	\$4,488.00
7	12" C900 DR-18 PVC Potable Water Main	LF	712.5	0	\$100.00	\$0.00	\$71,250.00
8	16" C905 DR-21 PVC Potable Water Main	LF	78.7	0	\$150.00	\$0.00	\$11,805.00
9	18" C905 DR-21 PVC Potable Water Main	LF	1,138.8	0	\$180.00	\$0.00	\$204,984.00
10	4" Gate Valve w/Box	EA	5	0	\$1,800.00	\$0.00	\$9,000.00
11	6" Gate Valve w/Box	EA	16	0	\$1,900.00	\$0.00	\$30,400.00
12	8" Gate Valve w/Box	EA	8	0	\$2,300.00	\$0.00	\$18,400.00
13	12" Gate Valve w/Box	EA	4	0	\$3,800.00	\$0.00	\$15,200.00
14	16" Gate Valve w/Box	EA	1	0	\$9,300.00	\$0.00	\$9,300.00
15	18" Gate Valve w/Box	EA	3	0	\$15,300.00	\$0.00	\$45,900.00
16	Connect to Existing Water Main - Interrupted Connection	EA	5	0	\$3,000.00	\$0.00	\$15,000.00
17	Fire Hydrant Assembly w/Tee Connection to Main	EA	7	0	\$6,800.00	\$0.00	\$47,600.00
18	Temporary Water Service	LS	1	0	\$30,000.00	\$0.00	\$30,000.00
19	Vertical Adjustment of Existing Water Main (3rd Street SE)	LS	1	0	\$20,000.00	\$0.00	\$20,000.00
20	Concrete Encasement at Utility Crossings	LF	16	0	\$200.00	\$0.00	\$3,200.00
21	18" ductile iron fittings to deflect the water main around the existing SRT vault on Central Ave	LS	1	0	\$10,481.83	\$0.00	\$10,481.83
22	Broken Valve at Main and Central	LS	1	0	\$4,001.25	\$0.00	\$4,001.25
23	Hydra-stop Install on Main Street	LS	1	0	\$3,047.00	\$0.00	\$3,047.00
24	Additional Fire Hydrant Thrust Restraint at Central Parking Structure	LS	1	0	\$2,142.34	\$0.00	\$2,142.34
25	6" Fire Hydrant Extension	EA	1	0	\$1,642.15	\$0.00	\$1,642.15
26	12" Fire Hydrant Extension	EA	1	0	\$2,075.81	\$0.00	\$2,075.81
27	24" Fire Hydrant Extension	EA	2	0	\$2,436.35	\$0.00	\$4,872.70
28	Additional MSU Gas Line Crossings	EA	7	0	\$924.00	\$0.00	\$6,468.00
29	Hydra-Stop Install at 3rd Ave SE	LS	1	0	\$616.00	\$0.00	\$616.00
	Total of all Schedule C Bid Prices, Items 1-29					\$0.00	\$898,927.63
	SCHEDULE D – SANITARY SEWER						
1	16" Steel Casing Bored & Jacked (12" Sanitary Sewer RR Crossing)	LF	78	0	\$550.00	\$0.00	\$42,900.00
2	30" Steel Casing Bored & Jacked (24" Sanitary Sewer RR Crossing)	LF	122	0	\$620.00	\$0.00	\$75,640.00
3	12" PVC Sanitary Sewer Main (SDR 35)	LF	2,286.16	0	\$100.00	\$0.00	\$228,616.00
4	18" PVC Sanitary Sewer Main (PS 46)	LF	300.5	0	\$125.00	\$0.00	\$37,562.50
5	21" PVC Sanitary Sewer Main (PS 46)	LF	374.5	0	\$140.00	\$0.00	\$52,430.00
6	24" PVC Sanitary Sewer Main (PS 46)	LF	1,139.49	0	\$200.00	\$0.00	\$227,898.00

7	Sanitary Sewer Main Connection to Existing Sanitary Sewer	EA	7	0	\$2,000.00	\$0.00	\$14,000.00
8	Sanitary Sewer Main Connection to Existing Manhole	EA	3	0	\$2,800.00	\$0.00	\$8,400.00
9	48" Sanitary Sewer Manhole (Standard 10 ft. depth)	EA	11	0	\$6,600.00	\$0.00	\$72,600.00
10	Additional 48" Manhole Depth	LF	16.33	0	\$200.00	\$0.00	\$3,266.00
11	60" Sanitary Sewer Manhole (Standard 10 ft. depth)	EA	7	0	\$11,800.00	\$0.00	\$82,600.00
12	Additional 60" Manhole Depth	EA	26	0	\$325.00	\$0.00	\$8,450.00
13	Sanitary Sewer CCTV Video	LF	4,102	0	\$3.00	\$0.00	\$12,306.00
14	Sanitary Sewer Bypass Pumping	LS	1	0	\$175,000.00	\$0.00	\$175,000.00
15	Realign 4" PVC Sanitary Sewer Service	LF	80	0	\$75.00	\$0.00	\$6,000.00
16	10" Sanitary Sewer Cured In Place Pipe Liner	LF	127	0	\$300.00	\$0.00	\$38,100.00
17	8" Restrained Joint PVC Sanitary Sewer Main on 2nd Ave SE installed via HDD Methods	LS	1	0	\$81,919.00	\$0.00	\$81,919.00
18	Taube Service Lines Investigation	LS	1	0	\$6,195.97	\$0.00	\$6,195.97
19	Central Campus Bypass Pumping	LS	1	0	\$39,048.75	\$0.00	\$39,048.75
	Total of all Schedule D Bid Prices, Items 1-19					\$0.00	\$1,212,932.22
SCHEDULE E – STORM SEWER (STORM SEWER DISTRICT 119)							
1	36" Steel Casing Bored & Jacked (24" RCP Storm Sewer RR Crossing)	LF	100	0	\$800.00	\$0.00	\$80,000.00
2	108" Steel Casing Bored & Jacked (72" RCP Storm Sewer RR Crossing)	LF	0	0	\$4,200.00	\$0.00	\$0.00
3	Connect to Existing Storm Pipe	EA	13	0	\$1,800.00	\$0.00	\$23,400.00
4	12" Slotted Drain	LF	54	0	\$150.00	\$0.00	\$8,100.00
5	15" Slotted Drain	LF	121	0	\$175.00	\$0.00	\$21,175.00
6	18" Slotted Drain	LF	116	0	\$185.00	\$0.00	\$21,460.00
7	12" RCP Storm Sewer	LF	12	0	\$60.00	\$0.00	\$720.00
8	15" RCP Storm Sewer	LF	588	0	\$70.00	\$0.00	\$41,160.00
9	18" RCP Storm Sewer	LF	923.55	0	\$75.00	\$0.00	\$69,266.25
10	21" RCP Storm Sewer	LF	669.5	0	\$85.00	\$0.00	\$56,907.50
11	24" RCP Storm Sewer	LF	337.7	0	\$95.00	\$0.00	\$32,081.50
12	30" RCP Storm Sewer	LF	32	0	\$150.00	\$0.00	\$4,800.00
13	36" RCP Storm Sewer	LF	728	0	\$185.00	\$0.00	\$134,680.00
14	48" RCP Storm Sewer	LF	173	0	\$225.00	\$0.00	\$38,925.00
15	60" RCP Storm Sewer	LF	88	0	\$350.00	\$0.00	\$30,800.00
16	45" x 73" ARCH RCP Storm Sewer	LF	354	0	\$450.00	\$0.00	\$159,300.00
17	54" x 88" ARCH RCP Storm Sewer	LF	370	0	\$575.00	\$0.00	\$212,750.00
18	72" RCP Storm Sewer	LF	819.00	0	\$460.00	\$0.00	\$376,740.00
19	72" RCP Apron	EA	1	0	\$4,500.00	\$0.00	\$4,500.00
20	15" RCP Storm Sewer 45° Bend	EA	2	0	\$650.00	\$0.00	\$1,300.00
21	72" RCP Storm Sewer 7.5° Bend	EA	8	0	\$3,500.00	\$0.00	\$28,000.00
22	2' x 3' Catch Basin	EA	13	0	\$4,400.00	\$0.00	\$57,200.00
23	2' x 6' Catch Basin	EA	3	0	\$6,600.00	\$0.00	\$19,800.00

24	36" Catch Basin	EA	2	0	\$5,000.00	\$0.00	\$10,000.00
25	48" Catch Basin Manhole	EA	20	0	\$4,800.00	\$0.00	\$96,000.00
26	54" Catch Basin Manhole	EA	1	0	\$6,400.00	\$0.00	\$6,400.00
27	60" Catch Basin Manhole	EA	2	0	\$6,800.00	\$0.00	\$13,600.00
28	72" Catch Basin Manhole	EA	2	0	\$7,200.00	\$0.00	\$14,400.00
29	120" Catch Basin Manhole	EA	0	0	\$16,000.00	\$0.00	\$0.00
30	48" Junction Manhole	EA	5	0	\$4,700.00	\$0.00	\$23,500.00
31	54" Junction Manhole	EA	1	0	\$5,700.00	\$0.00	\$5,700.00
32	60" Junction Manhole	EA	1	0	\$5,300.00	\$0.00	\$5,300.00
33	72" Junction Manhole	EA	3	0	\$7,900.00	\$0.00	\$23,700.00
34	84" Junction Manhole	EA	2	0	\$10,400.00	\$0.00	\$20,800.00
35	96" Junction Manhole	EA	2	0	\$11,800.00	\$0.00	\$23,600.00
36	120" Junction Manhole	EA	3	0	\$27,500.00	\$0.00	\$82,500.00
37	12' x 12' Box Manhole	EA	1	0	\$50,000.00	\$0.00	\$50,000.00
38	14' x 12' Box Manhole	EA	1	0	\$52,000.00	\$0.00	\$52,000.00
39	Bulkhead 60" RCP Pipe	EA	0	0	\$2,000.00	\$0.00	\$0.00
40	Bulkhead Existing Storm Pipe	EA	4	0	\$600.00	\$0.00	\$2,400.00
41	Bulkhead Existing Storm Pipe - 36" Knockout	EA	7	0	\$1,000.00	\$0.00	\$7,000.00
42	Rip Rap	CY	80	0	\$150.00	\$0.00	\$12,000.00
43	Storm Sewer CCTV Video	LF	5,167	0	\$3.00	\$0.00	\$15,501.00
44	144" Junction Manhole	EA	2	0	\$43,534.04	\$0.00	\$87,068.08
45	72" Smooth Steel Pipe Combination Casing/Carrier Pipe with 1" Thick Walls, Bored & Jacked	LS	1	0	\$397,500.00	\$0.00	\$397,500.00
46	Storm Sewer Adjustment on Central Ave.	LS	1	0	\$7,623.00	\$0.00	\$7,623.00
47	Abandon Unknown Existing Pipe	LS	1	0	\$4,152.50	\$0.00	\$4,152.50
48	6" PVC Roof Drain	LF	91	0	\$35.20	\$0.00	\$3,203.20
49	Lower Storm Sewer at 3rd Street and 2nd Ave SE	LS	1	0	\$21,251.23	\$0.00	\$21,251.23
Total of all Schedule E Bid Prices, Items 1-49						\$0.00	\$2,408,264.26
SCHEDULE F – PAVEMENT, EARTHWORK, STRIPING, SIGNAGE							
1	Temporary Construction Entrance	EA	4	0	\$4,500.00	\$0.00	\$18,000.00
2	Street Sweeping (Man Hours)	MHR	63.5	0	\$190.00	\$0.00	\$12,065.00
3	12" Fiber Roll Installation and Removal	LF	548	0	\$4.50	\$0.00	\$2,466.00
4	Rock Logs	EA	23	0	\$245.00	\$0.00	\$5,635.00
5	Hydro-mulch Seeding	SY	1,081.86	400	\$2.45	\$980.00	\$2,650.56
6	Inlet Protection	EA	30	0	\$245.00	\$0.00	\$7,350.00
7	Silt Fence	LF	94	0	\$3.65	\$0.00	\$343.10
8	Geotextile Fabric Type RR	SY	0	0	\$15.00	\$0.00	\$0.00
9	Common Excavation for Road Pavement Subgrade	CY	1,926.7	0	\$22.00	\$0.00	\$42,387.40
10	Road Subgrade Preparation	SY	28,071.26	0	\$4.30	\$0.00	\$120,706.42
11	NDDOT Class 5 Gravel Sidewalk Base Course (4" Compacted Thickness)	SY	11,087.00	0	\$7.50	\$0.00	\$83,152.50

12	Install Salvaged Base Course (6" Compacted Thickness)	SY	28,071.26	0	\$13.00	\$0.00	\$364,926.38
13	Bituminous Pavement (4" Alleyway Section)	SY	0	0	\$63.50	\$0.00	\$0.00
14	Bituminous Pavement (4" Patch)	SY	1,048.69	0	\$63.50	\$0.00	\$66,591.82
15	Bituminous Pavement (5 1/2" - East of 3rd Street SE)	SY	2,232.33	0	\$64.60	\$0.00	\$144,208.52
16	Concrete Road Paving (8")	SY	19,345.42	0	\$91.85	\$0.00	\$1,776,876.83
17	Concrete Road Paving (8"), High Early Strength	SY	2,640.9	0	\$105.35	\$0.00	\$278,218.82
18	Geotextile Fabric - R1	SY	28,071.26	0	\$2.35	\$0.00	\$65,967.46
19	Structural Soil Planting Base for Future Tree Placement by Owner (Compacted Volume)	CY	330	0	\$260.00	\$0.00	\$85,800.00
20	Sidewalk Subgrade Preparation	SY	11,087.00	0	\$2.00	\$0.00	\$22,174.00
21	Concrete Sidewalk (4" Broomed Finish)	SY	8,216.14	0	\$73.00	\$0.00	\$599,778.22
22	Concrete Sidewalk (4" Streetscape Saw Cut or Scored Patterns at Intersection Bump-outs)	SY	258.2	0	\$105.00	\$0.00	\$27,111.00
23	Concrete Sidewalk (4" Primary Streetscape)	SY	637.81	0	\$90.00	\$0.00	\$57,402.90
24	Concrete Sidewalk (4" Secondary Streetscape)	SY	225.46	0	\$125.00	\$0.00	\$28,182.50
25	Detectable Warning Panels	SF	953.33	0	\$75.00	\$0.00	\$71,499.75
26	Curb and Gutter Type 1	LF	6,807.2	0	\$28.00	\$0.00	\$190,601.60
27	Curb and Gutter Type 2	LF	46	0	\$30.00	\$0.00	\$1,380.00
28	Curb and Gutter Type 1 - Hand Formed	LF	3,388.75	0	\$80.00	\$0.00	\$271,100.00
29	Concrete Driveway Aprons	SY	1,749.39	0	\$118.00	\$0.00	\$206,428.02
30	Epoxy Paint Pavement Marking, 4 inch Line	LF	1,807.5	0	\$20.85	\$0.00	\$37,686.38
31	Preformed Patterned Pavement Marking, 6 inch Line - Grooved	LF	2,121	189.5	\$13.95	\$2,643.53	\$29,587.95
32	Preformed Patterned Pavement Marking, 8 inch Line - Grooved	LF	0	0	\$18.00	0.00	\$0.00
33	Preformed Patterned Pavement Marking, 24 inch Line	LF	363	33	\$18.60	\$613.80	\$6,751.80
34	Preformed Patterned Pavement Marking - Message (Grooved)	SF	0	0	\$58.50	\$0.00	\$0.00
35	Preformed Thermo-Plastic Pavement Marking, 4 inch Line (Grooved)	LF	69.3	69.3	\$12.85	\$890.51	\$890.51
36	Preformed Thermo-Plastic Pavement Marking - Message	SF	32	16	\$58.50	\$936.00	\$1,872.00
37	Type III High Intensity Prismatic Sheeting	SF	793.10	0	\$41.05	\$0.00	\$32,556.76
38	Sign Assembly - Surface Mount - Decorative Post	EA	111	0	\$1,350.00	\$0.00	\$149,850.00
39	Sign Assembly - Light Standard	EA	15	0	\$640.00	\$0.00	\$9,600.00
40	Sign Assembly - In Soil - Decorative Post	EA	19	0	\$1,245.00	\$0.00	\$23,655.00
41	Sign Assembly - Surface Mount - Perforated Tube	EA	9	0	\$585.00	\$0.00	\$5,265.00
42	Sign Assembly - In Soil - Perforated Tube	EA	11	0	\$565.00	\$0.00	\$6,215.00
43	Drilling into existing PCC Pavement for 1.25" Dowel Placement	EA	96	0	\$12.00	\$0.00	\$1,152.00
44	Rock Excavation and Disposal	LD	6	0	\$350.00	\$0.00	\$2,100.00
45	SRT Parking Lot Temporary Access	LS	1	0	\$2,876.00	\$0.00	\$2,876.00
46	Additional Sidewalk Subgrade Prep at Central Parking Structure w/Fire Standpipe Extension	LS	1	0	\$2,075.20	\$0.00	\$2,075.20

	Total of all Schedule F Bid Prices, Items 1-46					\$6,063.84	\$4,865,137.38
SCHEDULE G – GENERAL ELECTRICAL							
1	Remove and Re-Install Traffic Signal	EA	1	0	\$8,500.00	\$0.00	\$8,500.00
2	Remove and Re-Install Pedestrian Crossing Signal	EA	1	0	\$5,000.00	\$0.00	\$5,000.00
3	1" HDPE Continuous Underground Electrical Conduit for Future Audio Cable	LF	100	0	\$6.00	\$0.00	\$600.00
	Total of all Schedule G Bid Prices, Items 1-3					\$0.00	\$14,100.00
SCHEDULE H – STREETLIGHTS ELECTRICAL (STREET LIGHTING DISTRICT 63)							
1	Street Intersection Light Pole Assembly w/LED Luminaire	EA	37	0	\$7,450.00	\$0.00	\$275,650.00
2	Street Pedestrian Light Pole Assembly w/LED Luminaire	EA	13	0	\$5,000.00	\$0.00	\$65,000.00
3	2" HDPE Continuous Underground Electrical Conduit	LF	12,099.6	0	\$8.00	\$0.00	\$96,796.80
4	#1 XHHW Wire In Conduit	LF	3,9540	0	\$2.00	\$0.00	\$79,080.00
5	Utility Service Connections - 240/120V, 1-phase (Riser Conduit, Conductors, Connection Charges)	EA	5	0	\$8,000.00	\$0.00	\$40,000.00
6	Panelboards - NEMA 1, 240/120V, 1-phase	EA	4	0	\$6,000.00	\$0.00	\$24,000.00
7	Panelboards - NEMA 3R, 240/120V, 1-phase	EA	0	0	\$6,500.00	\$0.00	\$0.00
8	Feed Point Enclosures - NEMA 3R	EA	6	0	\$3,500.00	\$0.00	\$21,000.00
9	Pull Box, 24"x18"x24"	EA	13	0	\$5,000.00	\$0.00	\$65,000.00
10	Pull Box, 30"x24"x24"	EA	4	0	\$3,200.00	\$0.00	\$12,800.00
11	3" Schedule 80 PVC Cased Boring (RR Crossing)	LF	70	0	\$185.00	\$0.00	\$12,950.00
12	Relocate Light Bases	LS	1	0	\$1,299.00	\$0.00	\$1,299.00
	Total of all Schedule H Bid Prices, Items 1-12					\$0.00	\$693,575.80
SCHEDULE I - STREETScape							
1	49" Strap Bench	EA	6	0	\$1,360.00	\$0.00	\$8,160.00
2	70" Strap Bench	EA	2	0	\$1,585.00	\$0.00	\$3,170.00
3	32" Strap Bench	EA	6	0	\$1,180.00	\$0.00	\$7,080.00
4	Litter Receptacle	EA	9	0	\$3,140.00	\$0.00	\$28,260.00
5	Curved Benches	EA	4	0	\$2,610.00	\$0.00	\$10,440.00
6	Intersection Planter Concrete Curb, 6" wide by 18" deep	LF	185	0	\$125.00	\$0.00	\$23,125.00
	Total of all Schedule I Bid Prices, Items 1-6					\$0.00	\$80,235.00
SCHEDULE J – ITEMS NOT ELIGIBLE FOR EDA FUNDING							
1	2" Potable Water Service w/K Copper, Saddle, Corporation Stop and Curb Stop w/Box	EA	9	0	\$3,500.00	\$0.00	\$31,500.00
2	1.5" Potable Water Service w/K Copper, Saddle, Corporation Stop and Curb Stop w/Box	EA	44	0	\$2,500.00	\$0.00	\$110,000.00
3	Sanitary Sewer Service Connections w/PVC Wye and PVC Pipe	EA	73	0	\$2,500.00	\$0.00	\$182,500.00
4	Spare Street Intersection Pole and Luminaire	EA	3	0	\$6,000.00	\$0.00	\$18,000.00
5	Spare Pedestrian Pole and Luminaire	EA	1	0	\$3,400.00	\$0.00	\$3,400.00
6	Streetlight Hanging Basket Arm	EA	10	0	\$420.00	\$0.00	\$4,200.00
7	Hanging Basket	EA	0	0	\$275.00	\$0.00	\$0.00

8	Custom Bumpout Stamp and Tools (provide to Owner upon completion)	EA	1	0	\$3,000.00	\$0.00	\$3,000.00
9	Stamped Concrete at Intersection Bumpouts	SY	33	0	\$217.00	\$0.00	\$7,161.00
10	Main Street Tree Lighting	LS	1	0	\$676.00	\$0.00	\$676.00
	Total of all Schedule J Bid Prices, Items 1-10					\$00.00	\$360,437.00
	TOTAL OF ALL SCHEDULES A-J BID PRICES					\$6,063.84	\$14,914,926.16

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>14,395,218.00</u>	Original Contract Times: Milestone #1 Substantial Completion: <u>July 15, 2015</u> Milestone #2 Substantial Completion: <u>August 15, 2015</u> Milestone #3 Substantial Completion: <u>November 14, 2015</u> Ready for Final Payment: <u>December 19, 2015</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : \$ <u>513,644.32</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Milestone #1 Substantial Completion: <u>92 days</u> Milestone #2 Substantial Completion: <u>74 days</u> Milestone #3 Substantial Completion: <u>210 days</u> Ready for Final Payment: <u>210 days</u>
Contract Price prior to this Change Order: \$ <u>14,908,862.32</u>	Contract Times prior to this Change Order: Milestone #1 Substantial Completion: <u>October 15, 2015</u> Milestone #2 Substantial Completion: <u>October 28, 2015</u> Milestone #3 Substantial Completion: <u>June 18, 2016</u> Ready for Final Payment: <u>July 23, 2016</u>
Increase of this Change Order: \$ <u>6,063.84</u>	Increase of this Change Order: Milestone #1 Substantial Completion: <u>0 days</u> Milestone #2 Substantial Completion: <u>0 days</u> Milestone #3 Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>14,914,926.16</u>	Contract Times with all approved Change Orders: Milestone #1 Substantial Completion: <u>October 15, 2015</u> Milestone #2 Substantial Completion: <u>October 28, 2015</u> Milestone #3 Substantial Completion: <u>June 18, 2016</u> Ready for Final Payment: <u>July 23, 2016</u>

RECOMMENDED:
By: A. P. O'Shea
Engineer (if required)
Title: Sr. Project Manager
Date: 1/23/2017

ACCEPTED:
By: [Signature]
Owner (Authorized Signature)
Title: City Engineer
Date: 1/25/17

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: Project Manager
Date: 1-23-2017

Contractor's Application for Payment No. 15 FINAL

Application Period: 10/15/16 thru 05/17/2017		Application Date: 5/17/2017	
To (Owner): City of Minot	From (Contractor): Strata Corporation	Via (Engineer): HNJiv	Engineer's Project No.: 7926-001
Project: Minot Downtown Infrastructure Improvements Project - Phase 1	Contract:		
Owner's Contract No.: 3608	Contractor's Project No.:		

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
#1 - 07/21/15	\$95,095.83	
#2 - 08/07/15		\$36,431.92
#3 - 10/01/2015	\$81,919.00	
#4 - 04/04/2016	\$313,099.78	
#5 - 10/13/2016	\$59,961.53	
#6 - 01/23/17	\$6,063.84	
TOTALS	\$556,139.98	\$36,431.92
NET CHANGE BY CHANGE ORDERS	\$519,708.06	

1. ORIGINAL CONTRACT PRICE..... \$ \$14,395,218.10
2. Net change by Change Orders..... \$ \$519,708.06
3. Current Contract Price (Line 1 ± 2)..... \$ \$14,914,926.16
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ \$14,914,926.16
5. RETAINAGE:
 - a. X \$14,914,926.16 Work Completed..... \$
 - b. 5% X Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$14,914,926.16
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$14,904,926.16
8. AMOUNT DUE THIS APPLICATION..... \$ \$10,000.00
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$

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

By: *Andrew Engert* Date: 5-17-17

Payment of:

\$ 10,000.00

(Line 8 or other - attach explanation of the other amount)

is recommended by:

A. F. Oshea (Engineer)

(Date)

5/17/2017

Payment of:

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

is approved by:

[Signature] (Owner)

(Date)

5/19/17

Approved by:

Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		City of Minot Downtown Infrastructure Improvements Project		Application Number: 13	
Application Period:		10/15/16 thru 05/17/2017		Application Date: 11/30/2016	
Item		Contract Information		F	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
SCHEDULE A - GENERAL AND TRAFFIC CONTROL					
2	Traffic Control Signs	2473	Units	\$3.25	\$8,037.25
3	Type III Barricades	159	EA	\$135.00	\$21,465.00
4	Delinicator Drums	142	EA	\$59.40	\$8,434.80
5	Tubular Markers	43	EA	\$16.20	\$696.60
6	Sequencing Arrow Panel-Type B		EA	\$1,730.00	
8	Portable Changeable Message Sign	2	EA	\$9,395.00	\$18,790.00
9	Deduct for Restaking Costs	1	LS	-\$14,261.75	-\$14,261.75
10	Deduct for Additional Base-T Testing Due to Failed Tests	1	LS	-\$594.00	-\$594.00
11	Deduct for Additional Material Testing Due to Failed Tests	1	LS	-\$7,993.60	-\$7,993.60
Total of all Schedule A Bid Prices, Items 1-11					
SCHEDULE B - DEMOLITION/REMOVAL ITEMS					
1	Mill and Salvage Asphalt Pavement (4"-7")	12055.22	SY	\$7.60	\$91,619.67
2	Remove pavement-All thicknesses, all types at Alley Intersections	13212.12	SY	\$16.00	\$211,393.92
3	Saw Cut Pavement Full Depth	2243.6	LF	\$9.00	\$20,192.40
4	Remove Concrete Pavement below Asphalt Pavement (6-8")	12744.13	SY	\$16.80	\$214,101.38
5	Remove Concrete Curb & Gutter	10025.56	LF	\$6.80	\$68,173.81
6	Remove and Dispose Fire Hydrants	5	EA	\$200.00	\$1,000.00
7	Remove and Salvage Fire Hydrants to Owner	5	LS	\$350.00	\$1,750.00
8	Remove and Dispose Water Main (No Excavation)	3993.95	LF	\$5.00	\$19,969.75
9	Remove and Dispose of Gate Valves and Boxes	29	EA	\$50.00	\$1,450.00
10	Remove and Dispose of Curb Stops and Boxes	59	EA	\$25.00	\$1,475.00
11	Remove and Dispose Sanitary Sewer Main >8" Diameter (No Excavation)	3290	LF	\$5.00	\$16,450.00
12	Remove and Dispose Storm Sewer Main (No Excavation)	4596	LF	\$8.00	\$36,768.00
13	Remove Concrete Sidewalk and Driveway Aprons	11066.86	SY	\$8.00	\$88,534.88
14	Remove and Dispose Storm Sewer Manhole	16	EA	\$400.00	\$6,400.00
15	Remove and Dispose Catch Basin Manhole	55	EA	\$400.00	\$22,000.00
16	Remove and Dispose Sanitary Sewer Manhole	13	EA	\$600.00	\$7,800.00
17	Remove and Dispose of Short Street Lights	8	EA	\$200.00	\$1,600.00
18	Remove and Dispose of Street Lights - Salvage to Owner	37	EA	\$800.00	\$29,600.00
19	Remove Pad-Mounted Feed Pumps-Salvage to Owner	1	EA	\$300.00	\$300.00
20	Remove Pole or Stanchion-Mounted Feed Pumps-Salvage to Owner	3	EA	\$200.00	\$600.00
21	Remove and Replace Electrica Panel		EA	\$6,500.00	
22	Remove Traffic Signal and Control Box-Salvage to Owner	4	EA	\$3,500.00	\$14,000.00
23	Tree Removal and Disposal	7	EA	\$350.00	\$2,450.00
24	Coordinate Removal and Reinstallation of US Post Service Drop Boxes	1	EA	\$350.00	\$350.00
25	Remove and Reinstall Chain Link Fence (4ft Height)	100	LF	\$21.60	\$2,160.00
26	Remove and Reinstall Chain Link Fence (8ft Height)	594	LF	\$34.55	\$20,522.70
27	Structural Steel Formwork for Abandoning Sub-Sidewalk Vaults	539.52	SF	\$60.00	\$32,371.20
28	CLSM (Flowable) Fill for Abandoning Sub-Sidewalk Vaults	841	CY	\$110.00	\$92,510.00
29	Abandon Sewers in Place	753	LF	\$10.00	\$7,530.00
				Estimated Quantity Installed	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)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		City of Minot Downtown Infrastructure Improvements Project				Application Number: 13				
Application Period:		10/15/16 thru 05/17/2017				Application Date: 11/30/2016				
A		B			C	D	E	F		
Item		Contract Information			Estimated Quantity Installed	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)
Bid Item No.	Description	Item Quantity	Units	Unit Price						
30	Remove Litter Receptacles-Salvage to Owner	9	EA	\$550.00		9		\$4,950.00	100.0%	
31	CO #1-3 Remove & Dispose of Abandoned 2ft x 3 ft Cone Duct Bank	345	LF	\$48.00		345		\$16,560.00	100.0%	
32	CO #1-4 Remove & Dispose of Abandoned Cast Iron Steam Piping	2482.09	LF	\$22.00		2482.09		\$54,605.98	100.0%	
33	CO #1-5 Per Field Order #4 Remove & Dispose of Butterfly Valve & Manhole	1	LS	\$550.00		1		\$550.00	100.0%	
34	CO #1-6 Remove & Dispose of Abandoned NSP/SRT brick vault	1	LS	\$400.00		1		\$400.00	100.0%	
35	CO #4 - Niess Impressions Vault Closure	1	LS	\$106,817.47		1		\$106,817.47	100.0%	
36	CO #4 - Viking Integrity Vault Closure	1	LS	\$17,109.50		1		\$17,109.50	100.0%	
37	CO#4 - Gold Times Vault Structural Sidewalk Removal	1	LS	\$12,135.00		1		\$12,135.00	100.0%	
38	CO#4 - Barber Shop Vault Structural Sidewalk Removal	1	LS	\$9,708.00		1		\$9,708.00	100.0%	
39	CO#4 - 111 West Central Ave Vault Closure	1	LS	\$54,290.91		1		\$54,290.91	100.0%	
40	CO#4 - 1st St NE Vault Structural Sidewalk Removal	1	LS	\$5,374.00		1		\$5,374.00	100.0%	
41	Remove & Replace 4ft High Chain Link Fence to Match Existing 5ft high Chain Link Fence	1	LS	\$2,310.00		1		\$2,310.00	100.0%	
42	Install Galvanized Steel Pipe At Central Parking Structure	1	LS	\$1,859.00		1		\$1,859.00	100.0%	
Total of All Schedule B Bid Prices, Items 1-42										
SCHEDULE C: WATER DISTRIBUTION										
1	16" Steel Casing Bored & Jacked (8" Water Main RR Crossing)	72	LF	\$570.00		72		\$41,040.00	100.0%	
2	30" Steel Casing Bored & Jacked (18" Water Main RR Crossing)	120	LF	\$600.00		120		\$72,000.00	100.0%	
3	4" C900 DR-18 PVC Potable Water Main	124.6	LF	\$55.00		124.6		\$6,853.00	100.0%	
4	6" C900 DR-18 PVC Potable Water Main	376.65	LF	\$62.00		376.65		\$23,352.30	100.0%	
5	8" C900 DR-18 PVC Potable Water Main	2162.45	LF	\$85.00		2162.45		\$183,808.25	100.0%	
6	10" C900 DR-18 PVC Potable Water Main	51	LF	\$88.00		51		\$4,488.00	100.0%	
7	12" C900 DR-18 PVC Potable Water Main	712.5	LF	\$100.00		712.5		\$71,250.00	100.0%	
8	16" C905 DR-21 PVC Potable Water Main	78.7	LF	\$150.00		78.7		\$11,805.00	100.0%	
9	18" C905 DR-21 PVC Potable Water Main	1138.8	LF	\$180.00		1138.8		\$204,984.00	100.0%	
10	4" Gate Valve w/Box	5	EA	\$1,800.00		5		\$9,000.00	100.0%	
11	6" Gate Valve w/Box	16	EA	\$1,900.00		16		\$30,400.00	100.0%	
12	8" Gate Valve w/Box	8	EA	\$2,300.00		8		\$18,400.00	100.0%	
13	12" Gate Valve w/Box	4	EA	\$3,800.00		4		\$15,200.00	100.0%	
14	16" Gate Valve w/Box	1	EA	\$9,300.00		1		\$9,300.00	100.0%	
15	18" Gate Valve w/Box	3	EA	\$15,300.00		3		\$45,900.00	100.0%	
16	Connect to Existing Water Main-Interrupted Connection	5	EA	\$3,000.00		5		\$15,000.00	100.0%	
17	Fire Hydrant Assembly w/Tee Connection to Main	7	EA	\$6,800.00		7		\$47,600.00	100.0%	
20	Concrete Encasement at Utility Crossings	16	LF	\$200.00		16		\$3,200.00	100.0%	
21	CO #1-1 Field Order #3 Installation of 18" Ductile fittings	1	LS	\$10,481.83		1		\$10,481.83	100.0%	
22	CO #4 - Broken Valve at Main & Central	1	LS	\$4,001.25		1		\$4,001.25	100.0%	
23	CO #4 - Hydra Stop install on Main Street	1	LS	\$3,047.00		1		\$3,047.00	100.0%	
24	CO#4 - Additional Fire Hydrant Thrust Restraint	1	LS	\$2,142.34		1		\$2,142.34	100.0%	
25	CO#4 - 6" Fire Hydrant Extension	1	EA	\$1,642.15		1		\$1,642.15	100.0%	
26	CO#4 - 12" Fire Hydrant Extension	1	EA	\$2,075.81		1		\$2,075.81	100.0%	
27	CO#4 - 24" Fire Hydrant Extension	2	EA	\$2,436.35		2		\$4,872.70	100.0%	
28	CO#4 - Additional MDU Gas Crossings	7	EA	\$924.00		7		\$6,468.00	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		City of Minot Downtown Infrastructure Improvements Project				Application Number: 13				
Application Period:		10/15/16 thru 05/17/2017				Application Date: 11/30/2016				
A		B		C	D	E	F			
Item		Contract Information			Estimated Quantity Installed	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)
Bid Item No.	Description	Item Quantity	Units	Unit Price						
29	CO#4 - Hydra-Stop install on 3rd Ave SE	1	LS	\$616.00		1	\$616.00		100.0%	
Total of all Schedule A Bid Prices, Items 1-29										
SCHEDULE D: SANITARY SEWER										
1	16" Steel Casing Bored & Jacked (12" Sanitary Sewer RR Crossing)	78	LF	\$550.00		78	\$42,900.00		100.0%	
2	30" Steel Casing Bored & Jacked (24" Sanitary Sewer RR Crossing)	122	LF	\$620.00		122	\$75,640.00		100.0%	
3	12" PVC Sanitary Sewer Main (SDR 35)	2286.16	LF	\$100.00		2286.16	\$228,616.00		100.0%	
4	18" PVC Sanitary Sewer Main (PS 46)	300.5	LF	\$125.00		300.5	\$37,562.50		100.0%	
5	21" PVC Sanitary Sewer Main (PS 46)	374.5	LF	\$140.00		374.5	\$52,430.00		100.0%	
6	24" PVC Sanitary Sewer Main (PS 46)	1139.49	LF	\$200.00		1139.49	\$227,898.00		100.0%	
7	Sanitary Sewer Main Connection to Existing Sanitary Sewer	7	EA	\$2,000.00		7	\$14,000.00		100.0%	
8	Sanitary Sewer Main Connection to Existing Manhole	3	EA	\$2,800.00		3	\$8,400.00		100.0%	
9	48" Sanitary Sewer Manhole (Standard 10ft depth)	11	EA	\$6,600.00		11	\$72,600.00		100.0%	
10	Additional 48" Manhole Depth	16.33	LF	\$200.00		16.33	\$3,266.00		100.0%	
11	60" Sanitary Sewer Manhole (Standard 10 ft depth)	7	EA	\$11,800.00		7	\$82,600.00		100.0%	
12	Additional 60" Manhole Depth	26	LF	\$325.00		26	\$8,450.00		100.0%	
13	Sanitary Sewer CCTV Video	4102	LF	\$3.00		4102	\$12,306.00		100.0%	
15	Realign 4" PVC Sanitary Sewer Service	80	LF	\$75.00		80	\$6,000.00		100.0%	
16	10" Sanitary Sewer Cured in Place Pipe Liner	127	LF	\$300.00		127	\$38,100.00		100.0%	
17	CO#3 - Restrained Joint PVC Sanitary Sewer Main	1	LS	\$81,919.00		1	\$81,919.00		100.0%	
18	CO#4 - Taube Service Lines Investigation	1	LS	\$6,195.97		1	\$6,195.97		100.0%	
19	CO#4 - Central Campus Bypass Pumping	1	LS	\$39,048.75		1	\$39,048.75		100.0%	
Total of all Schedule D Bid Prices, Items 1-19										
SCHEDULE E - STORM SEWER(STORM SEWER DIST. 119-PHASE										
1	36" Steel Casing Bored & Jacked (24" RCP Storm Sewer RR Crossing)	100	LF	\$800.00		100	\$80,000.00		100.0%	
2	CO#2 Zero Quantity 108" Steel Casing Bored & Jacked (72" RCP Storm Sew		LF	\$4,200.00						
3	Connect to Existing Storm Pipe	13	EA	\$1,800.00		13	\$23,400.00		100.0%	
4	12" Slotted Drain	54	LF	\$150.00		54	\$8,100.00		100.0%	
5	15" Slotted Drain	121	LF	\$175.00		121	\$21,175.00		100.0%	
6	18" Slotted Drain	116	LF	\$185.00		116	\$21,460.00		100.0%	
7	12" RCP Storm Sewer	12	LF	\$60.00		12	\$720.00		100.0%	
8	15" RCP Storm Sewer	588	LF	\$70.00		588	\$41,160.00		100.0%	
9	18" RCP Storm Sewer	923.55	LF	\$75.00		923.55	\$69,266.25		100.0%	
10	21" RCP Storm Sewer	669.5	LF	\$85.00		669.5	\$56,907.50		100.0%	
11	24" RCP Storm Sewer	337.7	LF	\$95.00		337.7	\$32,081.50		100.0%	
12	30" RCP Storm Sewer	32	LF	\$150.00		32	\$4,800.00		100.0%	
13	36" RCP Storm Sewer	728	LF	\$185.00		728	\$134,680.00		100.0%	
14	48" RCP Storm Sewer	173	LF	\$225.00		173	\$38,925.00		100.0%	
15	60" RCP Storm Sewer	88	LF	\$350.00		88	\$30,800.00		100.0%	
16	45" x 73" ARCH RCP Storm Sewer	354	LF	\$450.00		354	\$159,300.00		100.0%	
17	54" x 88" ARCH RCP Storm Sewer	370	LF	\$575.00		370	\$212,750.00		100.0%	
18	72" RCP Storm Sewer CO#2 from 966 If to 866 If	819	LF	\$460.00		819	\$376,740.00		100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		City of Minot Downtown Infrastructure Improvements Project		Application Number: 13	
Application Period:		10/15/16 thru 05/17/2017		Application Date: 11/30/2016	
Item		Contract Information		F	
		Item	Description	Unit Price	Units
Bid Item No.	Quantity	Item	Description	Unit Price	Units
19	1	EA	72" RCP Apron	\$4,500.00	1
20	2	EA	15" RCP Storm Sewer 45 Bend	\$1,300.00	2
21	8	EA	72" RCP Storm Sewer 7.5 Bend	\$28,000.00	8
22	13	EA	2' x 3' Catch Basin	\$57,200.00	13
23	3	EA	2' x 6' Catch Basin	\$19,800.00	3
24	2	EA	36" Catch Basin	\$10,000.00	2
25	20	EA	48" Catch Basin Manhole	\$96,000.00	20
26	1	EA	54" Catch Basin Manhole	\$6,400.00	1
27	2	EA	60" Catch Basin Manhole	\$13,600.00	2
28	2	EA	72" Catch Basin Manhole	\$14,400.00	2
29	5	EA	120" Catch Basin Manhole	\$16,000.00	5
30	1	EA	48" Junction Manhole	\$4,700.00	1
31	1	EA	54" Junction Manhole	\$5,700.00	1
32	1	EA	60" Junction Manhole	\$5,300.00	1
33	3	EA	72" Junction Manhole	\$7,900.00	3
34	2	EA	84" Junction Manhole	\$10,400.00	2
35	2	EA	96" Junction Manhole	\$23,600.00	2
36	3	EA	120" Junction Manhole CO#2 4 to 2	\$82,500.00	3
37	1	EA	12' x 12' Box Manhole	\$50,000.00	1
38	1	EA	14' x 12' Box Manhole	\$52,000.00	1
39	1	EA	Bulkhead 60" RCP Pipe	\$2,000.00	1
40	4	EA	Bulkhead Existing Storm Pipe	\$600.00	4
41	7	EA	Bulkhead Existing Storm Pipe-36" Knockout	\$1,000.00	7
42	80	CY	Rip Rap	\$150.00	80
43	5167	LF	Storm Sewer CCTV Video	\$3.00	5167
44	2	EA	CO#2 Junction Manhole 144"	\$43,534.04	2
45	1	LS	CO#2 72" Smooth Steel Pipe Comb Casing/Carrier Pipe with 1" Wall Bored	\$397,500.00	1
46	1	LS	CO#4 - Storm Sewer Adjustment	\$7,623.00	1
47	1	LS	CO#4 - Abandon Unknown Existing Pipe	\$7,623.00	1
48	91	LF	CO#4 - 6" PVC Roof Drain	\$4,152.50	91
49	1	LS	CO#4 - Lower Storm Sewer at 3rd St & 2nd Ave	\$3,203.20	1
Total of all Schedule E Bid Prices, Items 1-49				\$21,251.23	
SCHEDULE F: PAVEMENT, EARTHWORK, STRIPING, SIGNAGE					
1	4	EA	Temporary Construction Entrance	\$4,500.00	4
2	63.5	MHR	Street Sweeping (Man Hours)	\$190.00	63.5
3	548	LF	12" Fiber Roll Installation and Removal	\$4.50	548
4	23	EA	Rock Logs	\$245.00	23
5	1081.86	SY	Hydro-mulch Seeding	\$2.45	1081.86
6	30	EA	Inlet Protection	\$245.00	30
7	94	LF	Silt Fence	\$3.65	94
8		SY	Geotextile Fabric Type RR	\$15.00	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		City of Minot Downtown Infrastructure Improvements Project				Application Number: 13											
Application Period:		10/15/16 thru 05/17/2017				Application Date: 11/30/2016											
A		B		C		D		E		F							
Item		Contract Information				Estimated Quantity Installed		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)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)												
2	Remove and Re-install Pedestrian Crossing Signal	1	EA	\$5,000.00	\$5,000.00	1		\$5,000.00				\$5,000.00		100.0%			
3	1" HDPE Continuous Underground Electrical Conduit for Future Audio Cable	100	LF	\$6.00	\$600.00	100		\$600.00				\$600.00		100.0%			
Total of all Schedule G Bid Prices, Items 1-3																	
SCHEDULE H: STREETLIGHTS ELECTRICAL/STREET LIGHTING																	
1	Street Intersection Light Pole Assembly W/LED Luminaire	37	EA	\$7,450.00	\$275,650.00	37		\$275,650.00				\$275,650.00		100.0%			
2	Street Pedestrian Light Pole Assembly W/LED Luminaire	13	EA	\$5,000.00	\$65,000.00	13		\$65,000.00				\$65,000.00		100.0%			
3	2" HDPE Continuous Underground Electrical Conduit	12099.6	LF	\$8.00	\$96,796.80	12099.6		\$96,796.80				\$96,796.80		100.0%			
4	#1 XHHW Wire in Conduit	39540	LF	\$2.00	\$79,080.00	39540		\$79,080.00				\$79,080.00		100.0%			
5	Utility Service Connections-240/120V 1 phase (Riser Conduit, Conductors, C	5	EA	\$8,000.00	\$40,000.00	5		\$40,000.00				\$40,000.00		100.0%			
6	Panelboards-NEMA 1 240/120V, 1-phase	4	EA	\$6,000.00	\$24,000.00	4		\$24,000.00				\$24,000.00		100.0%			
7	Panelboards-NEMA 3R, 240/120V, 1-phase		EA	\$6,500.00													
8	Feed Point Enclosures-NEMA 3R	6	EA	\$3,500.00	\$21,000.00	6		\$21,000.00						100.0%			
9	Pull Box, 24"x18"x24"	13	EA	\$5,000.00	\$65,000.00	13		\$65,000.00						100.0%			
10	Pull Box, 30"x24"x24"	4	EA	\$3,200.00	\$12,800.00	4		\$12,800.00						100.0%			
11	3" Schedule 80 PVC Cased Boring (at RR Crossings)	70	LF	\$185.00	\$12,950.00	70		\$12,950.00						100.0%			
12	CO#4 - Relocate Light Bases	1	LS	\$1,299.00	\$1,299.00	1		\$1,299.00						100.0%			
Total of all Schedule H Bid Prices, Items 1-12																	
SCHEDULE I: STREETScape																	
1	49" Strap Bench	6	EA	\$1,360.00	\$8,160.00	6		\$8,160.00						100.0%			
2	70" Strap Bench	2	EA	\$1,585.00	\$3,170.00	2		\$3,170.00						100.0%			
3	32" Strap Bench	6	EA	\$1,180.00	\$7,080.00	6		\$7,080.00						100.0%			
4	Litter Receptacle	9	EA	\$3,140.00	\$28,260.00	9		\$28,260.00						100.0%			
5	Curved Benches	4	EA	\$2,610.00	\$10,440.00	4		\$10,440.00						100.0%			
6	Intersection Planter-Concrete Curb 6" Wide by 18" Deep	185	LF	\$125.00	\$23,125.00	185		\$23,125.00						100.0%			
Total of all Schedule I Bid Prices, Items 1-6																	
SCHEDULE J: ITEMS NOT ELIGIBLE FOR EDA FUNDING																	
1	2" Potable Water Service w/k Copper, Saddle, Corporation Stop and Curb Stop	9	EA	\$3,500.00	\$31,500.00	9		\$31,500.00						100.0%			
2	1.5" Potable Water Service w/k Copper, Saddle, Corporation Stop and Curb S	44	EA	\$2,500.00	\$110,000.00	44		\$110,000.00						100.0%			
3	Sanitary Sewer Service Connections w/PVC Wye and PVC Pipe	73	EA	\$2,500.00	\$182,500.00	73		\$182,500.00						100.0%			
4	Spare Street Intersection Pole and Luminaire	3	EA	\$6,000.00	\$18,000.00	3		\$18,000.00						100.0%			
5	Spare Pedestrian Pole and Luminaire	1	EA	\$3,400.00	\$3,400.00	1		\$3,400.00						100.0%			
6	Streetlight Hanging Basket Arm	10	EA	\$420.00	\$4,200.00	10		\$4,200.00						100.0%			
7	CO#4 - Hanging Basket Quantity 10 to 0		EA														
8	Custom Bump-out Stamp and Tools (Provide to Owner Upon Completion)	1	EA	\$3,000.00	\$3,000.00	1		\$3,000.00						100.0%			
9	Stamped Concrete Sidewalks at Intersection Bump-outs	33	SY	\$217.00	\$7,161.00	33		\$7,161.00						100.0%			
10	CO#4 - Main Street Tree Lighting	1	LS	\$676.00	\$676.00	1		\$676.00						100.0%			
Total of all Schedule J Bid Prices, Items 1-10																	
TOTAL OF ALL SCHEDULES A-J BID PRICES																	



Minot Office

P

701.852.7931

F

701.858.5655

18 3rd Street SE, Suite 100 | Minot ND 58701

May 17, 2017

Lance Meyer, PE
City Engineer
515 2nd Ave. SW
Minot, ND 58701

**Subject: Downtown Infrastructure Improvements Project – Phase 1
City Project 3608
Houston Engineering Project No. 7926-001**

Dear Lance:

Strata Corporation has completed their punchlist and has submitted their final application for payment. We recommend final payment in the amount of \$10,000.00 to close out the contract.

Attached is the final application for payment which includes a lien release. Releases are also attached from Strata's major subcontractors. The final change order (No. 6) was previously executed and a copy is also attached.

If you have any questions or require additional information, please contact me at (701) 852-7931 or by email at doshea@houstoneng.com.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Dave O'Shea", is written over a light blue horizontal line.

Dave O'Shea, PE
Sr. Project Manager

Attachments

c: Lyndsay Ulrickson, SBPC

RECEIVED MAY 18 2017

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from the City of Minot in the sum of \$10,000.00 payable to Strata Corporation and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of Contract 3608-Minot Downtown Infrastructure Improvement Project Phase 1.

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished to the City of Minot or to the jobsite, except for disputed claims for extra work in the amount of \$0. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: 5-17-2017

Strata Corporation

By: Andrew Engelbartsen

Title: Project Manager

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

TOM'S BACKHOE
SERVICE INC

Job#: 2-15-508

Facility Name: MINOT,CTY/HOUSTON ENGINEERING

DOWNTOWN INFRASTRUCTURE IMP

Dated: 2/17/2017

PHASE 1 - CP# 3608 - MINOT

The undersigned hereby acknowledges receipt of the sum of \$ 283,552.20

and total payments to date of \$ 4,860,964.26 thru estimate # 15R

CHECK ONE ONLY

- 1) ☐ as partial payment for labor, skill and material furnished
- 2) ☐ as payment for all labor, skill and material furnished or to be furnished(except
the sum of \$ _____ retainage or hold back)
- 3) ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the
to the following described real property: (legal description, street address or project name)

CITY OF MINOT/HOUSTON ENGINEERING-DOWNTOWN INFRASTRUCTURE IMP-PH 1-CP#3608-MINOT

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 (only for the amount paid if Box 1 is checked, and except for retainage shown in
Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has
been paid in full, EXCEPT:

Note: If this instrument is executed by a
corporation, it must be signed by an
officer, and if executed by a partnership,
it must be signed by a partner.

Tom's Backhoe Service
By: Kathy Thompson
President
(title)
323 Woodland Hills Ln
(address)
Brainerd MN 56401

Please complete and return to: **Strata Corporation-
Construction Division
PO Box 13500
Grand Forks, ND 58208
or derek.dullum@stratacorporation.com**

CK# 557705

2/20/17

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

3-D SPECIALTIES -
FARGO

Job#: 2-15-508

Facility Name: MINOT, CTY/HOUSTON ENGINEERING

Dated: 2/17/2017

DOWNTOWN INFRASTRUCTURE IMP

PHASE 1 - CP# 3608 - MINOT

The undersigned hereby acknowledges receipt of the sum of \$ 14,430.57
and total payments to date of \$ 324,765.80 thru estimate # 11R

CHECK ONE ONLY

- 1) ☐ as partial payment for labor, skill and material furnished
- 2) ☐ as payment for all labor, skill and material furnished or to be furnished (except
the sum of \$ _____ retainage or hold back)
- 3) ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the
to the following described real property: (legal description, street address or project name)

CITY OF MINOT/HOUSTON ENGINEERING-DOWNTOWN INFRASTRUCTURE IMP-PH 1-CP#3608-MINOT

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 (only for the amount paid if Box 1 is checked, and except for retainage shown in
Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has
been paid in full, EXCEPT:

Note: If this instrument is executed by a
corporation, it must be signed by an
officer, and if executed by a partnership,
it must be signed by a partner.

3-D Specialties Inc
By: [Signature]
Project Manager
(title)
1915 20th Ave SE.
(address)
Minot ND 58701

Please complete and return to: **Strata Corporation-
Construction Division
PO Box 13500
Grand Forks, ND 58208
or derek.dullum@stratacorporation.com**

CK# 557703

2/23/17

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

KELLER PAVING /
LANDSCAPING

Job#: 2-15-508

Facility Name: MINOT, CTY/HOUSTON ENGINEERING

DOWNTOWN INFRASTRUCTURE IMP

Dated: 2/17/2017

PHASE 1 - CP# 3608 - MINOT

The undersigned hereby acknowledges receipt of the sum of \$ 6,245.25

and total payments to date of \$ 135,077.17 thru estimate # 5RR

CHECK ONE ONLY

- 1) ☐ as partial payment for labor, skill and material furnished
- 2) ☐ as payment for all labor, skill and material furnished or to be furnished (except
the sum of \$ _____ retainage or hold back)
- 3) ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the
to the following described real property: (legal description, street address or project name)

CITY OF MINOT/HOUSTON ENGINEERING-DOWNTOWN INFRASTRUCTURE IMP-PH 1-CP#3608-MINOT

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 (only for the amount paid if Box 1 is checked, and except for retainage shown in
Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has
been paid in full, EXCEPT:

Note: If this instrument is executed by a
corporation, it must be signed by an
officer, and if executed by a partnership,
it must be signed by a partner.

By: *Justin [Signature]*

Estimator

(title)

1820 Highway 2 Bypass E

(address)

Minot, ND 58701

Please complete and return to:

Strata Corporation-
Construction Division
PO Box 13500
Grand Forks, ND 58208
or derek.dullum@stratacorporation.com

CK# 557695

STRATA CORP CONSTRUCTION DIV
P.O. BOX 13500
728 RED DOG PLACE
GRAND FORKS, ND 58208-3500

TO: STRATA CORP CONSTRUCTION DIV
P.O. BOX 13500
GRAND FORKS, ND 58208-3500


Subcontractor Payment Request and
Certificate and Waiver and Release of Lien
From: WEST RIVER STEELING CO
3101 37TH ST NE
MINOT, ND 58554
Vendor 21320 Contract 00001
Job Sub
SCH B-4" LINE EPOXY
Number Job Description
21508 6 MINOT, CTR-CP#3608

This invoice is for materials and labor performed thru 09/09/0000

Item Number	Description	Unit	Price	Quantity	Amount	Unit	Amount	Price	Units	Amount	Prior	to Date
001	SCH B-4" LINE EPOXY	LF	3.240	2573.0000	8336.52			1807.5000		5856.30		72.67
002	6" LINE-PREF PAINT MK	LF	15.450	2209.0000	34129.05	189.50	2,927.78	1931.5000		29841.68		274.55
003	8" LINE-PREF PAINT MK	LF	18.550	100.0000	1855.00			.0000		.00		.00
004	24" LINE-PREF PAINT MK	LF	21.330	376.0000	8020.08	33.00	703.89	330.0000		7038.90		94.36
005	MSG GRAY-PREF PAINT	SF	16.550	64.0000	1059.20			.0000		.00		.00
006	4" THERMO PLASTIC	LF	5.980	80.0000	478.40	69.30	414.41	.0000		.00		.00
007	MSG-THERMOPLASTIC	SF	17.870	32.0000	571.84	32.00	571.84	.0000		.00		.00

Gross amount earned
Less retainerage
Net amount earned

41617.92
0.00
41617.92
42736.88
441.58
42295.30
Retaining will be released 2/17/17.
Final quantities will be paid after
we get paid by the owner.

WEST RIVER STEELING CO
By: 
Date: 2/22/17

2/23/12

STAYNA CORP CONSTRUCTION DIV
P.O. BOX 13508
728 RED DOG PLACE
GRAND FORKS, ND 58208-3500

Subcontractor Payment Request and
Certificate and Waiver and Release of Lien Date 2/16/17

TO: STAYNA CORP CONSTRUCTION DIV
P.O. BOX 13508
GRAND FORKS, ND 58208-3500

From: PREMIER LANDSCAPING
PO BOX 606
MINOT, ND 58702

Vendor 25364 Contract 00001
SCH A-MOBILIZATION

This invoice is for materials and labor performed thru 02/02/0000

Job Number 215508
Job Sub Description MINOT, CTR-CP#3603

Item Number	Description	Unit	Unit Price	Quantity	Amount	Units	Amount	Prior Units	Prior Amount	to Date
001	SCH A-MOBILIZATION	LS	.000	.0000	2200.00			.0000	2200.00	.00
002	SCH F-12" DIA IRRIGATION	LF	4.150	2166.0000	8905.90			48.0000	199.20	.00
003	MOCK LOGS	EA	225.000	78.0000	17550.00			23.0000	5175.00	450.00
004	HYDRO-WALLS BREWING	SY	2.250	1912.0000	4302.00			702.0000	1579.50	.00
005	LEAST PROTECTION	BA	225.000	35.0000	8775.00			24.0000	5400.00	225.00
006	SLIT FENCE	LF	3.350	750.0000	2512.50			94.0000	314.90	.00

Gross amount earned:

854.69

14860.60

Less retainage

0.00

675.00

Net amount earned

854.69

14185.60

To be released 2/17/17
Final amount to be released
upon payment from owner.

PREMIER LANDSCAPING

By:

Date: 2/17/2017

2/17/17

12/17

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

PREMIER
LANDSCAPING

Job#: 2-15-508

Facility Name: MINOT, CTY/HOUSTON ENGINEERING

DOWNTOWN INFRASTRUCTURE IMP

Dated: 2/17/2017

PHASE 1 - CP# 3608 - MINOT

The undersigned hereby acknowledges receipt of the sum of \$ 675.00

and total payments to date of \$ 14,868.60 thru estimate # 6R

CHECK ONE ONLY

- 1) ☒ as partial payment for labor, skill and material furnished
- 2) ☐ as payment for all labor, skill and material furnished or to be furnished (except
the sum of \$ _____ retainage or hold back)
- 3) ☐ as full and final payment for all labor, skill and material furnished or to be furnished to the
to the following described real property: (legal description, street address or project name)

CITY OF MINOT/HOUSTON ENGINEERING-DOWNTOWN INFRASTRUCTURE IMP-PH 1-CP#3608-MINOT

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 (only for the amount paid if Box 1 is checked, and except for retainage shown in
Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has
been paid in full, EXCEPT:

Note: If this instrument is executed by a
corporation, it must be signed by an
officer, and if executed by a partnership,
it must be signed by a partner.

Billy Ziegler
By: [Signature]
President
(title)
PO Box 606
(address)
Minot, ND 58702

Please complete and return to: **Strata Corporation-
Construction Division
PO Box 13500
Grand Forks, ND 58208
or derek.dullum@stratacorporation.com**

CK# 557698

127/17
RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

B W CONCRETE INC

Job#: 2-15-508

Facility Name: MINOT, CTY/HOUSTON ENGINEERING

DOWNTOWN INFRASTRUCTURE IMP

Dated: 2/17/2017

PHASE 1 - CP# 3608 - MINOT

The undersigned hereby acknowledges receipt of the sum of \$ 3,088.80

and total payments to date of \$ 48,004.00 thru estimate # 2RR

CHECK ONE ONLY

- 1) ☐ as partial payment for labor, skill and material furnished
- 2) ☐ as payment for all labor, skill and material furnished or to be furnished (except
the sum of \$ _____ retainage or hold back)
- 3) ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the
to the following described real property: (legal description, street address or project name)

CITY OF MINOT/HOUSTON ENGINEERING-DOWNTOWN INFRASTRUCTURE IMP-PH 1-CP#3608-MINOT

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 (only for the amount paid if Box 1 is checked, and except for retainage shown in Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid in full, EXCEPT:

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

By [Signature]
Sec Treasurer
PO Box 909 (title)
Convalles, Mt 59828 (address)

Please complete and return to: **Strata Corporation-
Construction Division
PO Box 13500
Grand Forks, ND 58208
or derek.duillum@stratacorporation.com**

CK# 557684



TO: Mayor Chuck Barney
Members of the City Council

FROM: Sunil Jeboo, Traffic Engineer

DATE: May 8, 2017

**SUBJECT: PERKETT ELEMENTARY SAFE ROUTES TO SCHOOL
FINAL PAYMENT (3874)**

RECOMMENDED ACTION

1. Recommend final payment approval to the North Dakota Department of Transportation (NDDOT) in the amount of \$529.72.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	701-857-4101
Jacqueline Melcher, Assistant City Engineer	701-857-4132
Sunil Jeboo, Traffic Engineer	701-857-4111

III. DESCRIPTION

A. Background

The Perkett Elementary Safe Routes to School project was funded through the NDDOT's Transportation Alternatives Program (TAP). TAP funds require matching monies at a ratio of 80.93% federal and 19.07% local.

The project was completed in August of 2016. The NDDOT has reviewed project records and approved final payment to the contractor.

Pursuant to the agreement entered into between the City of Minot and the NDDOT, the NDDOT has submitted a final billing in the amount of \$529.72.

B. Proposed Project – N/A

C. Consultant Selection – N/A

IV. IMPACT:

A. Strategic Impact: – N/A

B. Service/Delivery Impact: – N/A

C. Fiscal Impact:

Funding for the City's cost share was previously approved by City Council and included in the 2015 Capital Improvements Plan.

Project Costs

Total Construction Cost:	\$ 144,200.56
19.07% Local Cost Share:	\$ 27,499.05
Less Previous Billings:	(\$ 26,969.33)
Total Due NDDOT:	\$ 529.72

Project Funding

413-8700-431.41-60	\$ 529.72
--------------------	-----------

V. ALTERNATIVES

Alt 1. – N/A

Alt 2. – N/A

VI. TIME CONSTRAINTS

Council's approval of the recommendation will allow final payment to be released to the NDDOT.

VII. LIST OF ATTACHMENTS

- A. NDDOT Final Payment Notification Letter
- B. NDDOT Invoice
- C. Contractor's Final Pay Application

Approved for Council Agenda: _____
Tom Barry, City Manager

Date: _____



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Doug Burgum
Governor

APRIL 27, 2017

CINDY HEMPHILL
CITY OF MINOT
PO BOX 5006
MINOT ND 58702-5006


PROJECT: TAU-4989(118)119 – PERKETT ELEMENTARY SCHOOL
SIDEWALKS

Pursuant to the agreement entered into between the City of Minot, and the ND
Department of Transportation on February 6, 2015, we are submitting a final
billing in the amount of \$529.72.

The above amount was calculated as follows:

Construction	\$144,200.56 x 19.07% = \$27,499.05
Less: Federal Limit	(0.00)
Subtotal	27,499.05
Less: Previous Billings	(26,969.33) MS
Due NDDOT	<u>\$ 529.72</u> ✓

A copy of the contractor's final payment estimate #3 is enclosed.


JULIE FLECK
FEDERAL AID ACCOUNTANT

413-8700-431.41-60
#3874

50/jf/cpm
Enclosures

DEPARTMENT OF TRANSPORTATION
INVOICE

Please Remit Payment To:
Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505 - 0700

For Any Questions
Please Contact:
701-328-2635

Customer: MINOT

<u>Invoice #</u>	<u>Invoice Date</u>	<u>Project Description</u>	<u>Project</u>	<u>Amount</u>
0001805135	4/26/2017	PROJECT: TAU-4989(118)119 PERKETT ELEM SCHOOL SIDEWALKS FINAL BILLING	TAU4989118119	529.72

Please include Invoice # along with Payment.

North Dakota Department of Transportation
Final Progressive Estimate Number 3

Project: TAU-4-989(118)119
Type: SIDEWALK, CROSSWALK, AND ADA RAMPS

PCN: 20771

Covering Period From 10/27/2016 To 01/27/2017

Contractor
TI-ZACK CONCRETE INC
39352 221ST AVE
LE CENTER MN 560574131

Length: 0.43
Contract Cost \$139,388.50
Change Orders Estimated: \$0.00
County: Ward

Vendor Number: 132429
Funding Doc No: P498911A 8281

Assignment

Funding Sources	TAP FUNDS	Totals
Total Work Done to Date	144,200.56	144,200.56
Retainage	0.00	0.00
Previous Retainage	1,428.51	1,428.51
Retainage this Period	-1,428.51	-1,428.51
Liquidated Damages		
0.0 Days to Date	0.00	0.00
0.0 Days to Previous	0.00	0.00
0.0 Days this Period	0.00	0.00
Total Due to Date	144,200.56	144,200.56
Previous Payments	141,422.79	141,422.79
Payment Due this Estimate	2,777.77	2,777.77

NP Funding Sources	TAP FUNDS
Total Work Done to Date	0.00
Retainage	0.00
Previous Retainage	0.00
Retainage this Period	0.00
Liquidated Damages	
0.0 Days to Date	0.00
0.0 Days to Previous	0.00
0.0 Days this Period	0.00
Total Due to Date	0.00
Previous Payments	0.00
Payment Due this Estimate	0.00

Engineer: Sunil Jeboo, CITY OF MINOT

District Engineer: Robert Allen

Construction Engineer: Cal Gendreau

Pay Quantities Date Range From 12/12/2016 To 12/13/2016

4/10/2017

North Dakota Department of Transportation
Progressive Estimate Details

Project: TAU-4-989(118)119

PCN: 20771

Date Submitted For Payment: 04/04/2017

Letting Date: 10/09/2015

SubProject: 1 SIDEWALK, CROSSWALK, AND ADA RAMPS

Spec. No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	QUANTITIES		AMOUNT		Projected Quantity
								Current	Total to Date	Current	Total to Date	
Bid Items and Change Orders												
103	100		CONTRACT BOND	1.000	L SUM	1,650.000	1,650.00	0.330	1.000	544.50	1,650.00	100.00
201	330		CLEARING & GRUBBING	1.000	L SUM	2,500.000	2,500.00		1.000		2,500.00	100.00
202	112		REMOVAL OF CONCRETE	269.000	SY	10.000	2,690.00		139.500		1,395.00	51.86
202	130		REMOVAL OF CURB & GUTTER	198.000	LF	12.000	2,376.00		477.000		5,724.00	240.91
202	132		REMOVAL OF BITUMINOUS SURFACING	61.000	SY	4.000	244.00		113.100		452.40	185.41
203	103		COMMON EXCAVATION-TYPE C	312.000	CY	16.000	4,992.00		312.000		4,992.00	100.00
216	100		WATER	19.000	M GAL	44.000	836.00					
251	300		SEEDING CLASS III	0.130	ACRE	11,000.000	1,430.00		0.130		1,430.00	100.00
253	201		HYDRAULIC MULCH	0.130	ACRE	11,000.000	1,430.00		0.130		1,430.00	100.00
302	120		AGGREGATE BASE COURSE CL 5	265.000	TON	30.000	7,950.00		300.370		9,011.10	113.35
430	500		COMMERCIAL GRADE HOT MIX ASPHALT	13.000	TON	250.000	3,250.00		21.992		5,498.00	169.17
702	100		MOBILIZATION	1.000	L SUM	9,000.000	9,000.00		1.000		9,000.00	100.00
704	1000		TRAFFIC CONTROL SIGNS	413.000	UNIT	2.000	826.00		413.000		826.00	100.00
704	1052		TYPE III BARRICADE	5.000	EA	100.000	500.00		5.000		500.00	100.00
704	1067		TUBULAR MARKERS	176.000	EA	5.500	968.00		176.000		968.00	100.00
748	140		CURB & GUTTER-TYPE I	198.000	LF	36.000	7,128.00		477.000		17,172.00	240.91
748	1080		VALLEY GUTTER-TYPE I 48IN	229.000	SY	85.000	19,465.00		113.100		9,613.50	49.39
750	115		SIDEWALK CONCRETE 4IN	1,019.000	SY	62.000	63,178.00	12.980	1,032.880	804.76	64,038.56	101.36
750	2115		DETECTABLE WARNING PANELS	140.000	SF	30.000	4,200.00		160.000		4,800.00	114.29
754	110		FLAT SHEET FOR SIGNS-TYPE XI REFL SHE	13.500	SF	25.000	337.50					
754	206		STEEL GALV POSTS-TELESCOPING PERFO	29.000	LF	22.000	638.00					
754	593		RESET SIGN SUPPORT	4.000	EA	150.000	600.00					
762	1325		PREFORMED PATTERNED PVMT MK 24IN LI	64.000	LF	50.000	3,200.00		64.000		3,200.00	100.00
Total Current Amount:										\$1,349.26		
Total Bid Amount							\$139,388.50				\$144,200.56	
Total:							\$139,388.50				\$144,200.56	
Total Project Current Amount										\$1,349.26		
Total Project Bid Amounts							\$139,388.50				\$144,200.56	
Total Project:							\$139,388.50				\$144,200.56	



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Derek Hackett, Public Information Officer*

DATE: *05/30/2017*

SUBJECT: **BUDGET AMENDMENT – Transfer Funds from Planning to City Manager**

I. RECOMMENDED ACTION

Recommend the Committee and Council pass an ordinance to amend the 2017 annual budget to transfer \$21,112 from the Planning department to the City Manager department.

II. DEPARTMENT CONTACT PERSONS

Derek Hackett, Public Information Officer	857-4727
Tom Barry, City Manager	857-4721

III. DESCRIPTION

A. Background

1. The available funds will be used to pay for a part-time communication intern to assist the Public Information Officer with external communication.

IV. IMPACT:

A. Strategic Impact:

The addition of added help will allow for better, more consistent communication efforts to the citizens of Minot from the City of Minot.

B. Service/Delivery Impact:

The intern will assist with press releases, web updates and social media management along with various other communication tasks.

C. Fiscal Impact:

There will be no financial impact with the transferring of funds. The current dollars are expected to remain unused by the planning department.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2017 ANNUAL BUDGET TO INCREASE
THE CITY MANAGER SALARY & BENEFITS AND DECREASE THE
PLANNING DEPARTMENT SALARY & BENEFITS FOR PUBLIC
INFORMATION OFFICER INTERN, BRYAN OBENCHAIN.**

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

- §1: The 2017 annual budget to increase the City Manager salary & benefits and decrease the Planning Department salary & benefits for Public Information Officer, Bryan Obenchain.

001-0200-413.01-30		\$21,112
001-0200-413.02-20		1,309
001-0200-413.02-21		306
001-3500-419.01-10		(21,112)
001-3500-419.02-20		(1,309)
001-3500-419.02-21		(306)

- §2: 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

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2017 ANNUAL BUDGET TO INCREASE THE
VEHICLE MAINTENANCE OPERATION SUPPLIES EXPENDITURES AND
DECREASE THE CAPITAL EQUIPMENT EXPENDITURES FOR THE PURCHASE OF
MOBILE COLUMN LIFTS & STANDS AND APPROVE THE TRANSFER OF FUNDS.**

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

- §1: Amend the 2017 annual budget to increase the Vehicle Maintenance Operation Supplies Expenditures and decrease the Capital Equipment Expenditures for the purchase of mobile column lifts & stand and approve the transfer of funds.

001-3900-419.06-50		\$6,369
429-7300-419.07-93		(6,369)

- §2: Approve the transfer of funds:

001-3900-419.06-50	SHP007	6,368.61
429-7300-419.07-93	SHP007	(6,368.61)
429-0000-491.30-00	SHP007	(6,368.61)
001-0000-391.34-19	SHP007	6,368.61

- §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



300 3rd Ave SW Suite A
Minot, ND 58701
(701) 839-4547

BID TABULATION FORM

PROJECT: Minot Municipal Auditorium Roof Top Condensing Units Removal and Replacement
LOCATION: Minot, ND
PROJ. NO: 20171980
BID DATE: Tuesday, May 9, 2017
BID TIME: 11:00 a.m. local time

							ALTERNATES					
							1		2		3	
BIDDERS	SINGLE PRIME	COMBINED	LICENSE NO.	BID SECURITY	ADDENDUM #	BASE BID	REMOVAL OF EXISTING SUPPLY AND RETURN HEAT PIPING MAINS ABOVE THE CEILING		REPLACEMENT OF ALL SUPPLY DIFFUSERS NOT COVERED UNDER BASE BID		REPLACEMENT OF CONTROL DAMPERS NOT COVERED UNDER BASE BID	
							Price	Days	Price	Days	Price	Days
C & C Plumbing and Heating LLP		✓	A24367	✓	1-2	\$799,118.00	\$28,948.00	10	\$15,127.00	5	\$13,459.00	3
Connole & Somerville Heating & Air Conditioning, Inc.		✓	A31478	✓	1-2	\$762,887.00	\$26,440.00	0	\$13,845.00	0	\$20,450.00	0
Minot Plumbing & Heating Company		✓	A176	✓	1-2	\$617,713.00	\$17,800.00	0	\$15,300.00	0	\$21,800.00	0
Burlington Electric, Inc.	✓		A33636	✓	1-2	\$18,398.00	No Bid	-	No Bid	-	No Bid	-
Mowbray & Son Plumbing & Heating, Inc.		✓	A780	✓	1-2	\$684,140.00	\$57,724.00	10	\$16,300.00	4	\$11,350.00	3

The undersigned certifies this Bid Tabulation.

Signed: 
Gloria Larsgaard, AIA

May 15, 2017

City of Minot
 Scott Collins
 420 3rd Ave SW,
 Minot, ND 58701

Re: Auditorium Mechanical Improvements

Subject: Bid recommendation

Dear Scott,

Bids on the above referenced project were opened on May 9th, 2017 at 11:00 AM. A total of 5 bids were received: 4 Prime Mechanical Combined Contractors bids and 1 Electrical Contractor bid. The bids were checked for mathematical accuracy and no discrepancies were found. A complete tabulation of the bids received is attached.

Upon review of the bids, we find Minot Plumbing and Heating to be the successful bidder for the single combined contract at a bid price of \$617,713.00.

EAPC also advises to accept the following alternates:

Alternate No.2: Replacement of all supply diffusers not included in Base Bid	\$ 15,300
Alternate No.3: Replacement of control dampers not included in Base Bid	\$ 21,800

Based upon the bid, the following is a revised estimate of the total project construction cost:

Mechanical Combined Construction Contract

Base Bid:	\$ 617,712.00
Alternate No. 2 – Add	\$ 15,300.00
Alternate No. 3 – Add	\$ <u>21,800.00</u>
 Total Construction Contract	 \$ 654,812.00
 A/E Fees	 \$ 35,000.00
Contingency:	\$ <u>10,188.00</u>
Total Budget	\$ 700,000.00

We will prepare a Notice of Award as soon as we receive confirmation that the City Council has approved the bid and is ready to proceed.

Please contact me at 701-839-4547 with any questions.



Sincerely,

A handwritten signature in blue ink, appearing to read 'Richard Larsgaard', written in a cursive style.

Richard Larsgaard

Enclosure(s): Bid Tabulation



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Scott Collins, Recreation/Auditorium Director*

DATE: *May 15, 2017*

SUBJECT: **Auditorium Roof Top Condensing Units (REC029)**

I. RECOMMENDED ACTION

1. Recommend City Council award bid for the Replacing Six Auditorium Roof Top Condensing units to Minot Plumbing & Heating in the amount of \$654,812. This amount includes Alternate's #2 (\$15,300), which will replace all supply diffusers not included in base bid & #3 (\$21,800), which will replace control dampers not included in the base bid.
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Scott Collins, Recreation/Auditorium Director	857-4730
Brock Harstad, Recreation/Auditorium Foreman	857-4736

III. DESCRIPTION

- A. Background
The Auditorium budgeted \$700,000 to remove and replace the existing six Rooftop Condensing Units.
- B. Proposed Project
Last year, five of the six units were not working and only four of them could be repaired. The units were installed in the late 70's and are in need of replacement. The units will be switched over to a Natural Gas system.
- C. Consultant Selection
Bids were opened May 9th and 5 bids were received. The low bidder for the base bid was Minot Plumbing and Heating with a bid of \$617,713. There were three alternates included in the bid. Alternates #2 and #3 were accepted at a cost of \$37,100. Engineering costs for the project are \$35,000. The total bid price (including alternates) is \$689, 812.

IV. IMPACT:

- A. Strategic Impact:
This project is one of the last major projects the Auditorium needs done to update the building's infrastructure needs.

B. Service/Delivery Impact:

This project will update our heating and cooling system in the Main Arena and allow us to control air flow and temperature at a much more efficient level.

C. Fiscal Impact:

The money for this project is included in the Auditorium Sales Tax Maintenance Fund.

Project Costs

Base Bid	\$617,712
Alternate #2 – Add	\$ 15,300
Alternate #3 – Add	<u>\$ 21,800</u>

Total Construction Contract	\$654,812
-----------------------------	-----------

Consultant	\$ 35,000
Project Contingency	<u>\$ 10,188</u>
Total	\$700,000

Project Funding

Auditorium Sales Tax Maintenance Fund Budget	\$700,000
--	------------------

V. **LIST OF ATTACHMENTS**

Place your list of attachments here, in order they were referenced in the document. For example:

- A. Engineer's Bid Recommendation
- B. Engineer's Bid Tab



TO: Mayor Chuck Barney
Members of the City Council

FROM: Police Department

DATE: 5/19/2017

SUBJECT: ACCEPTANCE OF BIDS FOR PD EXTERNAL VEST PURCHASE (PD0134)

RECOMMENDED ACTION

1. Recommend acceptance and award bid to Streicher's for the amount of \$24,767.30 and

-
2. Authorize the Mayor to sign the agreement

I. DEPARTMENT CONTACT PERSONS

Jason Olson	857-4715
Jason Sundbakken	857-4702

II. DESCRIPTION

A. Background

On March 30, 2017, the Minot Police Department was awarded a WSI Ergonomic Initiative Grant. The purpose of the grant was to provide officers equipment solutions/options to assist in mitigating back injuries and/or discomfort.

B. Proposed Project

Goal is to equip officers with external load bearing vest option.

C. Consultant Selection

Sent notifications of bid letting for project via email and newspaper. Three (3) sealed bids were received. (attached)

III. IMPACT:

A. Strategic Impact:

Provide officers options to potentially mitigate long term back injury.

B. Service/Delivery Impact:

Purchase of external load bearing vests will reduce the amount of weight on an officer's lower back. This redistribution of weight may reduce lower back injury over time for our officers.

C. Fiscal Impact:

The majority of this project is funded by the WSI Ergonomic Initiative Grant. This grant was awarded to the Minot Police Department on March 30, 2017 for \$23,013.75. The grant is a

*75/25% agency cost share split. The grant's 75% of the recommended bid approval of \$24,767.30 is **\$18,575.48**. The remaining amount (\$6,191.82) would be paid for by a private donation in existing 2017 PD budget 001-2100-421.06-50.*

Project Costs

WSI Grant	\$23,013.75
Adjustment for 75/25% cost share	- \$4,438
Adjusted WSI Grant (75%)	\$18,575.48
PD Cost Share (25%) by Private Donation (001-2100-421.06-50)	<u>\$6,191.82</u>
Total	\$24,767.30

V. ALTERNATIVES

Alt 1. Attempt to fund the project in its entirety through PD budget, therefore compromising other existing needs for 2017.

Alt 2. Not accepting grant award and continue with current course of equipment for officers.

VI. TIME CONSTRAINTS

According to parameters of grant acceptance, funding must be spent 45 days from date grant was awarded which was March 30, 2017. A short extension was granted to allow for approval of bid process.

VII. LIST OF ATTACHMENTS

Place your list of attachments here, in order they were referenced in the document. For example:

- A. Streichers bid
- B. Uniform Center bid
- C. Balco Uniforms bid
- D. WSI Grant Award letter



North Dakota Workforce
Safety & Insurance

Bryan Klipfel
Director

Jason Sundbakken
Minot City Of
P.O. Box 5006
Minot ND 58702-5006

March 30, 2017

**Account
Information**

Employer account number: 114488
Grant Award number: 58106

**Reason
For Letter**

Workforce Safety & Insurance (WSI) is pleased to award Minot City Of a grant under the Ergonomic Phase II Grant Program for \$23,013.75. WSI assigned Grant Award number 58106 for the application received on 03/27/2017. Include this number on all correspondence with WSI.

Following are the approved items: 85-External Load Bearing Vests; 85-Universal Molle Radio Pouch; 85-Double Side Arm Mag Pouch; 85-Double Handcuff Pouch; 85-Flashlight/Baton pouch; 85-Administrative Pouch; 85-Molle Body Camera Mount. The base shirts were denied as their is not an ergonomic benefit for them.

Required Action

The enclosed Ergonomic Phase II Grant Agreement (LC2) outlines the terms and conditions of accepting our grant. Sign, date, and return the agreement to WSI by mail or fax or you may email the signed agreement to eljohnson@nd.gov.

**Additional
Information**

WSI will provide you a copy of the executed agreement once both parties have signed and dated it. Purchases cannot be made until you receive the executed agreement from WSI. The agreement expires 12 months from the effective date.

You have 45 days from the agreement effective date to order or purchase the approved ergonomic equipment. Any equipment ordered, funds expended, or invoices dated prior to the agreement effective date, are not eligible for reimbursement.

Submit the attached Ergonomic Grant Reimbursement Request (LC3) form, invoice(s), and proof of payment(s) to WSI for reimbursement of the approved ergonomic equipment. To ensure timely processing include the Grant Award number 58106 on the form.

**For More
Information**

Call me at 701-328-3868 if you have any questions.

Sincerely,

Elizabeth Johnson, Grant Program Specialist

Enclosures: Ergonomic Phase II Grant Program Agreement (LC2)
Ergonomic Grant Reimbursement Request (LC3) form

LC901



BALCO Uniform Co., Inc.
200 Northstar Lane
Bozeman, MT 59718
1-800-544-1270

QUOTATION

Order Number:	46426
Customer Number:	10322
Order Date:	5/5/2017
Invoice Date:	NA

Bill-To

Minot Police Department
Jason Sundbakken
515 2nd Ave. SW
Minot, ND 58701
(701)852-0111
jason.sundbakken@minotnd.org

Ship-To

Same As Bill-To

Ship-Via

Drop-ship from factory
357 lbs

Payment Information

Net 30

Additional Information

Price includes personal sizing in Minot of 85 officers (estimated 3 day trip from Bozeman, MT).

Note 1: POLICE ID is included, pick a lettering color of black, gold, white, gray or other.

Note 2: Nametapes are often velcroed to the right chest. These are available at \$7.20 each

Order Reference #: Carrier bid

Quoted Items

	Item Number	Item Name	Qty	Cost	Ext Cost
	M1Y-NT1-POL-BLK	Oregon City Carrier Front Opening - Dark Navy - POLICE - BLACK This price includes travel & personal sizing for BALCO Rep. to Minot PD	85	\$169.00	\$14365.00
	PRTCTP21A-M-YB	Universal Radio Pouch bungee closure - Navy	85	\$30.00	\$2550.00
	PRTCTP10A-M-YB	Double Side Arm Mag Pouch - Navy	85	\$23.00	\$1955.00
	PRTCTP24-M-YB	6X6 Utility Pouch - Navy	85	\$23.00	\$1955.00
	PRTCTP17A-M-YB	Dual Handcuff Pouch - Navy	85	\$23.00	\$1955.00
	PRTCTP58B-M-YB-6313	Protech Small Flashlight pouch - Navy	85	\$22.50	\$1912.50
	PRTCTP83-M-YB-6313	Protech Large Flashlight/Baton Pouch - Navy	85	\$27.00	\$2295.00
Item Total:					\$26,987.50
Shipping & Handling:					\$512.50
Total:					\$27,500.00

John F. Fildes
Owner/President

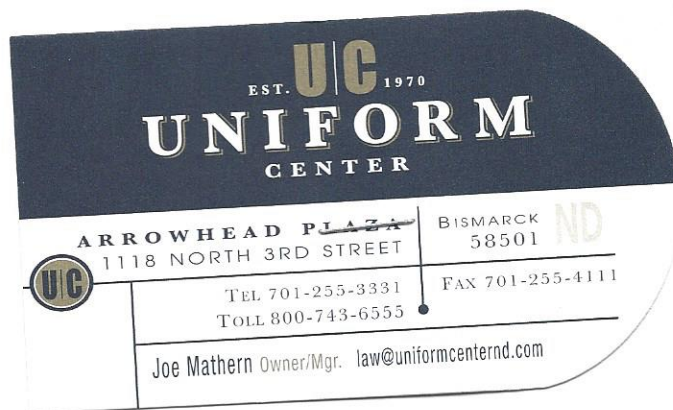
Please note our new billing address in Bozeman, MT. Thanks for your order!

EST. **U|C** 1970
UNIFORM
 CENTER

Minot Police Dept. External Vest Carriers and Accessories

Item	Style Number	Number of Units	Per Item	Line Total For 85 units
Oregon City Carrier (with ID panels)	DN-6313-Navy	85	180	15,300
Radio Pouch	TP21A-M-YB	85	30	2,550
DBL Magazine Pouch	TP10A-M-YB	85	24	2,040
Utility Pouch	TP19A-M-YB	85	43	3,655
DBL Cuff Case	TP17A-M-YB	85	21	1,785
Flashlight/Baton Case	TP14B-M-YB	85	24	2,040
				Total: 27,370

Joe Mathern



UNIFORM CENTER



ARROWHEAD PLAZA
1118 N 3RD ST.

BISMARCK ND
58501

TEL 701-255-3331 FAX 701-255-4111
TOLL 800-743-6555

www.uniformcenternd.com

Streicher's - Minneapolis
10911 W Hwy 55
Minneapolis, MN 55441
Phone: 763-546-1155
Fax: 763-546-6776



SALES QUOTE

Federal ID # 41-1458127

Sales Quote Number: Q319989
Sales Quote Date: 05/15/17
Page: 1

Sell 856
To: Minot Police Dept.
515 2nd Ave SW
Minot, ND 58701

Ship
To: Minot Police Dept.
515 2nd Ave SW
Minot, ND 58701

Phone: (701) 852-0111
Fax: (701) 839-4804

Ship Via
Terms Net 15

SalesPerson Jon Olson
Phone: 612-961-7048
E-mail: jono@Streichers.com

Item No.	Description	Unit	Quantity	Unit Price	Total Price
ABA-CUSTOM	ORC1-6313	EA	85	161.88	13,759.80
OREGON CITY EXTERNAL NAVY LOADING BEARING CARRIER					
PRT-TP21.N	Tactical Pouch: Radio, Navy	EA	85	29.60	2,516.00
PRT-TP10A.N	Tactical Pouch: Double Side Arm Mag, Navy	EA	85	22.20	1,887.00
BFG-HWMAD	POUCH: Admin Pouch NAVY	EA	85	33.30	2,830.50
PRT-TP17A.N	Tactical Pouch: Double Handcuff, Navy	EA	85	22.20	1,887.00
PRT-TP14A.N	Tactical Pouch: Double Baton/Flashlight, Navy	EA	85	22.20	1,887.00

5-15-2017

Sales Rep
Jon Olson

Quoted prices do not include Sales Tax. All quoted prices are valid for 60 days from the date of the quote.

Total: 24,767.30



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Cindy K. Hemphill, Acting NDR Program Director*

DATE: *May 16, 2017*

**SUBJECT: REQUEST FOR PROPOSALS – COMMUNITY DEVELOPMENT BLOCK GRANT
– NATIONAL DISASTER RECOVERY GRANT ADMINISTRATION AND
PROJECT DELIVERY SERVICES**

**I. RECOMMENDED ACT – AWARD CONTRACT TO CDM SMITH FOR GRANT
ADMINISTRATION AND PROJECT DELIVERY SERVICES**

1. Two firms submitted proposals in response to the city's request for proposal for grant administration and project delivery services. CDM Smith is the responsive bidder. The proposals were evaluated by Alderman Schuler, the Compliance Officer, and the Acting NDR Director.

CDM Smith's proposal addressed the scope of services requested in the proposal. The second bidder, Ackerman Estvold, was non responsive to the request for proposals.

To ensure full understanding of the intent of the proposal submitted by Ackerman Estvold a call was placed to Steven Eberle, Vice President, for clarification. Mr. Eberle acknowledged their proposal only addressed providing project delivery services for three of the NDR projects. It did not address grant administration services and project delivery services beyond the three specific projects. It was also discussed opportunities may arise in the future for firms on projects within the scope of the NDR grant.

II. DEPARTMENT CONTACT PERSONS

Cindy Hemphill, Acting NDR Director

857-4750

III. DESCRIPTION

A. Background

At the request of HUD, the city issued a request for proposal for grant administration and project delivery services. The initial contract entered into by the city with CDM Smith for

the services was on a non-competitive sole source basis. The Decision Support Tool development included in the NDR program is unique to CDM and justified the use of a sole source contract.

IV. IMPACT:

A. Strategic Impact:

Ensure the city has the capacity to administer and implement the NDR grants and projects as outlined in the application and the city achieves the outcomes as defined in the NDR application.

B. Service/Delivery Impact:

The contract will be approved at the June 5, 2017 City Council meeting, which will ensure continuity of services for NDR projects.

C. Fiscal Impact:

The services will be provided at a blended rate of \$135 per hour. The blended rate includes lead assessment, third party verification (DOB), CREDCO, construction inspection, environmental review, escrow services, legal, office space/equipment, title search and examination, title insurance, closings, appraisals, staff travel expenses, overhead and miscellaneous program expenses.

The city will only pay for those services used. For example, the NDR Program calls for an Economic Development Strategic Plan for Minot and Ward County. If the city elects to issue a RFP for this study, CDM Smith will not be paid to perform the study. The funds will be used to pay the successful bidder for the study if that decision is made to issue a RFP.

The total final price will be based on the final negotiated scope of work for the program.

The initial scope of work (current contract) was \$19.4 million. Several tasks have been completed and the final negotiated scope will be less than the \$19.4 million.

V. ALTERNATIVES

There are no alternatives identified at this time. Only one responsive bidder submitted a proposal. Re-issuing the RFP would likely not generate additional outside interest.

VI. TIME CONSTRAINTS

To ensure continuity of services approval at the June 5, 2017 Council meeting is necessary.

VII. LIST OF ATTACHMENTS

No attachments



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Cindy K. Hemphill, Acting NDR Program Director*

DATE: *May 16, 2017*

**SUBJECT: REQUEST FOR PROPOSALS –MINOT NATIONAL DISASTER RESILIENCE
PROGRAM AFFORDABLE MULTI-FAMILY RENTAL HOUSING**

**I. RECOMMENDED ACT – AUTHORIZE THE CITY STAFF TO ISSUE THE REQUEST
PROPOSAL FOR AFFORDABLE MULTI-FAMILY RENTAL HOUSING**

1. The staff has drafted the request for proposal for multi-family rental housing and is requesting permission to issue the request for solicitation of qualified bidders for affordable multi-family rental housing.

II. DEPARTMENT CONTACT PERSONS

Cindy Hemphill, Acting NDR Director 857-4750

III. DESCRIPTION

A. Background

The NDR application includes addressing the needs of the vulnerable population, which includes affordable multi-family rental housing. The request for proposal address this unmet need.

IV. IMPACT:

A. Strategic Impact:

Address the unmet needs of the vulnerable population with affordable multi-family rental housing.

B. Service/Delivery Impact:

The RFP requests a start date of October 2017 to the successful bidder(s).

C. Fiscal Impact:

NDR funds will be used for the project. It will depend on numerous factors what the total fiscal impact will be for the program. This information will be provided when it is brought back to Council for approval of award.

V. ALTERNATIVES

There are no alternatives identified at this time.

VI. TIME CONSTRAINTS

The City is requesting a start date of October 2017.

VII. LIST OF ATTACHMENTS

No attachments – all interested bidders will have access to the RFP at the same time.



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Cindy K. Hemphill, Acting NDR Program Director*

DATE: *May 22, 2017*

SUBJECT: **AMENDMENT NO. 11 TO AGREEMENT BETWEEN CITY OF MINOT AND
PROGRAM ADMINISTRATOR – CDM SMITH COMMUNITY DEVELOPMENT
BLOCK GRANT – DISASTER RECOVERY**

**I. RECOMMENDED ACT – APPROVE AMENDMENT NO. 11 TO THE AGREEMENT
BETWEEN CITY OF MINOT AND PROGRAM ADMINSTRATOR – CDM SMITH**

1. City staff is requesting approval of Amendment No. 11 to the Agreement between City of Minot and Program Administrator – CDM Smith to contract entered into on May 7, 2012 for continue program administration and project delivery.

II. DEPARTMENT CONTACT PERSONS

Cindy Hemphill, Acting NDR Director 857-4750

III. DESCRIPTION

A. Background

1. The City of Minot entered into an agreement for program administration services with CDM Smith on May 7, 2012. This agreement has been amended previously and city staff is requesting an additional amendment to the agreement.
2. The funding from this grant is almost fully expended; however, a few additional activities continue. The following tasks remain and require additional support from CDM Smith:
 1. Landfill expansion
 2. 55th Street Crossing housing and mobile home development
 3. Down payment assistance (Minot Community Area Land Trust)
 4. Downtown Utility project
 5. Affordable Rental – Beyond Shelter/Sunset Ridge
3. There is not internal staff available to provide the duties, which CDM Smith will perform on each of these tasks.

IV. IMPACT:

A. Strategic Impact:

CDM Smith's continued support is necessary to ensure compliance with all HUD regulations.

B. Service/Delivery Impact:

The amendment will extend the contract until June 30, 2018.

C. Fiscal Impact:

It is estimated the tasks identified above will require an additional 384 hours. At the negotiated rate of \$135 per hour, the amendment will incur \$51,840 fundable with the CDBG-DR grant.

V. ALTERNATIVES

The NDR Acting Director met with city staff to discuss whether staff capacity existed for the remaining tasks. At this time, the capacity does not exist.

VI. TIME CONSTRAINTS

The current contract expires June 30, 2017. It is important the amendment be approved prior to June 30, 2017.

VII. LIST OF ATTACHMENTS

No attachments –



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Cindy K. Hemphill, Acting NDR Program Director*

DATE: *May 22, 2017*

**SUBJECT: CONTRACT BETWEEN CITY OF MINOT (OWNER) AND EAPC (ENGINEER)
FOR DESIGN AND CONSTRUCTION SERVICES FOR AFFORDABLE SINGLE-
FAMILY RESILIENT NEIGHBORHOODS**

I. RECOMMENDED ACT – APPROVE CONTRACT BETWEEN CITY OF MINOT (OWNER) AND EAPC (ENGINEER) FOR DESIGN AND CONSTRUCTION SERVICES FOR AFFORDABLE SINGLE-FAMILY RESILIENT NEIGHBORHOODS

1. City staff recommends approval of a contract between the City of Minot and EAPC for design and construction services for affordable single-family resilient neighborhoods.

II. DEPARTMENT CONTACT PERSONS

John Zakian, NDR Program Director – john.zakian@minotnd.org
Cindy Hemphill, Acting Program Director – cindy.hemphill@minotnd.org

III. DESCRIPTION

A. Background

1. The NDR application includes a buy-in element for resilient neighborhoods.
2. The NDR application also named EAPC as a partner in the NDR application. The approval by HUD of EAPC as a partner allows the city to award the contract without having to issue a request for proposal for the engineering services required in the development of the plan book and the construction services. In addition, EAPC will utilize the services of the College of Architecture at NDSU, also a partner under the grant process.
3. Some of the resilient features the city will look for in the resilient neighborhoods is whether it is close to transit, close to shopping, green space, energy specific building features, etc.
4. Based on design themes developed by the city, EAPC will develop a plan book that will be used to market the affordable single family and higher density homes to be constructed within the selected resilient neighborhoods (a separate process) for the buy-in households. The plan book will incorporate three design themes for the neighborhood that are reflected in the conceptual exterior designs of the homes. EAPC will prepare conceptual floor plans for one, two, three and four bedroom homes.
5. The contract with EAPC consists of four tasks as follows:

1. Identify Project Goals and Performance Criteria
Complete within 60 days from contract signing
2. Determine Design Themes and Develop a Plan Book
Complete within 90 days from contract signing
3. Develop Detailed Plans and Specifications
Complete within 150 days from contract signing
4. Provide Construction Inspection Services
Provide services for the duration of construction

IV. IMPACT:

A. Strategic Impact:

The buyout process has started and it is necessary for the city to start the buy-in process to retain low-to-moderate income residents displaced by the buyout process. This will ensure the city continues to thrive.

B. Service/Delivery Impact:

It is essential the buy-in process start immediately to begin to match buyout residents to affordable resilient neighborhoods.

C. Fiscal Impact:

Total cost for the four identified tasks is \$267,930. The costs will be paid using NDR grant funds for Affordable Single Family Housing.

V. ALTERNATIVES

An alternative would be to issue a RFP for the services EAPC will provide; however, it was the intent of the NDR application to utilize the partners identified in the application to keep the process moving forward as the funds will expire.

VI. TIME CONSTRAINTS

All funds expire September 30, 2022.

VII. LIST OF ATTACHMENTS

Attached is a copy of the draft contract with EAPC. There are a couple of minor issues that will be resolved before the contract is final.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
CITY OF MINOT AND EAPC**

THIS IS AN AGREEMENT made as of June 5, 2017 between City of Minot ("OWNER") and EAPC ("ENGINEER").

OWNER's Project is generally identified as follows Affordable Single-Family Resilient Neighborhoods Design and Construction Services (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and

decisions with respect to ENGINEER's services for the Project.

- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
 - 4.1.2 **Invoices** for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

5.4.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the **Construction** Contract Documents, other than those made by Engineer or its Consultants.

5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding

or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- 5.4.8 Engineer's services do not include providing legal advice or representation.
- 5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.5.1 For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- 5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.
- 5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the

Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of the level of the ENGINEER's errors and omissions liability limit.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to

time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "*defective*" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated

herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq, (“CERCLA”) [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.3 Construction Cost – ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

- 6.4 Constructor
Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 6.5 Contractor - ♦
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.
- 6.6 Documents
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.
- 6.7 ENGINEER's Subcontractor.
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.
- 6.8 Reimbursable Expenses.
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.
- 6.9 Resident Project Representative - ♦
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").
- 6.10 Standard General Conditions - ♦
The Standard General Conditions of the Construction Contract (No. TBD) of the Engineers Joint Contract Documents Committee.
- 6.11 Total Project Costs - ♦
The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.
- 6.12 Work - ♦
The entire construction or the various separately identifiable parts thereof required to be

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

Exhibit B - Duties, Responsibilities and Limitations of Authority of the Resident Project Representative. (Use when RPR Services are provided.)

Exhibit C – CDBG Requirements

This Agreement (consisting of Pages 1 to 11 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

By:
Title:
Date: June 5, 2017

By:
Title:
Date: June 5, 2017

Address for giving notices:
City of Minot
515 2nd Avenue SW
Minot, North Dakota 58702

Address for giving notices:
EAPC
300 3rd Avenue SW, Suite A
Minot, North Dakota 58701

**EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
Scope of Work**

This is an exhibit attached to and made a part of the Agreement dated June 5, 2017, between City of Minot (OWNER) and EAPC (ENGINEER) for professional services.

A. ENGINEER'S SERVICES

Task 1: Identify Project Goals and Performance Criteria

EAPC will lead a process to engage the City of Minot and their program manager CDM Smith, to identify the project goals and performance criteria to design and develop a high quality, award-winning resilient, mixed income neighborhood in Minot.

Task 2: Determine Design Themes and Develop a Plan Book

EAPC will work with the City of Minot and their program manager, CDM Smith, to determine the design themes to be used in the resilient neighborhoods. Based on these design themes, EAPC will develop a plan book that will be used to market the affordable single family and higher density homes to be constructed within the selected resilient neighborhoods for Buy-Out/Buy-In households. This plan book will incorporate three design themes for the neighborhood that are reflected in the conceptual exterior designs of the homes. EAPC will prepare conceptual floor plans for one, two, three, and four bedroom homes. (Note: in developing the final plans, EAPC will provide an option to design a five-bedroom home based on the needs and qualifications of buy-out/buy-in households.)

The conceptual plans must reflect affordable housing designs that can be constructed to be affordable for households with incomes below 80% AMI in Minot. These homes must meet quality residential standards in Minot, ND; exteriors depicted in the plan book must reflect the exterior designs and specifications that will be used in construction of these homes. It is important for potential home buyers to visualize these homes accurately. EACP should develop floor plans, exterior elevation view, and suggest other options for interior and exterior perspectives that will help potential homebuyers to evaluate homes that would be built in this neighborhood.

Task 3: Develop Detailed Plans and Specifications

EAPC will develop detailed plans and a set of specifications to facilitate building and construction of single family and higher density residential for affordable homeownership. The plans should consider the Minot climate and meet HUD required construction standards identified in the National Disaster Resilience Competition Notice of Funding Availability Phase II, including Green Building Standards for Replacement and New Construction of Residential Housing and ENERGY STAR Certification. Affordability is defined as mortgage payments not exceeding 30% of a household's gross income. The income limits for low to moderate income are determined by HUD by household size, factors used to determine number of bedrooms for eligible households will be provided to EAPC by CDM Smith.

EAPC will engage Matthew Kirkland with the College of Architecture at NDSU, also a partner under the Minot's Resiliency Grant, in this process. NDSU can identify and evaluate innovative construction materials and best practices for disaster resistant construction, green building and energy efficiency that could be incorporated into the specifications, if these materials and practices can be shown to be cost effective in terms of benefit-cost. NDSU will also assist in identifying opportunities for enhancing the resilient neighborhood features that could be incorporated into the neighborhoods selected for the development of these homes.

Task 4: Provide Construction Inspection Services

EAPC will provide construction inspection services during the construction phase based on a detailed inspection program developed with the City of Minot and CDM Smith. Assume 1 FTE for duration of construction contract.

B. TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

Task 1: Identify Project Goals and Performance Criteria
Complete within 60 days from contract signing

Task 2: Determine Design Themes and Develop a Plan Book
Complete within 90 days from contract signing

Task 3: Develop Detailed Plans and Specifications
Complete within 150 days from contract signing

Task 4: Provide Construction Inspection Services
Provide services for the duration of construction

C. METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

Task 1: \$13,240
Task 2: \$48,000
Task 3: \$36,690
Task 4: \$170,000

ENGINEER shall be compensated an amount not to exceed TWO HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED THIRTY DOLLARS (\$267,930). All work shall be performed in accordance with specifications approved by and as directed the OWNER and payment shall be based on acceptance of approved work in the format designated by the OWNER. The ENGINEER shall invoice the OWNER on a monthly basis based upon actual hours worked by each individual using the following hourly rates:

<u>Category</u>	<u>Hourly Rate</u>
Principle	\$61.94
Project Manager/Senior Architect	\$38.42
Intern Architect	\$25.24
Drafter	\$17.32
Administration	\$14.34

The agreed upon hourly rates are inclusive of all costs such as direct labor, benefits, incidentals and any other costs with the exception of travel and other direct costs for production including supplies, printing, binding, and postage. Any travel costs incurred will be reimbursed per the Federal Mileage Rate and at the actual cost with no markup. No additional compensation will be made for costs other than as described above. No payment for labor in excess of 40 hours per week will be made without prior approval to work overtime by the OWNER. Timesheets and reports for other direct costs and travel expenses shall be submitted for invoice documentation. The ENGINEER agrees that any work performed found to be deficient, shall be corrected at no cost to the OWNER.

An invoice template is provided as an attachment to this Exhibit. Invoices are to be sent to the OWNER's Program Manager at wolfleysj@cdmsmith.com. Invoice related questions may also be directed here, or by calling Sandra Wolfley at 651-353-1929.

D. PERFORMANCE MONITORING AND PERFORMANCE PENALTY CLAUSES

The ENGINEER shall be cooperative with Program and financial monitoring visits and/or investigations performed by the OWNER's staff, the City Auditor's staff, and/or the U.S. Department of Housing and Urban Development (HUD) and OIG.

If the ENGINEER fails to meet milestones specifically relating to funds disbursed within the agreed upon deliverable time frame, as established in the Minot NDRC Action Plan or associated amendments, the following penalties will be placed on the ENGINEER in sequential order.

1. A performance plan must be created within 7 days to demonstrate how the ENGINEER will regain performance and set an agreed upon timeline. If performance is not regained within the time agreed upon then;
2. The ENGINEER may receive a monetary penalty of up to \$250 per day for each business day that performance is not regained, up to a maximum penalty period of thirty (30) business days.
3. The penalty will stop upon written acceptance by the OWNER of ENGINEER's corrective action.

The penalty terms must be invoked in writing at the sole discretion of the OWNER. At any point after the invocation of the penalty terms, the ENGINEER may request forbearance. This request shall be in writing and should provide a detailed explanation of why forbearance is warranted. It shall be at the sole discretion of the OWNER to grant forbearance.

As such is warranted, the OWNER will notify the ENGINEER in writing of the default specified herein, and of the penalty assessment. Such penalty will be paid by ENGINEER within 30 calendar days of OWNER's written notice.

EAPC
300 3rd Avenue SW, Suite A
Minot, North Dakota 58701
<Phone>
<Email>

INVOICE #:		<INV#>				Submitted:		<Date>		
Dates of Services:		<Dates>				Labor		Expenses		
	Date	Description of Work	Hours	Rate	Total	Miles	Rate	Total	Other (receipts attached)	
Task 1: Identify Project Goals and Performance Criteria										
Task 2: Determine Design Themes and Develop a Plan Book										
Task 3: Develop Detailed Plans and Specifications										
Task 4: Provide Construction Inspection Services										
Totals					\$ -			\$ -	\$ -	
Invoice Total									\$ -	

Project Upper Limit	\$ 267,930.00
Billed Previously	\$ -
Billed This Invoice	\$ -
Billed to Date	\$ -
Balance Remaining	\$ 267,930.00

**EXHIBIT B TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

**DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE**

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on June 5, 2017 between City of Minot (OWNER) and EAPC (ENGINEER) for providing professional services.

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Constructor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Constructor, for safety precautions and programs incident to the work of any Constructor, for any failure of any Constructor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules*: Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning their acceptability.
2. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
3. *Safety Compliance*: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

4. *Liaison:*

- a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Shop Drawings and Samples:*

- a. Record date of receipt of Shop Drawings and Samples.
- b. Receive Samples that are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

6. *Review of Work, Defective Work, Inspections, Tests and Start-ups:*

- a. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform ENGINEER of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- d. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.

7. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

9. *Records:*

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

10. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to ENGINEER and OWNER the occurrence of any accident.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

13. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

This is an exhibit attached to and made a part of; and incorporated by reference into the Agreement dated June 5, 2017, between City of Minot (OWNER) and EAPC (ENGINEER) for professional services.

1. Civil Rights

The ENGINEER agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The ENGINEER agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The OWNER will provide the ENGINEER with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

2. Nondiscrimination

The ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance.

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

The ENGINEER shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this nondiscrimination clause. The ENGINEER shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 *et seq.*) which prohibits sex discrimination in federally assisted education programs.

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

3. Affirmative Action

A. Approved Plan (applicable for contractors with 50 or more employees and contracts over \$50,000)

The ENGINEER agrees that it shall be committed to carry out, pursuant to the OWNER's specifications, an Affirmative Action Program in keeping with the principles as provided in Presidential Executive Order 11246 of September 24, 1965. The OWNER will provide Affirmative Action guidelines to the ENGINEER to assist in the formulation of such program, upon request.

B. Women/Minority Business Enterprise

The ENGINEER shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The ENGINEER may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

C. Notifications

The ENGINEER shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the ENGINEER's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. EEO/AA Statement

The ENGINEER shall, in all solicitations or advertisements for employees placed by or on behalf of the OWNER, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

The ENGINEER agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The ENGINEER agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The OWNER will provide the Program Administrator with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

4. Section 109 of the Housing and Community Development Act of 1974

The Contractor/ENGINEER shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. Section 503 of the Rehabilitation Act of 1973 (29 USC 793) (applicable to contracts and subcontracts over \$10,000)

- A. The ENGINEER will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The ENGINEER agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The ENGINEER agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

- C. In the event of the ENGINEER's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the ENGINEER's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The ENGINEER will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the ENGINEER is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The ENGINEER will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

6. Section 504 OF THE Rehabilitation Act of 1973, As Amended

The ENGINEER agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program, or activity that receives the benefits from the federal financial assistance.

7. Age Discrimination Act of 1975

The ENGINEER shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

8. Certification of Nonsegregated Facilities (applicable to contracts and subcontracts over \$10,000)

The ENGINEER certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this AGREEMENT.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

9. Section 3 of the Housing and Urban Development Act of 1968 – Compliance in the Provision of Training, Employment and Business Opportunities

A. Compliance

The ENGINEER agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders. The ENGINEER understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the OWNER, the PROGRAM MANAGER and the ENGINEER. Failure to comply with these requirements shall subject the OWNER, the PROGRAM MANAGER and the ENGINEER, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

is provided, and as set out in 24 C.F.R. Part 135, Subpart D. The ENGINEER agrees that no contractual or other disability exists which would prevent compliance with these requirements. The ENGINEER shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this AGREEMENT is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

B. Notifications

The ENGINEER shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The ENGINEER shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the OWNER. The ENGINEER will not subcontract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

10. Environmental Conditions

A. Air and Water

The ENGINEER agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C.A. 7401 *et seq.*

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, *et seq.*, 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 *et seq.*, as amended)
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

B. Flood Disaster Protection

The ENGINEER shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

The ENGINEER agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. § 570.608 and 24 C.F.R. Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children less than 7 years of age.

D. Historic Preservation

The ENGINEER shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C.A. 470) and the procedures set forth in 36 C.F.R. Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general this requires approval from the North Dakota Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. Wildlife Protection

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

The ENGINEER agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 C.F.R. § 17.11 and 50 C.F.R. Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 *et seq.*); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

11. Energy Efficiency

The ENGINEER shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

12. Financial Management

The ENGINEER shall adhere to standard, Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards and maintain necessary source documentation for all costs incurred under this Agreement.

The ENGINEER will provide adequate support documentation to receive payment of CDBG-DR funds in sufficient detail for the PROGRAM MANAGER and/or the OWNER to determine cost eligibility and allowability.

13. Record-Keeping, Reports, and Audits

A. Records to be maintained

The ENGINEER shall maintain all records required by this Agreement, records required by 24 C.F.R. § 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

1. Records providing a full description of each activity undertaken
2. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
3. Records required determining the eligibility of activities
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
6. Financial standards, as required by 24 C.F.R. § 570.502; and
7. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

B. Property Records

The ENGINEER shall maintain real property inventory records, which clearly identify property purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. § 570.606. The ENGINEER shall ensure that any independent audit required hereunder includes a report on real property inventory as a supplemental schedule in the audit.

C. Retention

The ENGINEER shall retain all records pertinent to expenditures incurred under this Agreement per the State of North Dakota general Records Retention Schedule after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later.

D. Access to Records

The OWNER, the PROGRAM MANAGER, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to this specific AGREEMENT, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this AGREEMENT will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the OWNER's final closeout of the grant.

E. Inspection

The authorized representative and agents of the OWNER, the PROGRAM MANAGER and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records.

F. Reports

The ENGINEER shall complete and submit all reports, in such form and according to such schedule, as may be required by the OWNER, pertaining to the work or services undertaken pursuant to this Agreement.

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

14. Conflict of Interest

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the ENGINEER shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this AGREEMENT or to any benefit that may arise there from, but this provision shall not be construed to extend to this AGREEMENT if made with a corporation for its general benefit.

15. Activities and Contracts Not Subject To Executive Order – 11246, as Amended (applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this AGREEMENT, the ENGINEER agrees as follows:

- 1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The ENGINEER shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The ENGINEER shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3. The ENGINEER shall incorporate foregoing requirements in all subcontracts.

16. Patents

The ENGINEER shall hold and save the OWNER and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

unpatented invention, process, article, or appliance manufactured or used in the performance of the AGREEMENT including its use by the OWNER, unless otherwise specifically stipulated in the Contract Document.

License or Royalty Fees: License and/or Royalty Fees for the use of a process which is mandated or specifically requested by the OWNER of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the OWNER and not by or through the ENGINEER.

If the ENGINEER uses any design device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The ENGINEER and/or his Sureties shall indemnify and save harmless the OWNER of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this AGREEMENT, and shall indemnify the OWNER for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. Copyright

All formal documents and data (not including drafts), produced under this Agreement are the property of the OWNER. If this Agreement results in any copyrightable material, the OWNER reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use the work. In addition, the OWNER may authorize others to use the material.

18. Subcontracts

- A. The ENGINEER shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of North Dakota.
- B. The ENGINEER shall be as fully responsible to the OWNER for the acts and omissions of the ENGINEER's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the ENGINEER.

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

- C. The ENGINEER shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the ENGINEER by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the ENGINEER the same power as regards terminating any subcontract that the OWNER may exercise over the ENGINEER under any provision of the contract documents.
- D. Nothing contained in this AGREEMENT shall create any contractual relation between any subcontractor and the OWNER.

19. Debarment, Suspension, and Ineligibility

The ENGINEER represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

20. Breach of Contract Terms

Any violation or breach of terms of this AGREEMENT on the part of the ENGINEER may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this AGREEMENT. The duties and obligations imposed by the AGREEMENT documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

21. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and the AGREEMENT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the AGREEMENT shall forthwith be physically amended to make such insertion or correction.

22. Changes

The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER's

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

compensation which are mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated in written and executed amendments to this Contract.

23. Personnel

The ENGINEER represents that it has, or will secure at its own expense, all personnel required in performing the services under this ENGINEER. Such personnel shall not be employees of or have any contractual relationship with the OWNER or PROGRAM MANAGER.

All the services required hereunder will be performed by the ENGINEER or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

24. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the OWNER must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988". Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location, or transport in which the employee is required to be present in order to perform his or her job function.

25. Anti-Kickback Rules

Salaries of personnel performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The ENGINEER shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

26. Interest of ENGINEER

The ENGINEER covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

27. Political Activity

The ENGINEER will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

28. Compliance with the Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-87, A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this AGREEMENT.

29. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the ENGINEER under this Contract are confidential, and the ENGINEER agrees that they shall not be made available to any individual or organization without prior written approval of the OWNER and PROGRAM MANAGER.

30. Lobbying

The ENGINEER certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**EXHIBIT C TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

31. Reversion of Assets

The agreement shall specify that upon its expiration the ENGINEER shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the ENGINEER's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subcontractor in the form of a loan) in excess of \$25,000 is either:

- a. Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
- b. Not used in accordance with paragraph (b)(7)(i) of this section, in which event the ENGINEER shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)

32. Payment for Eligible Expenses

The ENGINEER understands and agrees that the OWNER shall reimburse the ENGINEER for only those costs associated with work that has been authorized by OWNER and costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. No reimbursement shall be made for goods and services received by the ENGINEER as in-kind contributions from third parties for assistance to the Program.

32. Repayment of Ineligible Payments

In the event HUD or the OWNER determines through investigations and/or monitoring that any payment or reimbursement to ENGINEER is ineligible or disallowed, the ENGINEER shall immediately and without delay fully reimburse OWNER. If HUD informs OWNER that it is required to refund moneys previously awarded or drawn down from the U.S. Treasury in reference to this agreement, as a result of ENGINEER's sole negligence, willful misconduct, or intentional fraud, the ENGINEER agrees to pay an equal amount to OWNER prior to the demand date of payback.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER
AND
THE CITY OF MINOT
REGARDING
HOME SWEET HOME (103 4TH AVENUE NE)
LOCATED WITHIN THE MINOT INDUSTRIAL HISTORIC DISTRICT**

MAY 2017

WHEREAS, the City of Minot (City), North Dakota was included in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Program in 2011 and 2012. In accordance with the use of CDBG-DR funds, the City is the Responsible Entity (RE) for completing federally required environmental reviews per 24 CFR Part 58 (*Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities*). An RE is the “agency official” for the purposes of Section 106, and as such is the signatory for Section 106 agreements.

WHEREAS, the City Buyout Program was developed as part of the CDBG-DR Program for the purpose of buying properties located within the Flood Inundation Area, delineated by the City as the area where the heaviest flooding and damage occurred during the June 2011 severe flooding event. Such properties include single-family residences, multi-family residences, mobile homes, mobile home pads, religious establishments and commercial establishments. Once the lot is bought by the City, all existing structures will be removed and the parcel would remain as open space or be used for flood control measures, specifically a flood levee, flood wall or diversion.

WHEREAS, the City determined that the Buyout Program would be reviewed in a tiered environmental assessment, in accordance with 24 CFR 58.15 (Tiering) and 24 CFR 58.32 (Project Aggregation). The Broad Review (Tier 1) was completed and HUD authorized release of funds on December 13, 2013, under Grant Number B-13-MS-38-0001 (allocated May 19, 2013 under the Disaster Relief Appropriations Act, 2013 [Public Law 113-2]). Site-specific reviews (Tier 2) are ongoing.

WHEREAS, the commercial establishment, Home Sweet Home (103 4th Avenue NE), is proposed to be included in the City of Minot Buyout Program.

WHEREAS, the State Historic Preservation Office (SHPO) concluded that the acquisition and demolition of the structure located at this site (ND SHPO Ref: 14-5774)) would be considered an “Adverse Effect.”

WHEREAS, the City has notified the Advisory Council on Historic Preservation (Advisory Council) of the adverse effect determination pursuant to §800.6(a)(1). The Advisory Council has 15 days to comment on the resolution of adverse effect; and

NOW THEREFORE, the City and SHPO agree that the parcel housing Home Sweet Home may be acquired by the City, but the following stipulations must occur so as to appropriately mitigate the Adverse Effect determination:

STIPULATIONS

The City of Minot shall ensure that the following measures are carried out.

I. MITIGATION

- A. Moving the subject property (inclusive of the main structure, addition and accessory building) to a suitable and appropriate location would constitute acceptable mitigation.
 - a. A suitable location is defined as: Having an orientation, setting and general environment that is compatible with the property's significance.
 - b. Such a location must meet the requirements set forth in the *National Register Bulletin: How to Apply the National Register Criteria for Evaluation*, www.nps.gov/nr/publications/bulletins/pdfs/nrb15.pdf.
- B. The basement of the existing structure would need to be filled with clean fill.
- C. A functional basement shall be constructed on the new location.
- D. SHPO shall review the potential new site prior to finalization. The address, description (including size and setting) and description of the new site's immediate vicinity shall be included in the submittal, as well as aerial imagery.
- E. All documentation shall be submitted to the Archaeology and Historic Preservation Division of the State Historical Society of North Dakota (SHPO), who shall review and approve all documentation.
- F. SHPO shall be afforded a period of no less than 30 days to review each portion of the documentation. The City will not proceed with any work until SHPO has determined mitigation complete and has issued written notice to proceed or otherwise directed.

II. AMENDMENT

- A. Any signatory to this MOA may request that it be amended, whereupon the signatories to the MOA shall consider such an amendment. The MOA may only be amended by the written agreement of the signatories.

III. TERMINATION

- A. This MOA will terminate upon written notification by SHPO to the City that the mitigation requirements in Stipulation I has been satisfied.

Execution of this MOA by SHPO and the City, its filing with the Advisory Council, and satisfaction of its terms evidence that the City has taken into account the effects of the undertaking on historic properties pursuant to Section 106 of the National Historic Preservation Act. This document may be executed in counterpart.

BY: _____
Chuck Barney
Mayor, City of Minot

DATE: _____

BY: _____
Claudia J. Berg
North Dakota State Historic Preservation Officer

DATE: _____



TO: Mayor Chuck Barney
Members of the City Council

FROM: Chris Owen, Federal Compliance Officer

DATE: May 30, 2017

SUBJECT: HOME SWEET HOME - STATE HISTORICAL AGREEMENT (ACQ 140)

I. RECOMMENDED ACTION

1. Recommend approval of the Memorandum of Agreement between the ND State Historic Preservation Officer and the City of Minot, regarding 103 4th Ave NE; and
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Chris Owen, Federal Compliance Officer 857-1553

III. DESCRIPTION

A. Background

The City of Minot requires several properties in support of the flood control project, including Home Sweet Home (103 4th Ave NE). This property has historic value, so coordination with the state is required and an agreement formalized which notes actions to be taken in accordance with state law and HUD guidelines.

B. Proposed Project

Negotiations are ongoing to acquire the property, and this memorandum outlines actions to be taken. The structure would be relocated to a different lot, currently planned for 110 4th Ave NW based on preliminary state approval.

IV. IMPACT:

A. Strategic Impact:

Acquisition is in-line with the City of Minot's desire to maximize safety of its residents and in line with desire to retain connection with its historical lineage

B. Service/Delivery Impact:

This Memorandum of Agreement is critical to the process of acquisition/relocation of property needed for flood control. Without it, the city cannot take possession and relocate the structure. Using current projections, the property must be vacated and lot filled/seeded

before April 1st, 2018. However, with the winter season and required demolition, action is needed this year.

C. Fiscal Impact:

Project costs are covered by a cost share of ND State Water Commission and HUD CDBG-DR funds. A price has not been agreed upon yet, nor have moving costs been calculated yet because the property is not in city possession.

V. ALTERNATIVES

The City Council could deny the request and the state would not allow the home to be moved to a new location. The flood walls/levees that are currently designed to occupy the property would have to be re-engineered and the flood control project would stop until that happened.

VI. TIME CONSTRAINTS

As noted above, time is of the essence because of when the property is needed for flood feature construction and the construction/demolition season. Since the required date is April 1st, 2018 it is highly desirable to have the home moved and basement demolished/filled/seeded during the late 2017 construction season. No agreement on price has been reached yet, so sufficient time should be allocated for Eminent Domain proceedings - if required.

VII. LIST OF ATTACHMENTS

Place your list of attachments here, in order they were referenced in the document. For example:

Memorandum of Agreement



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Chris Owen, Federal Compliance Officer*

DATE: *May 23, 2017*

SUBJECT: **AUTHORIZATION TO CONDUCT AUCTIONS OF BUYOUT HOMES (DR0002)**

I. RECOMMENDED ACTION

Recommend approval to conduct auctions of homes purchased with CDBG funds

II. DEPARTMENT CONTACT PERSONS

Chris Owen, Federal Compliance Officer 857-1553

III. DESCRIPTION

A. Background

The City of Minot continues to purchase homes needed in support of the flood control project. Following purchase, the homes must be removed or demolished so the site can be prepared for construction of flood control features or to support flood storage

B. Proposed Project

Project is to allow sealed-bid auctions for homes that have been inspected and are free from asbestos, lead-based paint, and appear to be salable.

C. Consultant Selection

No consultants will be used for the auction process.

IV. IMPACT:

A. Strategic Impact:

Enabling auctions of these homes will afford an opportunity for reuse of existing structures, which is in-line with the vision of a more resilient Minot. It reduces materials placed into the landfill, which extends the life of the landfill while being environmentally conscious.

B. Service/Delivery Impact:

Allowing auctions to take place will demonstrate to the public that the city is committed to resilience. There is no negative effect on the buyout process.

C. Fiscal Impact:

When homes are sold at auction, the proceeds return to the grant program and are available to support future buyouts - maximizing taxpayer dollars. Additionally, when homes are sold and removed from the lot, it reduces the associated demolition/preparation costs for the lot.

Again, those savings are translated into more funds available for future buyouts. Each is unique, but a (very) rough estimate is savings of \$3,000-\$3,500 in demolition costs per site.

V. ALTERNATIVES

The lots must be cleared, with no exception. Therefore, the alternatives are few.

Alt 1. The City could retain ownership of the homes and pay to have them relocated elsewhere outside of the floodplain. This would be extremely costly, land-intensive, and maintenance-intensive.

Alt 2. The City Council could deny approval to auction the homes. They would all be demolished and removed from the sites.

VI. TIME CONSTRAINTS

Council's timely approval of the recommendation is key to maximizing use of the demolition season. It is imperative to conduct the auctions with enough time to allow removal of the homes, and subsequent demolition/preparation of the sites, with enough time for hydro-seeding before winter. It is also critical to enable effective management of the demolition contractor's workload throughout the season. Homes that do not sell at auction must either be demolished or held off until the following year. The City avoids having partially-complete demolition projects over the winter.

VII. LIST OF ATTACHMENTS

Property List

Address
1111 5th Ave SW
509 ½ Central Ave W (Garage Only)
1115 5th Ave SW - House
1115 5th Ave SW - Garage
500 12th St SW
615 12th St SW
1313 27th St SW - House
1313 27th St SW - Garage
1200 28th St SW
2317 El Rio Dr - House only
1121 5th Ave SW
1434 1st Ave SE
417 2nd Ave NW
110 4th Ave NW
1033 6th Ave SW
605 12th St SW
2600 14th Ave SW

ORDINANCE NO. 5191

AN ORDINANCE AMENDING THE CITY OF MINOT CODE OF ORDINANCES APPENDIX B, SUBPARTS I, II, III, AND V TO ADDRESS RELOCATION OF FACILITIES AS REQUIRED FOR CITY OF MINOT FLOOD PROTECTION

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

§1. That Appendix B, Subpart I (Telephone Services), Division 1 (SRT Communications, Inc.), Section 5 (Conditions on street occupancy), Subsection (3) (Relocation due to street vacation or municipal improvement projects) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended by adding a new subsection to be numbered section (3)(a), which subsection shall read as follows:

- (a) *Relocation due to Mouse River Enhanced Flood Protection Project.* For utility relocations necessary as a result of the Mouse River Enhanced Flood Protection Project within the corporate limits of the City, the Souris River Joint Board shall have the ability to direct and approve utility relocations, but only after receiving written approval from the City Engineer or Public Works Director. Any and all expenses relating to relocating utilities pursuant to this subsection shall be paid in accordance with the individual utility company's agreement with the Souris River Joint Board.

§2. That Appendix B, Subpart I (Telephone Services), Division 4 (Northern States Power Company), Section 5 (Conditions on street occupancy), Subsection (3) (Relocation due to street vacation or municipal improvement projects) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended by adding a new subsection to be numbered section (3)(a), which subsection shall read as follows:

- (a) *Relocation due to Mouse River Enhanced Flood Protection Project.* For utility relocations necessary as a result of the Mouse River Enhanced Flood Protection Project within the corporate limits of the City, the Souris River Joint Board shall have the ability to direct and approve utility relocations, but only after receiving written approval from the City Engineer or Public Works Director. Any and all expenses relating to relocating utilities pursuant to this subsection shall be paid in accordance with the individual utility company's agreement with the Souris River Joint Board.

§3. That Appendix B, Subpart I (Telephone Services), Division 5 (Minot Telephone Company), Section 5 (Conditions on street occupancy), Subsection (3) (Relocation due to street vacation or municipal improvement projects) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended by adding a new subsection to be numbered section (3)(a), which subsection shall read as follows:

- (a) *Relocation due to Mouse River Enhanced Flood Protection Project.* For utility relocations necessary as a result of the Mouse River Enhanced Flood Protection Project within the corporate limits of the City, the Souris River Joint Board shall have the ability to direct and approve utility relocations, but only after receiving written approval from the City Engineer or Public Works Director. Any and all expenses relating to relocating utilities pursuant to this subsection shall be paid in accordance with the individual utility company's agreement with the Souris River Joint Board.

§4. That Appendix B, Subpart III (Electricity), Division 2 (Northern States Power Company), Section 4 (Relocations), subsection 4.1 (Relocation of Electric Facilities in Public Ways) of the Code of Ordinances, City of Minot, North Dakota is amended to read as follows:

4.1 *Relocation of Electric Facilities in Public Ways.* If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3 or 4.3.1, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within ten years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

§5. That Appendix B, Subpart III (Electricity), Division 2 (Northern States Power Company), Section 4 (Relocations), of the Code of Ordinances, City of Minot, North Dakota is amended by adding a new subsection to be numbered section 4.3.1, which section shall read as follows:

- 4.3.1 *Relocation due to Mouse River Enhanced Flood Protection Project.* For utility relocations necessary as a result of the Mouse River Enhanced Flood Protection Project within the corporate limits of the City, the Souris River Joint Board shall have the ability to direct and approve utility relocations, but only after receiving written approval from the City Engineer or Public Works Director. Any and all expenses relating to relocating utilities pursuant to this

subsection shall be paid in accordance with the individual utility company's agreement with the Souris River Joint Board.

§6. That Appendix B, Subpart III (Electricity), Division 3 (Verendrye Electric Cooperative, Inc.), Section 4 (Relocations), subsection 4.1 (Relocation of Electric Facilities in Public Ways) of the Code of Ordinances, City of Minot, North Dakota is amended to read as follows:

4.1 *Relocation of Electric Facilities in Public Ways.* If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Cooperative to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3 or 4.3.1, Cooperative shall relocate its Electric Facilities at its own expense. The City shall give Cooperative reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within ten years of a prior relocation of the same Electric Facilities, which was made at Cooperative expense, the City shall reimburse Cooperative for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Cooperative may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Cooperative to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

§7. That Appendix B, Subpart III (Electricity), Division 3 (Verendrye Electric Cooperative, Inc.), Section 4 (Relocations), of the Code of Ordinances, City of Minot, North Dakota is amended by adding a new subsection to be numbered section 4.3.1, which section shall read as follows:

4.3.1 *Relocation due to Mouse River Enhanced Flood Protection Project.* For utility relocations necessary as a result of the Mouse River Enhanced Flood Protection Project within the corporate limits of the City, the Souris River Joint Board shall have the ability to direct and approve utility relocations, but only after receiving written approval from the City Engineer or Public Works Director. Any and all expenses relating to relocating utilities pursuant to this subsection shall be paid in accordance with the individual utility company's agreement with the Souris River Joint Board.

§8. That Appendix B, Subpart V (Cable Television), Division 1 (Midcontinent Communications), Section 3 (Public ways), of the Code of Ordinances, City of Minot,

North Dakota is amended by adding a new subsection to be numbered section 3.5.1.2, which section shall read as follows:

3.5.1.2.1.1 *Relocation due to Mouse River Enhanced Flood Protection Project.* For utility relocations necessary as a result of the Mouse River Enhanced Flood Protection Project within the corporate limits of the City, the Souris River Joint Board shall have the ability to direct and approve utility relocations, but only after receiving written approval from the City Engineer or Public Works Director. Any and all expenses relating to relocating utilities pursuant to this subsection shall be paid in accordance with the individual utility company's agreement with the Souris River Joint Board.

§9. This Ordinance shall become effective upon final passage and approval.

PASSED FIRST READING: May 1, 2017

PASSED SECOND READING:

ATTEST:

APPROVED:

Kelly Matalka, City Clerk

Chuck Barney, Mayor



TO: Mayor Chuck Barney
Members of the City Council

FROM: Dan Jonasson, Director of Public Works

DATE: 5-18-2017

SUBJECT: SUNDRE RAW WATERLINE AND RESERVOIR SYSTEM P#4195

I. RECOMMENDED ACTION

1. Recommend approval of the engineering amendment with Houston Engineering.
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Basic design services were expanded to cover finding a site location for the reservoir and pump station, which took extra effort due to unwilling land owners. In addition extra negotiations for land purchase, easements for the pipeline and design of repairs and upgrades to well D in the sundre well field were added to the project. Finally, additional engineering was required for the rebidding of the project.

B. Proposed Project

Replacing an old fiberglass line with a smaller pressure line that can be maintained and parts are available for.

Providing a mixing of ground water with the lake water prior to final treatment at the Minot WaterPlant.

Provide raw water storage from the sundre field of approx. 2 million gallons, which will reduce the amount of storage needed on the line coming from the water plant at Max.

C. Consultant Selection

Houston Engineering was chosen for the design and Construction engineering under the state requirements for engineering selection. Houston has completed the design, projects were bid in two separate plan sets in April and the reservoir bids were rejected by Council and rebid. This contract amendment is for the additional design engineering services.

IV. IMPACT:

A. Strategic Impact:

This is the major raw water source for the City of Minot and NAWS system

B. Fiscal Impact:

Funding for this project was approved by City Council at the March 2016 Council meeting.

The Design Engineering in total was estimated at not to exceed \$745,300

This amendment would increase the design engineering by \$60,000 to \$805,300

Funding for this project is from NAWs sales tax cash reserves. 65% of the cost will be reimbursed by the State Water commission on a future NAWs project.

V. TIME CONSTRAINTS

Council's approval of the recommendation will allow the project to be bid, designed and constructed within the 2017 construction season.

LIST OF ATTACHMENTS

Place your list of attachments here, in order they were referenced in the document. For example:

- A. Amendment to task order K – Houston Engineering - \$60,000

Approved for Council Agenda: _____

Date: _____

Amendment To Task Order No. 3

1. Background Data:

- a. Effective Date of Task Order: March 8th, 2016
- b. Owner: City of Minot
- c. Engineer: Houston Engineering, Inc.
- d. Specific Project: Sundre Raw Water Supply System Relocation (#4195)

2. Description of Modifications

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

Phase 1 (Study, Preliminary and Final Design) – Well “C” modifications were part of the original design, at the 90% plan review meeting it was decided to not incorporate these changes and instead perform modifications to Well “D”. During the bidding process it was discovered that the Well “D” casing was not the size the owner had originally thought and the modifications were removed from the contract. As the bids for the BPS/Reservoir project were ultimately rejected by the City, Well “D” modifications with the correct size casing and pump were re-added to the contract and needed to be re-designed and the an additional bidding cycle (preparing ad for bid, fielding questions from bidders, etc.) adding additional cost to the contract.

In addition, cooperation from certain landowners to obtain easements for the project has been minimal and multiple meetings and communications have been necessary to obtain the easements.

- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Phase 1 - \$60,000

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$745,300
b.	Net change for prior amendments:	\$0
c.	This amendment amount:	\$60,000
d.	Adjusted Task Order amount:	\$805,300

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is June 6th, 2017.

OWNER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER:

By: David Schwengler

Title: Project Manager

Date
Signed: _____