



Committee of the Whole  
Wednesday, October 31, 2018  
City Council Chambers, City Hall

**1. 2018 STREET SEAL DISTRICT FINAL PAYMENT (4310)**

This is the annual maintenance project to seal the asphalt pavement surfaces and fill the cracks that have developed over time. The project helps protect the pavement surface and prevents surface water infiltration for approximately 5 years.

**Approve the final payment of \$734,521.70 to be paid to Asphalt Surface Technologies Corp. (ASTECH) for the 2018 Street Seal District.**

Documents:

[4310 -Final Pay Memo.docx](#)  
[4310 - Pay Application 3 Final Signed.pdf](#)

**2. 2018 WATERMAIN REPLACEMENT – FINAL PAYMENT (CITY PROJECT NO. 4312)**

Each year, the Water and Sewer Department budgets funds for water main replacement in areas where old water mains are in poor condition. The improvements are necessary because of the high maintenance costs over the past several years with respect to the old mains and hydrants.

**Recommend council approve the final payment for the 2018 Water Main Replacement Project to Post Construction in the amount of \$519,767.47.**

Documents:

[4312 - 2018 Watermain Replacement - Final Payment.pdf](#)  
[4312 - Final Payment.pdf](#)

**3. PUBLIC WORKS BUILDING ADDITION – FINAL PAYMENT (CITY PROJECT NO. 3884)**

Multiple departments added staff between 2010 and 2014 to accommodate flood recovery and the rapid growth in our community. This created a very crowded office complex with limited locations for training and meeting space. This project built a 12,000 square foot addition to the Street Department and shop along with about 5,000 square feet of office and meeting room space to the public works facility.

**It is recommended the City Council approve the final payment for the Public Works Building Addition Project to Rolac Construction in the amount of \$15,000.00.**

Documents:

[3884 - Public Works Building Addition - Final Payment.pdf](#)  
[Rolac Pay request final.pdf](#)

**4. RENAISSANCE PARKING STRUCTURE FINAL PAYMENT (3738.1)**

The parking structure work started in October 2013 and was substantially complete in February 2016. All punch list and warranty items have been completed and the project is

ready for final payment.

**It is recommended the City Council approve the final payment to Shaw Lundquist & Associates in the amount of \$265,392.51 for the Renaissance Parking Structure.**

Documents:

[3738.1 Renaissance Parking Structure Final Payment.docx](#)  
[Renaissance Parking Structure Final Pay App.pdf](#)

**5. CENTRAL PARKING STRUCTURE FINAL PAYMENT (3738.2)**

The parking structure work started in October 2013 and was substantially complete in May 2016. All punch list and warranty items have been completed and the project is ready for final payment.

**It is recommended the City Council approve the final payment to Shaw Lundquist & Associates in the amount of \$275,957.58 for the Central Parking Structure.**

Documents:

[3738.2 Central Parking Structure Final Payment.docx](#)  
[Central Parking Structure Final Pay App.pdf](#)

**6. ORDINANCE AMENDING SECTION 2-48(A) VACATION AND SICK LEAVE**

The City Council approved a change to the annual leave observed by employees of the City and the attached ordinance reflects those changes to apply to the City Manager's position.

**It is recommended the City Council pass an ordinance on first reading amending Section 2-48(A) (Vacation and Sick Leave), Article III (City Officers), Division 2 (City Manager) of the Minot Code of Ordinances.**

Documents:

[Ordinance 2-48 \(a\) City Manager Vacation.doc](#)

**7. RURAL COMMUNITY GRANT FUND - BOMB K9 PROJECT**

The Minot Police Department requests authorization to pursue \$19,396 in grant funding through the Rural Community Grant Fund for the purchase of an additional police K9 to be trained in the detection of explosives and police patrol work. This funding will pay for the purchase of the police dog, training and lodging for the new handler during training.

**Recommend authorization to apply for and accept the Rural Community Grant for the purchase of a dual purpose police dog for the purpose of bomb detection and patrol work for the Minot Police Department.**

Documents:

[Rural Community Grant Fund \\_ Council Memo.pdf](#)  
[Rural Community Grant Fund Cycle MPD.pdf](#)

**8. DONATION OF EXPLOSIVE MAGAZINE STORAGE CONTAINER**

The Minot Police Department Bomb team uses explosives for render safe procedures which includes counter charging dangerous items or devices. Explosive magazine storage containers are used to house these explosives. Transportation costs for explosives delivered to Minot can be significant. C&J Energy Services Casehold Solutions offered to donate a used explosive storage magazine container to the Minot Police Department Bomb Team.

**It is recommended the City Council approve and accept the equipment donation offer from C&J Energy Services Casehold Solutions.**

Documents:

[Explosive Magazine Container Donation.pdf](#)  
[IMG\\_0942.JPG](#)  
[IMG\\_0944.JPG](#)  
[IMG\\_0943.JPG](#)

**9. NAWS ADAPTIVE MANAGEMENT PLAN MOU WITH BUREAU OF RECLAMATION**

The MOU was sent back to the Bureau and asked that section "VII Terms" be revised. The Bureau has provided a letter that in summary states, "the intent of the MOU term in question is to clearly state that no party signatory to the MOU will seek relief against Reclamation in the event the party disagrees with a future adaptive management decision. This term is included in each MOU Reclamation is entering into, and we believe consistency in these MOUs is important. Because Reclamation is the sole decision maker, we don't believe it is necessary or appropriate for this MOU term to be reciprocal. Reclamation will not seek relief against the City of Minot for carrying out its role under this MOU." In discussions between staff, the City Attorney and the City Manager, we believe this supplemental letter is adequate in lieu of adjusting the actual MOU.

**Recommend approval of the MOU with the supplemental letter, as attached provided by the Bureau of Reclamation and authorize the Mayor to appoint the Public Works Director and Asst. Public Works Director to the AMP team.**

Documents:

[memo naws amp plan agreement revised.pdf](#)  
[DRAFT\\_Minot MOU Clarification Letter 2018-10-23.pdf](#)  
[US Bureau of Reclamation.PDF](#)  
[Bureau of Reclamation Letter.pdf](#)

**10. DEPARTMENT PRESENTATION: PUBLIC WORKS**

The Director of Public Works will present an update on current activities, opportunities, and obstacles encountered within the Public Works Department.



**TO:** Mayor Shaun Sipma  
Members of the City Council

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

**DATE:** 10/22/2018

**SUBJECT: 2018 STREET SEAL DISTRICT FINAL PAYMENT (4310)**

#### **I. RECOMMENDED ACTION**

1. Approve the final payment of \$734,521.70 to be paid to Asphalt Surface Technologies Corp. (ASTECH).

#### **II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	857-4100
Emily Huettl, Assistant City Engineer	857-4100

#### **III. DESCRIPTION**

##### **A. Background**

This is the annual maintenance project to seal the asphalt pavement surfaces and fill the cracks that have developed over time. The project helps protect the pavement surface and prevents surface water infiltration for approximately 5 years.

##### **B. Proposed Project**

N/A

##### **C. Consultant Selection**

N/A

#### **IV. IMPACT:**

##### **A. Strategic Impact:**

Timely maintenance of city street infrastructure significantly delays the need for street infrastructure replacement.

##### **B. Service/Delivery Impact:**

N/A

##### **C. Fiscal Impact**

The project was paid for with budgeted funds from the street improvement account.

#### Project Costs

Engineer's Estimate	\$ 1,198,811.41
Contractor's Low Bid	\$ 937,596.18
Contractors Low Bid with Change Orders	\$ 977,615.33
Final Construction Contract Cost	\$ 939,703.96

Final Contract Cost Minus Liquidated Damages      \$      915,403.96

The final cost of the overall project was approximately 2.37% under original bid price.

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

A. None except timely payment to contractor for services provided.

**VII. LIST OF ATTACHMENTS**

A. Progressive Estimate No. 3 (Final)

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 3									
2018 STREET SEAL DISTRICT		Application Period: 8/01/2018 - 11/1/2018		Application Date: 11/1/2018					
City Project No.: 4310		To (Owner): <u>City of Minnetonka</u>		Via (Engineer): Lance E Meyer, PE					
Contract Completion Date: 8/31/2018		From (Contractor): ASTECH Corporation		City Engineer					
Change Order Summary									
Approved Change Orders:									
Number	Additions	Deductions	1. ORIGINAL CONTRACT PRICE		\$ 937,596.18				
1	\$40,019.15								
			2. NET CHANGE BY CHANGE ORDERS (C)		\$40,019.15				
			3. CURRENT CONTRACT PRICE		\$ 977,615.33				
			4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)		\$ 939,703.96				
			5. RETAINAGE:						
			a. <u>0%</u> x \$ 939,703.96	Work Completed	\$ -				
			b. <u>0%</u> x \$ -	Stored Materials	\$ -				
			c. Total Retainage (Line 5a + Line 5b)		\$ -				
			6. LIQUIDATED DAMAGES:						
			27 Days x \$ 900.00 per day		\$ 24,300.00				
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)		\$ 939,703.96				
			8. LESS PREVIOUS PAYMENTS (Line 7 from prior Application)		\$ 180,882.26				
			9. AMOUNT DUE THIS APPLICATION		\$ 758,821.70				
			10 BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)		\$ 939,703.96				
			11. % OF COMPLETION ORIGINAL PRICE CURRENT PRICE Payment of:		100.22% (Line 10 + Line 1) 96.12% (Line 10 + Line 3) \$ 734,521.70 (Line 9 or other - attach explanation of other amount)				
By: <u>Lance E Meyer</u>		Date: 10/18/18		10/22/18 (Date)					
is respectfully submitted:									
Lance E Meyer, City Engineer									

CONTRACTORS APPLICATION FOR PAYMENT NO. 3										
Application Date: 11/7/2018										
Via [Engineer]: Source: May et., PE City Engineer:										
Contractor's Name: ASTECH Corporation										
Contract Completion Date: 8/31/2018										
Item		Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities*	Current Value	Estimated Quantity Installed to Date	Materials Presently Stored (net in C)
Bid Item No.	Description									
Unit 1 - 3rd Ave SE to Valley Bluff C. B. 11th St SE to Zee										
1. CONTRACT BOND	EA	1	\$ 727.00	\$ 727.00	-	727.00	1.00	\$ 727.00	-	\$ 727.00
2. WORKORIZATION	EA	1	\$ 5,000.00	\$ 5,000.00	-	5,000.00	1.00	\$ 5,000.00	-	\$ 5,000.00
3. TRAFFIC CONTROL	EA	1	\$ 5,000.00	\$ 5,000.00	-	5,000.00	1.00	\$ 5,000.00	-	\$ 5,000.00
4. BITUMINOUS SEAL OIL C50-2P	Gal	30.00	\$ 3,480.00	\$ 100,440.00	\$ 3,480.00	3,480.00	116.00	\$ 3,480.00	-	\$ 3,480.00
5. BUTTER SAND CL. 44	TN	12	\$ 1.00	\$ 12.00	-	12.00	100.48	\$ 12.00	-	\$ 12.00
6. COVER COAT AGGREGATE CL. 41M	SY	15.543	\$ 0.60	\$ 9,325.80	\$ 69,595.80	69,595.80	-	\$ 69,595.80	-	\$ 69,595.80
7. CRACK SEALING -ROUTED	LF	13.545	\$ 0.55	\$ 7,449.75	\$ 6,900.00	6,900.00	1.75	\$ 6,900.00	-	\$ 6,900.00
8. CRACK SEALING -NON ROUTED	LF	5.212	\$ 0.50	\$ 2,656.00	\$ 3,626.00	3,626.00	-	\$ 3,626.00	-	\$ 3,626.00
9. BITUMINOUS PATCH	SY	800	\$ 40.43	\$ 32,344.00	\$ 399.88	399.88	1.00	\$ 40.43	-	\$ 40.43
10. BITUMINOUS LEVING COURSE	TN	128	\$ 185.30	\$ 26,984.40	\$ 207.64	207.64	20.64	\$ 207.64	-	\$ 207.64
11. PERFORMED PATTERNED PAINT MK -MESSAGE - GROOVED	SF	-	\$ 31.50	\$ -	\$ -	\$ -	-	\$ -	-	\$ 31.50
12. PERFORMED PATTERNED PAINT MK -2" LINE - GROOVED	LF	34	\$ 31.50	\$ 1,071.00	\$ 1,071.00	1,071.00	34.00	\$ 1,071.00	-	\$ 1,071.00
13. PERFORMED PATTERNED PAINT MK -5" LINE - GROOVED	LF	-	\$ 8.40	\$ -	\$ -	\$ -	-	\$ -	-	\$ 8.40
14. PERFORMED PATTERNED PAINT MK -8" LINE - GROOVED	LF	246	\$ 10.50	\$ 1,539.00	\$ 1,539.00	1,539.00	246.00	\$ 1,539.00	-	\$ 1,539.00
15. PERFORMED PATTERNED PAINT MK -2" LINE - GROOVED	LF	-	\$ 0.83	\$ -	\$ -	\$ -	-	\$ -	-	\$ 0.83
16. PAINT MK PAINTED 5" LINE - SOLID WHITE	LF	-	\$ 0.83	\$ -	\$ -	\$ -	-	\$ -	-	\$ 0.83
17. PAINT MK PAINTED 4" LINE - SOLID YELLOW	LF	-	\$ 0.83	\$ -	\$ -	\$ -	-	\$ -	-	\$ 0.83
18. PAINT MK PAINTED 4" LINE - SOLID DOUBLE YELLOW	LF	-	\$ 1.60	\$ -	\$ -	\$ -	-	\$ -	-	\$ 1.60
19. PAVE PAVEMENT MARKINGS	LF	210	\$ 2.00	\$ 441.00	\$ 441.00	441.00	210.00	\$ 441.00	-	\$ 441.00
20. GEOTEXTILE FABRIC	ZY	40	\$ 3.15	\$ 126.00	\$ -	\$ -	-	\$ -	-	\$ 0.00
21. CLASS 5	TON	24	\$ 37.50	\$ 900.00	\$ -	\$ -	-	\$ -	-	\$ 0.00
22. COMMON EXCAVATION	CY	13	\$ 31.50	\$ 409.50	\$ -	\$ -	-	\$ -	-	\$ 0.00
23. SUBGRADE PREPARATION	SY	40	\$ 4.20	\$ 168.00	\$ -	\$ -	-	\$ -	-	\$ 0.00
24. ADJUST GATE VALVE BOX	EA	5	\$ 285.00	\$ 1,425.00	\$ 7.00	7.00	1,425.00	-	\$ 1,425.00	\$ 140.00
25. ADJUST MANHOLE	EA	2	\$ 426.00	\$ 852.00	\$ -	\$ -	-	\$ -	-	\$ 0.00
Unit 2 TOTAL					\$ 190,092.70			\$ 222,369.14		\$ 20,222.62

## CONTRACTOR'S APPLICATION FOR PAYMENT NO. 3

Application Period: 8/01/2018 - 11/12/2018

11/12/2018

To Owner: City of Atlanta

Via (Signature):

Lance E Meyer, P.E.  
City Engineer

Contract Completion Date: 03/21/2016

Applied Date:

Via (Signature):

Lance E Meyer, P.E.  
City Engineer

From (Contractor): ASTECH Corporation

Via (Signature):

Lance E Meyer, P.E.  
City Engineer

Via (Signature):

Lance E Meyer, P.E.  
City Engineer

Via (Signature):

Lance E Meyer, P.E.  
City Engineer

Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed to Date	Value	Materials Presently Stored (not in C)	Total	Completed and Stored to Date (D + E)	% Balance to Date (F + E)	G	
A	B	C	D	E	F											
1	Unit 2 - B- Ave SW to 8th ST N. Broadway Fromney Rd. to Mulberry Loop	EA	1	\$ 455.00	\$ 455.00	-	-	\$ 455.00	1.00	\$ 455.00	-	\$ 455.00	100.00%	\$ 455.00	100.00%	
2	CONTRACT BOND	EA	1	\$ 5,500.00	\$ 5,500.00	-	-	\$ 5,500.00	10.00	\$ 5,500.00	-	\$ 5,500.00	100.00%	\$ 5,500.00	100.00%	
3	MOBILIZATION	EA	1	\$ 4,000.00	\$ 4,000.00	-	-	\$ 4,000.00	2.00	\$ 4,000.00	-	\$ 4,000.00	100.00%	\$ 4,000.00	100.00%	
4	TRAFFIC CONTROL	EA	1	\$ 2,150.00	\$ 2,150.00	-	-	\$ 2,150.00	7.50	\$ 2,150.00	-	\$ 2,150.00	100.00%	\$ 2,150.00	100.00%	
5	FLAGGING	HR	73	\$ 50.00	\$ 3,650.00	-	-	\$ 3,650.00	62,326.66	\$ 62,326.66	-	\$ 62,326.66	29.45%	\$ 62,326.66	7,410.74	
6	INDIVIDUAL SEAL CLO. CS-2P	GAL	30,584	\$ 2.90	\$ 70,237.40	-	-	\$ 70,237.40	-	\$ 70,237.40	-	\$ 70,237.40	-	\$ 70,237.40	0.00%	\$ 0.00
7	MULTI-SAND CL. 44	TN	4	\$ 1.00	\$ 4.00	-	-	\$ 4.00	-	\$ 4.00	-	\$ 4.00	-	\$ 4.00	-	\$ 4.00
8	COVER COAT AGGREGATE CL. 44M	SY	72,720	\$ 0.60	\$ 43,655.40	-	-	\$ 43,655.40	44,129.40	\$ 44,129.40	-	\$ 44,129.40	101.39%	\$ 44,129.40	504.00	
9	CRACK SEALING -ROUTED	LF	6,965	\$ 0.55	\$ 3,722.35	-	-	\$ 3,722.35	5,216.00	\$ 5,216.00	-	\$ 5,216.00	23.94%	\$ 5,216.00	578.30	
10	STRUCTURAL RE-SEALING -NON ROUTED	LF	3,772	\$ 0.50	\$ 1,885.00	-	-	\$ 1,885.00	2,078.00	\$ 2,078.00	-	\$ 2,078.00	103.99%	\$ 2,078.00	62.51%	
11	STRUCTURUS PATCH	SY	295	\$ 40.43	\$ 11,926.85	-	-	\$ 11,926.85	-	\$ 11,926.85	-	\$ 11,926.85	45.42%	\$ 11,926.85	597.00	
12	STRUCTURUS LEVING COURSE	TN	195,20	\$ 14.00	\$ 2,730.40	-	-	\$ 2,730.40	210.45	\$ 2,730.40	-	\$ 2,730.40	153.47%	\$ 2,730.40	6,032.80	
13	PERFORMED PATTERNED PAINT 1/4" LINE -MESSAGE - GROOVED	SF	-	\$ 31.50	\$ -	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
14	PERFORMED PATTERNED PAINT 1/4" LINE -20" LINE - GROOVED	LF	248	\$ 31.50	\$ 7,632.00	-	-	\$ 7,632.00	7,632.00	\$ 7,632.00	-	\$ 7,632.00	100.00%	\$ 7,632.00	0.00%	
15	PERFORMED PATTERNED PAINT 1/4" LINE - 6" LINE - GROOVED	LF	480	\$ 8.40	\$ 4,092.00	-	-	\$ 4,092.00	4,092.00	\$ 4,092.00	-	\$ 4,092.00	100.00%	\$ 4,092.00	0.00%	
16	PERFORMED PATTERNED PAINT 1/4" LINE - 6" LINE - GROOVED	LF	-	\$ 20.50	\$ -	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
17	PAINT MK. PAINTED 1/4" LINE -SOLID WHITE	LF	315	\$ 0.83	\$ 263.45	-	-	\$ 263.45	-	\$ 263.45	-	\$ 263.45	-	\$ 263.45	(65.36)	
18	PAINT MK. PAINTED 1/4" LINE -SOLID YELLOW	LF	600	\$ 0.83	\$ 498.00	-	-	\$ 498.00	-	\$ 498.00	-	\$ 498.00	100.00%	\$ 498.00	-	
19	PAINT MK. PAINTED 1/4" LINE -SOLID DOUBLE YELLOW	LF	-	\$ 1.60	\$ -	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
20	MASK PAVEMENT MARKINGS	SF	86	\$ 2.10	\$ 180.30	-	-	\$ 180.30	380.00	\$ 380.00	-	\$ 380.00	100.60	\$ 380.00	100.00%	
21	RECONCRETE PAVEMENT	SY	52	\$ 1.15	\$ 47.75	-	-	\$ 47.75	-	\$ 47.75	-	\$ 47.75	-	\$ 47.75	-	
22	CLASS 5	TON	9	\$ 37.50	\$ 337.50	-	-	\$ 337.50	-	\$ 337.50	-	\$ 337.50	-	\$ 337.50	-	
23	COMMON EXCAVATION	CY	5	\$ 31.50	\$ 157.50	-	-	\$ 157.50	-	\$ 157.50	-	\$ 157.50	-	\$ 157.50	-	
24	GRADE PREPARATION	SY	12	\$ 4.20	\$ 52.40	-	-	\$ 52.40	-	\$ 52.40	-	\$ 52.40	-	\$ 52.40	-	
25	ADJUST GATE/VALVE BOX	EA	3	\$ 183.00	\$ 549.00	-	-	\$ 549.00	2.00	\$ 549.00	-	\$ 549.00	100.00%	\$ 549.00	163.00	
26	ADJUST MANHOLE	EA	1	\$ 420.00	\$ 420.00	-	-	\$ 420.00	-	\$ 420.00	-	\$ 420.00	-	\$ 420.00	-	
27	UNIT 1-2 TOTAL			\$ 173,711.30	\$ 172,542.47	-	-	\$ 172,542.47	-	\$ 172,542.47	-	\$ 172,542.47	-	\$ 172,542.47	-	
28	UNITS 1-2 TOTAL			\$ 444,312.25	\$ 322,575.37	-	-	\$ 322,575.37	-	\$ 322,575.37	-	\$ 322,575.37	-	\$ 322,575.37	-	

## CONTRACTOR'S APPLICATION FOR PAYMENT NO. 3

Application Period:

8/01/2018 - 11/01/2018

Last Bid Date:

11/02/2018

Last Bid Date:

11/02/2018

City Project No.: 4314

Certified Completion Date: 8/05/2018

To (Owner): St. Louis City

Via (Engineer):

Laura E. Meyer, PE

City Engineer:

From Contractor: ASTECH Corporation

City Engineer:

Laura E. Meyer, PE

Address:

1000 N. 10th Street, Suite 1000

City:

St. Louis, MO 63101

State:

Missouri

Zip:

63101

Phone:

(314) 281-1000

Fax:

(314) 281-1000

Email:

astech@astech.com

Web Address:

www.astech.com

Contractor's Address:

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City:

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(314) 281-1000

Email:

astech@astech.com

Web Address:

www.astech.com

Contractor's Name:

ASTECH Corporation

Address:

1000 N. 10th Street, Suite 1000

City:

St. Louis, MO 63101

State:

Missouri

Zip:

63101

Phone:

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Contractor's Name:

ASTECH Corporation

Address:

1000 N. 10th Street, Suite 1000

City:

St. Louis, MO 63101

State:

Missouri

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 3														
Application Period:		1/1/2016 - 1/1/2016												
To (Name):		City of Seal Beach												
Contract Completion Date:		02/17/2016												
From Contractor:		ASTECH Corporation												
Bid Item No.	Item	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Estimated Quantity Installed to Date	Value	Materials Presently Stored (not in C)	Total Completed and Started to Date (D + E)	% Complete (F + E)	Balance to Date (B - F)
1	CONTRACT BOND	EA	1	5	220.00	\$ 220.00	-	-	220.00	\$ 220.00	-	100.00%	\$ -	
2	INORIZATION	EA	1	5	2,000.00	\$ 2,000.00	-	-	2,000.00	\$ 2,000.00	-	100.00%	\$ -	
3	TRAFFIC CONTROL	EA	1	5	5,000.00	\$ 5,000.00	-	-	5,000.00	\$ 5,000.00	-	100.00%	\$ -	
4	FLAGGING	HR	48	5	30.00	\$ 1,200.00	-	-	1,200.00	\$ 1,200.00	-	100.00%	\$ -	
5	BITUMINOUS SEAL OIL CS5-2P	Gal	12,760	5	2.50	\$ 40,880.00	-	-	40,880.00	\$ 40,880.00	-	100.00%	\$ -	
6	BLOTTER SAND CL 44	TN	5	5.00	0.60	\$ 25,371.00	-	-	25,371.00	\$ 25,371.00	-	100.00%	\$ 5.00	
7	COPIC COAT ASBESTOSATE CL 11M	SY	42,745	5	0.60	\$ 2,693.30	-	-	2,693.30	\$ 2,693.30	-	100.00%	\$ -	
8	CRACK SEALING - ROUTED	LF	3,805	5	0.55	\$ 2,400.00	-	-	2,400.00	\$ 2,400.00	-	100.00%	\$ -	
9	CRACK RESEALING - NON ROUTED	LF	1,023	5	0.50	\$ 951.50	-	-	951.50	\$ 951.50	-	100.00%	\$ 951.50	
10	BITUMINOUS PATCH	ST	57	42	5	\$ 1,591.06	2.67	-	1,591.06	\$ 1,591.06	-	100.00%	\$ 1,591.06	
11	BITUMINOUS LEVELING COURSE	TN	11	5	195.30	\$ 2,348.30	12.61	-	2,348.30	\$ 2,348.30	-	100.00%	\$ -	
12	PERFORMED PATTERNED PAINT INK - MESSAGE - GROOVED	ST	-	5	31.50	\$ -	-	-	31.50	\$ -	-	100.00%	\$ -	
13	PERFORMED PATTERNED PAINT INK - MESSAGE - GROOVED	LF	-	5	31.50	\$ -	-	-	31.50	\$ -	-	100.00%	\$ -	
14	PERFORMED PATTERNED PAINT INK - 5" LINE - GROOVED	LF	-	5	8.40	\$ -	-	-	8.40	\$ -	-	100.00%	\$ -	
15	PERFORMED PATTERNED PAINT INK - 5" LINE - GROOVED	LF	-	5	10.50	\$ -	-	-	10.50	\$ -	-	100.00%	\$ -	
16	PERFORMED PATTERNED PAINT INK - 4" LINE - GROOVED	LF	-	5	0.83	\$ -	-	-	0.83	\$ -	-	100.00%	\$ -	
17	PAINT INK PAINTED 4" LINE - SOLID WHITE	LF	-	5	0.83	\$ -	-	-	0.83	\$ -	-	100.00%	\$ -	
18	PAINT INK PAINTED 4" LINE - SOLID YELLOW	LF	-	5	0.83	\$ -	-	-	0.83	\$ -	-	100.00%	\$ -	
19	PAINT INK PAINTED 4" LINE - SOLID DOUBLE YELLOW	LF	-	5	1.60	\$ -	-	-	1.60	\$ -	-	100.00%	\$ -	
20	MASK PAINTED MARGARITES	ST	-	5	2.10	\$ -	-	-	2.10	\$ -	-	100.00%	\$ -	
21	GEOSYNTHETIC FABRIC	SY	2	5	3.15	\$ 6.30	-	-	6.30	\$ -	-	100.00%	\$ 6.30	
22	CLASS 5	TN	1	5	37.50	\$ 37.50	-	-	37.50	\$ -	-	100.00%	\$ 37.50	
23	COMMON EXCAVATION	SY	1	5	31.50	\$ 31.50	-	-	31.50	\$ -	-	100.00%	\$ 31.50	
24	GRADE PREPARATION	SY	2	5	4.20	\$ 8.40	-	-	8.40	\$ -	-	100.00%	\$ 8.40	
25	ADJUST GATE VALVE BOX	EA	2	5	183.00	\$ 365.00	-	-	365.00	\$ -	-	100.00%	\$ 365.00	
26	ADJUST MANHOLE	EA	1	5	420.00	\$ 420.00	-	-	420.00	\$ -	-	100.00%	\$ 420.00	
UNIT 1-4 TOTAL						\$ 68,389.12			\$ 72,525.63			\$ 7,331.18		
UNIT 1-4 TOTAL						\$ 64,354.46			\$ 64,354.46			\$ 25,407.55		
						\$ 673,513.16			\$ 673,513.16					

1	CONTRACT BOND	EA	1	5	220.00	\$ 220.00	-	-	220.00	\$ 220.00	-	100.00%	\$ -
2	INORIZATION	EA	1	5	2,000.00	\$ 2,000.00	-	-	2,000.00	\$ 2,000.00	-	100.00%	\$ -
3	TRAFFIC CONTROL	EA	1	5	5,000.00	\$ 5,000.00	-	-	5,000.00	\$ 5,000.00	-	100.00%	\$ -
4	FLAGGING	HR	48	5	1,200.00	\$ 1,200.00	-	-	1,200.00	\$ 1,200.00	-	100.00%	\$ -
5	BITUMINOUS SEAL OIL CS5-2P	Gal	12,760	5	2.50	\$ 40,880.00	-	-	40,880.00	\$ 40,880.00	-	100.00%	\$ 40,880.00
6	BLOTTER SAND CL 44	TN	5	5.00	0.60	\$ 25,371.00	-	-	25,371.00	\$ 25,371.00	-	100.00%	\$ 5.00
7	COPIC COAT ASBESTOSATE CL 11M	SY	42,745	5	0.60	\$ 2,693.30	-	-	2,693.30	\$ 2,693.30	-	100.00%	\$ -
8	CRACK SEALING - ROUTED	LF	3,805	5	0.55	\$ 2,400.00	-	-	2,400.00	\$ 2,400.00	-	100.00%	\$ -
9	CRACK RESEALING - NON ROUTED	LF	1,023	5	0.50	\$ 951.50	-	-	951.50	\$ 951.50	-	100.00%	\$ 951.50
10	BITUMINOUS PATCH	ST	57	42	5	\$ 1,591.06	2.67	-	1,591.06	\$ 1,591.06	-	100.00%	\$ 1,591.06
11	BITUMINOUS LEVELING COURSE	TN	11	5	195.30	\$ 2,348.30	12.61	-	2,348.30	\$ 2,348.30	-	100.00%	\$ -
12	PERFORMED PATTERNED PAINT INK - MESSAGE - GROOVED	ST	-	5	31.50	\$ -	-	-	31.50	\$ -	-	100.00%	\$ -
13	PERFORMED PATTERNED PAINT INK - MESSAGE - GROOVED	LF	-	5	31.50	\$ -	-	-	31.50	\$ -	-	100.00%	\$ -
14	PERFORMED PATTERNED PAINT INK - 5" LINE - GROOVED	LF	-	5	8.40	\$ -	-	-	8.40	\$ -	-	100.00%	\$ -
15	PERFORMED PATTERNED PAINT INK - 5" LINE - GROOVED	LF	-	5	10.50	\$ -	-	-	10.50	\$ -	-	100.00%	\$ -
16	PERFORMED PATTERNED PAINT INK - 4" LINE - GROOVED	LF	-	5	0.83	\$ -	-	-	0.83	\$ -	-	100.00%	\$ -
17	PAINT INK PAINTED 4" LINE - SOLID WHITE	LF	-	5	0.83	\$ -	-	-	0.83	\$ -	-	100.00%	\$ -
18	PAINT INK PAINTED 4" LINE - SOLID YELLOW	LF	-	5	0.83	\$ -	-	-	0.83	\$ -	-	100.00%	\$ -
19	PAINT INK PAINTED 4" LINE - SOLID DOUBLE YELLOW	LF	-	5	1.60	\$ -	-	-	1.60	\$ -	-	100.00%	\$ -
20	MASK PAINTED MARGARITES	ST	-	5	2.10	\$ -	-	-	2.10	\$ -	-	100.00%	\$ -
21	GEOSYNTHETIC FABRIC	SY	2	5	3.15	\$ 6.30	-	-	6.30	\$ -	-	100.00%	\$ 6.30
22	CLASS 5	TN	1	5	37.50	\$ 37.50	-	-	37.50	\$ -	-	100.00%	\$ 37.50
23	COMMON EXCAVATION	SY	1	5	31.50	\$ 31.50	-	-	31.50	\$ -	-	100.00%	\$ 31.50
24	GRADE PREPARATION	SY	2	5	4.20	\$ 8.40	-	-	8.40	\$ -	-	100.00%	\$ 8.40
25	ADJUST GATE VALVE BOX	EA	2	5	183.00	\$ 365.00	-	-	365.00	\$ -	-	100.00%	\$ 365.00
26	ADJUST MANHOLE	EA	1	5	420.00	\$ 420.00	-	-	420.00	\$ -	-	100.00%	\$ 420.00
UNIT 1-4 TOTAL						\$ 68,389.12			\$ 72,525.63			\$ 7,331.18	
UNIT 1-4 TOTAL						\$ 64,354.46			\$ 64,354.46			\$ 25,407.55	
						\$ 673,513.16			\$ 673,513.16				

## CONTRACTOR'S APPLICATION FOR PAYMENT NO. 3

Application Period: 30/12/2018 - 11/01/2018

2018 STREET SEAL DISTRICT		Application Date: 11/01/2018	
City Project No.: 4510		To (Owner): City of Elgin	
Contract Completed Date: 03/01/2018		From Contractor: ASTECH Corporation	
Bid Item No.	Description	Unit	Bid Value
Item	Description	Unit	Bid Value

Item	Description	Unit	Bid Value	Previous Pay Quantities	Current Pay Quantities	Estimated Quantity Delivered to Date	Value	Materials Pending Stored (Net in C)	Total	Completed and Stored to Date (D + E)	% Complete (F + G)	Balance to Date (B - F)	
Unit 5 - 25th Ave NW to 33rd Ave NW & 21st St NW to 23rd St NW													
1	CONTRACT BOND	EA	1	\$ 280.00	\$ 280.00	-	\$ 280.00	-	\$ 280.00	\$ 280.00	100.00%	\$ -	
2	MOBILIZATION	EA	1	\$ 2,000.00	\$ 2,000.00	-	\$ 2,000.00	-	\$ 2,000.00	\$ 2,000.00	100.00%	\$ -	
3	TRAFFIC CONTROL	EA	1	\$ 3,000.00	\$ 3,000.00	-	\$ 3,000.00	-	\$ 3,000.00	\$ 3,000.00	100.00%	\$ -	
4	FLAGGING	HR	38	\$ 1,140.00	\$ 1,140.00	-	\$ 1,140.00	-	\$ 1,140.00	\$ 1,140.00	100.00%	\$ -	
5	BITUMINOUS SEAL OIL 65-70	Gal	16,513	\$ 2.50	\$ 37,133.50	-	\$ 37,133.50	-	\$ 37,133.50	\$ 37,133.50	100.00%	\$ -	
6	BLUTTER SAND CL. 24	TN	4	\$ 4.00	\$ 16.00	-	\$ 16.00	-	\$ 16.00	\$ 16.00	100.00%	\$ -	
7	COVER COAT AGGREGATE C 30M	SV	34,458	\$ 0.60	\$ 22,074.80	-	\$ 22,074.80	-	\$ 22,074.80	\$ 22,074.80	100.00%	\$ -	
8	CRACK SEALING -ROUTED	LF	10,982	\$ 0.55	\$ 6,025.10	\$ 21,133.00	-	\$ 21,133.00	-	\$ 21,133.00	\$ 21,133.00	100.00%	\$ -
9	CRACK SEALING - NON ROUTED	LF	1,791	\$ 0.50	\$ 865.50	\$ 1,487.00	-	\$ 1,487.00	-	\$ 1,487.00	\$ 1,487.00	100.00%	\$ -
10	BITUMINOUS PATCH	ST	577	\$ 40.43	\$ 23,278.11	\$ 447.34	-	\$ 447.34	-	\$ 447.34	\$ 447.34	100.00%	\$ -
11	BITUMINOUS LEVING COURSE	SV	13	\$ 191.30	\$ 2,508.90	\$ 97.57	-	\$ 97.57	-	\$ 97.57	\$ 97.57	100.00%	\$ -
12	PERFORMED PATTERNED PAINT M4 - MESSAGE - GROOVED	LF	-	\$ 31.50	\$ 955.50	-	\$ 955.50	-	\$ 955.50	\$ 955.50	100.00%	\$ -	
13	PERFORMED PATTERNED PAINT M4 - 4" LINE - GROOVED	LF	17	\$ 4.00	\$ 613.20	-	\$ 613.20	-	\$ 613.20	\$ 613.20	100.00%	\$ -	
14	PERFORMED PATTERNED PAINT M4 - 4" LINE - GROOVED	LF	73	\$ 10.50	\$ 755.50	-	\$ 755.50	-	\$ 755.50	\$ 755.50	100.00%	\$ -	
15	PERFORMED PATTERNED PAINT M4 - 5" LINE - GROOVED	LF	73	\$ 0.85	\$ 62.50	-	\$ 62.50	-	\$ 62.50	\$ 62.50	100.00%	\$ -	
16	PERFORMED PATTERNED PAINT M4 - 4" LINE - GROOVED	LF	-	\$ 0.85	\$ -	-	-	-	-	-	-	100.00%	\$ -
17	PAINT M4 PAINTER 4" LINE - SOLID WHITE	LF	-	\$ 0.85	\$ 605.25	-	\$ 605.25	-	\$ 605.25	\$ 605.25	100.00%	\$ -	
18	PAINT M4 PAINTER 4" LINE - SOLID YELLOW	LF	973	\$ 0.85	\$ 850.25	-	\$ 850.25	-	\$ 850.25	\$ 850.25	100.00%	\$ -	
19	PAINT M4 PAINTER 4" LINE - SOLID SOLID PINK	LF	927	\$ 1.60	\$ 1,483.20	-	\$ 1,483.20	-	\$ 1,483.20	\$ 1,483.20	100.00%	\$ -	
20	ASPHALT PAVING MARGINS	ST	154	\$ 2.10	\$ 323.40	-	\$ 323.40	-	\$ 323.40	\$ 323.40	100.00%	\$ -	
21	GEOSYNTHETIC FABRIC	ST	25	\$ 1.15	\$ 31.35	-	\$ 31.35	-	\$ 31.35	\$ 31.35	100.00%	\$ -	
22	CLASS 5	TDN	17	\$ 27.50	\$ 617.50	\$ 27.45	-	\$ 645.00	-	\$ 645.00	\$ 645.00	100.00%	\$ -
23	CONCRETE EXCAVATION	CI	20	\$ 1.50	\$ 31.50	\$ 31.50	-	\$ 31.50	-	\$ 31.50	\$ 31.50	100.00%	\$ -
24	SUBGRADE PREPARATION	SV	29	\$ 4.70	\$ 121.30	-	\$ 121.30	-	\$ 121.30	\$ 121.30	100.00%	\$ -	
25	ADJUST GATE VALVE BOX	EA	2	\$ 255.00	\$ 365.00	-	\$ 365.00	-	\$ 365.00	\$ 365.00	100.00%	\$ -	
26	ADJUST MANHOLE	EA	1	\$ 220.00	\$ 220.00	-	\$ 220.00	-	\$ 220.00	\$ 220.00	100.00%	\$ -	
UNIT 5 - TOTAL			\$ 105,485.01	\$ 105,485.01	\$ 67,631.35	\$ 112,685.35	-	\$ 112,685.35	-	\$ 112,685.35	\$ 112,685.35	100.00%	\$ 22,614.03

## CONTRACTOR'S APPLICATION FOR PAYMENT NO. 3

Application Date:

05/12/2013

Via Email:

Lance E. Meyer, PE

Via Email:

Lance E. Meyer, PE

Application Date:

11/11/2013

Via Email:

Lance E. Meyer, PE

Contract Completion Date: 05/12/2013

Via Email:

Lance E. Meyer, PE

To (Owner):		Contractor:		Item						Total				Completed and Stated to Date		% Balance to Date (B - F)		
				Item		Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed to Date	Vehicle	Materials Previously Stored (not in C)	Total	Completed and Stated to Date (D + E)	% Balance to Date (F + E)
Bid Item No.	Description																	
1	UNL 6-15th Ave SW to 20th Ave SW & 12th St SW to S. Broadway Rd																	
1	CONTRACT BOUND	EA	1	\$ 380.00	\$ 380.00								1.0	\$ 380.00		\$ 380.00	100.00%	\$ -
2	MORTAR	EA	1	\$ 4,000.00	\$ 4,000.00								1.0	\$ 4,000.00		\$ 4,000.00	100.00%	\$ -
3	TRAFFIC CONTROL	EA	1	\$ 5,000.00	\$ 5,000.00								1.0	\$ 5,000.00		\$ 5,000.00	100.00%	\$ -
4	FLUSHING	SR	61	\$ 26.00	\$ 1,630.00								61.0	\$ 1,630.00		\$ 1,630.00	100.00%	\$ -
5	BITUMINOUS SEAL OIL 055-2P	GAL	25.65	\$ 2.50	\$ 59,077.80								52,944.40	\$ 22,975.9	\$ 52,944.40	\$ 52,944.40	\$ 52,944.40	\$ 6,219.10
6	BLUTTER SAND CL.44	TR	7	1.00	\$ 7.00								-	-	-	-	0.00%	\$ -
7	COVER COAT AGGREGATE CL.41M	ST	51.152	0.60	\$ 36,694.80								36,691.00	\$ 61,485.0	\$ 36,691.00	\$ 26,891.00	100.53%	\$ (294.20)
8	CHUCK SEALING - ROLLED	LF	11,008	0.55	\$ 6,054.40								11,253.00	\$ 11,253.0	\$ 11,253.00	\$ 7,288.80	120.30%	\$ (1,234.20)
9	CHUCK RE-SEALING - NON ROLLED	LF	5,504	0.50	\$ 4,752.00								15,105.0	\$ 7,552.50	\$ 7,552.50	\$ 7,552.50	274.44%	\$ (4,880.50)
10	BITUMINOUS PATCH	ST	396.50	40.00	\$ 12,371.50								67.5	\$ 2,729.50		\$ 2,729.50	22.00%	\$ 9,564.56
11	BITUMINOUS LEVELING COURSE	TR	25	5.00	\$ 129.00								26.7	\$ 5,210.37		\$ 5,210.37	100.00%	\$ (337.87)
12	PERFORMED PATTERNED PAINT MARK-MESSAGE - GROOVED	ST	31	5.00	\$ 1,008.00								21.0	\$ 1,008.00		\$ 1,008.00	100.00%	\$ -
13	PERFORMED PATTERNED PAINT MARK-24" LINE - GROOVED	LF	73	5.00	\$ 2,352.50								252.50	\$ 2,352.50		\$ 2,352.50	100.00%	\$ -
14	PERFORMED PATTERNED PAINT MARK- LINE - GROOVED	LF	83	8.40	\$ 697.20								83.0	\$ 697.20		\$ 697.20	100.00%	\$ -
15	PERFORMED PATTERNED PAINT MARK-5" LINE - GROOVED	LF	124	5	\$ 1,302.00								124.0	\$ 1,302.00		\$ 1,302.00	100.00%	\$ -
16	PERFORMED PATTERNED PAINT MARK-4" LINE - GROOVED	LF	-	0.85	\$ 1.00								-	-		-	0.00%	\$ -
17	PAINT MARK PAINTED 4" LINE - SOLID WHITE	LF	-	0.83	\$ 1.00								102.0	\$ 102.0		\$ 102.0	100.00%	\$ (84.66)
18	PAINT MARK PAINTED 4" LINE - SOLID YELLOW	LF	408	0.50	\$ 405.00								405.04	\$ 405.04		\$ 405.04	100.00%	\$ -
19	PAINT MARK PAINTED 4" LINE - SOLID DOUBLE YELLOW	LF	450	1.50	\$ 720.00								450.0	\$ 720.00		\$ 720.00	100.00%	\$ -
20	WATER AVERAGE MARGINS	ST	760	2.10	\$ 1,596.00								1,596.00	\$ 1,596.00		\$ 1,596.00	100.00%	\$ -
21	GEOSYNTHETIC FABRIC	ST	15	3.15	\$ 47.25								-	-		-	0.00%	\$ 47.25
22	CARS S.	TON	9	5	\$ 37.50								387.50				337.50	
23	COMMON EXCAVATION	CF	-	31.50	\$ 127.50								-	-		-	0.00%	\$ 127.50
24	SUBGRADE PREPARATION	ST	15	5	\$ 62.00								63.00				63.00	
25	ADJUST GATE/VALVE BOX	EA	2	5	\$ 345.00								-	-		-	0.00%	\$ 345.00
26	ADJUST MANHOLE	ST	1	5	\$ 420.00								-	-		-	0.00%	\$ 420.00
27	UNITS 5-6 TOTAL				\$ 142,532.07								\$ 109,120.80		\$ 131,914.10	\$ 10,620.68		
					\$ 221,940.24								\$ 689,167.46		\$ 848,708.53	\$ 848,708.53		
					\$ 463,498.71												33,231.71	

UNITS 5-6 TOTAL \$ 221,940.24 \$ 689,167.46 \$ 848,708.53 \$ 848,708.53 \$ 33,231.71

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 3																
Application Period:		8/01/2018 - 11/1/2018														
To (Owner):		City of Atlanta														
Firm (Contractor):		ASTECH Corporation														
Contract Completion Date:		8/31/2018														
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed to Date		Materials Presently Stored (net in C)	Value	Total Completed and Stored to Date (D + E)	% Complete (F + G)	Balance as of Date (B - F)	
									C	D						E
Unit 7: 39th Ave SW to Crypte Ave & Auditorium to Crossed St SW																
1	CONTRACT BOND	EA	1	\$ 50.00	\$ 50.00	-	-	\$ 50.00	1.0	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	
2	MOBILIZATION	EA	1	\$ 1,000.00	\$ 1,000.00	-	-	\$ 1,000.00	1.0	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
3	TRAFFIC CONTROL	EA	1	\$ 2,000.00	\$ 2,000.00	-	-	\$ 2,000.00	1.0	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
4	FLAGGING	HR	8	\$ 30.00	\$ 240.00	-	-	\$ 240.00	8.0	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00	
5	BITUMINOUS SEAL OIL CR5-2P	GL	3,234	5	\$ 2.30	\$ 7,571.20	-	-	\$ 7,571.20	5	\$ 2,945.5	\$ 2,945.5	\$ 2,945.5	\$ 2,945.5	\$ 2,945.5	\$ 2,945.5
6	BLOTTER SAND CR-44	TN	1	\$ 1.00	\$ 1.00	-	-	\$ 1.00	-	-	-	-	-	-	-	
7	COVER COAT AGGREGATE CR-44M	ST	7,842	5	\$ 0.60	\$ 4,705.20	-	-	\$ 4,705.20	5	\$ 585.20	\$ 585.20	\$ 585.20	\$ 585.20	\$ 585.20	\$ 585.20
8	CHALK SEALING - ROUTED	LF	706	5	\$ 0.55	\$ 380.30	-	-	\$ 380.30	724.00	\$ 398.20	\$ 398.20	\$ 398.20	\$ 398.20	\$ 398.20	\$ 398.20
9	COUCH RE-SEALING - NON ROUTED	LG	353	5	\$ 0.50	\$ 176.50	-	-	\$ 176.50	200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
10	BITUMINOUS PATCH	ST	2	\$ 40.49	\$ 80.98	-	-	\$ 80.98	-	-	-	-	-	-	-	
11	BITUMINOUS LEVELING COURSE	TN	1	\$ 195.30	\$ 195.30	-	-	\$ 195.30	2.00	\$ 390.60	\$ 390.60	\$ 390.60	\$ 390.60	\$ 390.60	\$ 390.60	
12	PERFORMED PATTERNED PAINT LINE - MESSAGE - GROOVED	LF	-	\$ 31.50	\$ -	-	-	\$ 31.50	-	-	-	-	-	-	-	
13	PERFORMED PATTERNED PAINT LINE - 2" LINE - GROOVED	LF	-	\$ 31.50	\$ -	-	-	\$ 31.50	-	-	-	-	-	-	-	
14	PERFORMED PATTERNED PAINT LINE - 3" LINE - GROOVED	LF	-	\$ 4.40	\$ -	-	-	\$ 4.40	-	-	-	-	-	-	-	
15	PERFORMED PATTERNED PAINT LINE - C LINE - GROOVED	LF	-	\$ 20.50	\$ -	-	-	\$ 20.50	-	-	-	-	-	-	-	
16	PERFORMED PATTERNED PAINT LINE - 2" LINE - GROOVED	LF	-	\$ 0.39	\$ -	-	-	\$ 0.39	-	-	-	-	-	-	-	
17	PAINT SPRAY PAINTED 4" LINE - SOLID WHITE	LF	-	\$ 0.33	\$ -	-	-	\$ 0.33	-	-	-	-	-	-	-	
18	PAINT SPRAY PAINTED 4" LINE - SOLID YELLOW	LF	-	\$ 0.33	\$ -	-	-	\$ 0.33	-	-	-	-	-	-	-	
19	PAINT SPRAY PAINTED 4" LINE - SOLID DOUBLE YELLOW	LF	-	\$ 1.60	\$ -	-	-	\$ 1.60	-	-	-	-	-	-	-	
20	ASPHALT PAVEMENT REPAIRS	ST	-	\$ 2.30	\$ -	-	-	\$ 2.30	-	-	-	-	-	-	-	
21	GENSYNTHETIC FABRIC	ST	-	\$ 3.15	\$ -	-	-	\$ 3.15	-	-	-	-	-	-	-	
22	CLASS 5	TN	-	\$ 27.50	\$ -	-	-	\$ 27.50	-	-	-	-	-	-	-	
23	COMMON EXCAVATION	CT	-	\$ 31.50	\$ -	-	-	\$ 31.50	-	-	-	-	-	-	-	
24	SURGRADE PREPARATION	ST	-	\$ 4.20	\$ -	-	-	\$ 4.20	-	-	-	-	-	-	-	
25	ADJUST GATE VALVE BOX	EA	-	\$ 183.00	\$ -	-	-	\$ 183.00	-	-	-	-	-	-	-	
26	ADJUST MANHOLE	EA	-	\$ 620.00	\$ -	-	-	\$ 620.00	-	-	-	-	-	-	-	
UNIT TOTAL										\$ 14,332.04	\$ 11,020.24	\$ 15,028.24	\$ 635.11			
UNITS 1-7 TOTAL										\$ 507,595.18	\$ 703,219.72	\$ 505,729.37	\$ 34,864.05			
UNITS 1-7 TOTAL										\$ 507,595.18	\$ 703,219.72	\$ 505,729.37	\$ 34,864.05			



CONTRACTORS APPLICATION FOR PAYMENT NO. 3																
Application Period:		8/01/2016 - 11/1/2016		Application Date:		11/1/2016										
To (Owner):		City of Atlanta		Via (Engineer):												
Contract Completion Date:		8/31/2016		Lance E. Myer, PE City Engineer												
Item		Description		Unit		Std. Quantity	Unit Price	Previous Pay Quantities	Current Pay Quantities	Estimated Quantity Incurred to Date	Value	Materials Presently Stored (net in C)	Total Completed and Stored to Date (D + E)	% (F + E)	Balance to Date (B - F)	
Std Item No.	Item No.															
1	CONTRACT BOND	EA		-		\$ 5	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	INCORPORATION	EA		-		\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	TRAFFIC CONTROL	EA		-		\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	FLAGGING	HR		4		\$ 30.00	\$ 120.00	\$ -	\$ 40.00	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ 120.00	\$ -	
5	BITUMINOUS SEAL OIL GS-2P	GAL		5.965		\$ 3.40/5.50	\$ 19.80	\$ -	\$ 3.07777	\$ 1.3542	\$ 5.07777	\$ 5.07777	\$ 19.45%	\$ 36.03	\$ -	
6	BLISTER SAND C-44	TN		5		\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ -	
7	COPPER COAT AGGREGATE CL-1A	ST		3.651		\$ 0.60	\$ 2.35650	\$ -	\$ 2.135.60	\$ 3.561.0	\$ 2.135.60	\$ 5	\$ 2.135.60	\$ 100.00%	\$ -	
8	CRACK SEALING - ROUTED	LF		321		\$ 0.55	\$ 171.55	\$ 494.00	\$ -	\$ 484.00	\$ 265.20	\$ 484.00	\$ 265.20	\$ 265.20	\$ 265.20	\$ (89.55)
9	CRACK RESEALING - NON ROUTED	LF		260		\$ 0.50	\$ 80.00	\$ 110.00	\$ -	\$ 110.00	\$ 55.00	\$ 110.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 68.75%
10	BITUMINOUS PITCH	ST		4		\$ 40.45	\$ 161.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00%	\$ 161.72	\$ -
11	SUBMINOUS LEVELING COURSE	TN		-		\$ 195.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	PERFORATED PATTERNED PINTL MK. MESSAGE - GROOVED	ST		-		\$ 21.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	PERFORATED PATTERNED PINTL MK. SC. LINE - GROOVED	LF		-		\$ 31.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	PERFORATED PATTERNED PINTL MK. SC. LINE - GROOVED	LF		-		\$ 4.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	PERFORATED PATTERNED PINTL MK. 2-LINE - GROOVED	LF		-		\$ 20.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	PERFORATED PATTERNED PINTL MK. 2-LINE - GROOVED	LF		-		\$ 0.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	SPOT MK PAINTED * LINE - SOLID WHITE	U		-		\$ 0.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	POINT MK PAINTED * LINE - SOLID YELLOW	LF		-		\$ 1.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	POINT MK PAINTED * LINE - SOLID DOUBLE YELLOW	LF		-		\$ 2.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	MASK PAPER/PLASTERS	ST		-		\$ 3.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	GEOTEXTILE/ ATRIC	ST		-		\$ 37.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	CLASS 5	TON		-		\$ 31.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	COMMON EXCAVATION	ST		-		\$ 4.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	SURGRADE PREPARATION	ST		-		\$ 283.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	ADJUST GATE VALVE BOX	EA		-		\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	ADJUST MANHOLE	EA		-		\$ 6,115.87	\$ -	\$ 5,555.57	\$ -	\$ 5,555.57	\$ -	\$ 480.00	\$ -	\$ 480.00	\$ -	\$ 37,511.37
UNITS 1-7 & 1A-2A TOTAL										\$ 917,510.33	\$ 738,729.67	\$ 939,703.56	\$ 939,703.56	\$ 5,655.57	\$ 480.00	\$ 37,511.37



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**TO:** Shaun Sipma  
Members of the City Council

**FROM:** Jason Sorenson, Assistant Director of Public Works

**DATE:** October 19, 2018

**SUBJECT: 2018 WATERMAIN REPLACEMENT – FINAL PAYMENT  
(CITY PROJECT NO. 4312)**

---

#### **I. RECOMMENDED ACTION**

- A. Recommend council approve the final payment for the 2018 Water Main Replacement Project to Post Construction in the amount of \$519,767.47.

#### **II. DEPARTMENT CONTACT PERSONS**

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

#### **III. DESCRIPTION**

##### **A. Background**

Each year, the Water and Sewer Department budgets funds for water main replacement in areas where old water mains are in poor condition. The improvements are necessary because of the high maintenance costs over the past several years with respect to the old mains and hydrants.

The low bid was submitted by Post Construction in the amount of \$908,275.80. The final construction cost for the project was \$997,737.56. The additional \$89,461.76 is due to additional quantities and adding an additional unit to the contract. Once construction began, additional deteriorated water main was discovered and added to the project by change order. This is routinely done to ensure we are utilizing our entire replacement budget and replacing as much old water main as possible.

##### **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:**

This project was budgeted in the 2018 budget in the amount of \$1,100,000.

**Project Costs**

Engineer's Estimate:	\$1,134,476.00
Contractor's Bid:	\$ 908,275.80
Net Change by Change Order	\$ 89,461.76
Total Construction Cost	\$ 997,737.56

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

N/A

**VII. LIST OF ATTACHMENTS**

2018 Water Main Replacement Final Pay Request

## **Contractor's Application for Payment No. 3 Final**

<b>2018 Water Main Replacement</b>		Application Period:	7/30/2018 to 10/15/2018	Application Date:	10/15/2018
City Project No.:	4312	To (Owner):	<u>City of Minot</u>	Via (Engineer):	
Contract Completion Date: Oct 15, 2018		From (Contractor):	Post Construction, Inc. - 3005 Valley Street - Minot, ND 58701	Jason Sorenson Asst. Director of Public Works	
<b>Change Order Summary</b>					
Approved Change Orders:					
Number	Additions	Deductions			
1	\$ 642.64		1. ORIGINAL CONTRACT PRICE		
2	\$ 66,777.63		2. NET CHANGE BY CHANGE ORDERS (C)		
			3. CURRENT CONTRACT PRICE		
			4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)		
			5. RETAINAGE: a. 0 % x \$997,737.56 Work Completed b. 10 % x \$0.00 Stored Materials c. Total Retainage (Line 5a + Line 5b)		
			6. LIQUIDATED DAMAGES: 0 Days x \$ 900.00 Per Day		
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) 8. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		
			9. AMOUNT DUE THIS APPLICATION		
			10. BALANCE TO DATE, PLUS RETAINAGE (Line 6 + Line 5c)		
			11. % OF COMPLETION ORIGINAL PRICE CURRENT PRICE Payment of:		
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.					
is respectfully submitted:  <i>John Sorenson</i> Jason Sorenson, Asst. Director of Public Works					
(Line 8 or other - attach explanation of other amount)  <i>John Sorenson</i> Jason Sorenson, Asst. Director of Public Works					
(Date) <i>10/15/18</i>					

### Contractor's Application for Payment No. 3 Final

Application Period: 7/30/2018 to 10/15/2018

Application Date: 10/15/2018

To (Owner): City of Minot

Via (Engineer): Jason Sorenson

Asst. Director of Public Works

2018 Water Main Replacement

Ob Project No.: 4312

Contract Completion Date: Oct. 15, 2018

A

Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Quantity Installed up to this pay period	Estimated Quantity Installed this pay period	Total Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% Completed (F + B)	Balance to Date (B - F)	
<b>UNIT 1</b>														
1 Bond		LS/Unit	1	\$3,200.00	\$3,200.00	0.50	0.50	1.00	\$3,200.00		\$3,200.00	100.00%	\$0.00	
2 Mobilization		LS/Unit	1	\$5,000.00	\$5,000.00	0.50	0.50	1.00	\$5,000.00		\$5,000.00	100.00%	\$0.00	
3 Remove Bituminous Pavement	SY		3,200	\$1.50	\$4,800.00	1000.00	2258.00	3259.00	\$4,888.50		\$4,888.50	101.84%	-\$88.50	
4 Save Concrete- curb and gutter/valley gutt.	LF		28	\$8.00	\$224.00	4.00	20.00	24.00	\$92.00		\$192.00	85.71%	\$32.00	
5 Saw Concrete- 6"	LF		-	\$0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	
6 Remove Curb and Gutter	LF		160	\$8.50	\$1,360.00	10.00	101.00	111.00	\$943.50		\$943.50	69.38%	\$416.50	
7 Imported Backfill	CY		150	\$16.00	\$2,400.00	0.00	168.00	168.00	\$2,520.00		\$2,520.00	112.00%	-\$27.00	
8 6" PVC C900 Water main	LF		105	\$52.00	\$5,460.00	10.00	57.00	67.00	\$3,484.00		\$3,484.00	63.81%	\$1,976.00	
9 8" PVC C900 Water main	LF		2,414	\$56.00	\$135,184.00	800.00	517.00	7317.00	\$73,752.00		\$73,752.00	54.56%	\$61,432.00	
10 8" PVC C900 Water main City Supplied	LF		-	\$49.63	\$0.00	0.00	1050.00	1050.00	\$52,607.80		\$52,607.80	#DIV/0!	\$52,607.80	
11 12" PVC C900 Water main City Supplied	LF		-	\$0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	
12 Fittings	LB		695	\$6.00	\$5,560.00	715.00	-20.00	695.00	\$5,560.00		\$5,560.00	100.00%	\$0.00	
13 6" Gate Valve (Mu) Box & Riser w/Megaflo Restraints	EA		7	\$2,250.00	\$15,750.00	1.00	5.00	6.00	\$13,500.00		\$13,500.00	85.71%	\$2,250.00	
14 8" Gate Valve (Mu) Box & Riser w/Megaflo Restraints	EA		9	\$3,000.00	\$27,000.00	1.00	7.00	8.00	\$24,000.00		\$24,000.00	88.89%	\$3,000.00	
15 10" Gate Valve (Mu) Box & Riser w/Megaflo Restraints	EA		-	\$0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	
16 12" Gate Valve (Mu) Box & Riser w/Megaflo Restraints	EA		-	\$0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	
17 5" Hydrant	EA		6	\$5,300.00	\$31,300.00	1.00	5.00	6.00	\$31,800.00		\$31,800.00	100.00%	\$0.00	
18 Reconnect Services All Types & Sizes	EA		68	\$60.00	\$4,080.00	12.00	54.00	66.00	\$39,600.00		\$39,600.00	97.06%	\$1,200.00	
19 Water Service Pipe	LF		25	\$62.00	\$1,525.00	0.00	13.00	\$845.00	\$845.00		\$845.00	52.00%	\$780.00	
20 Curb Step 2"	EA		1	\$60.00	\$60.00	0.00	1.00	\$600.00	\$600.00		\$600.00	100.00%	\$0.00	
21 Connect to Existing Water Main	EA		5	\$1,500.00	\$7,500.00	1.00	4.00	5.00	\$7,500.00		\$7,500.00	100.00%	\$0.00	
22 Aggregate Bases, Class 5	TN		1,936	\$10.00	\$19,360.00	275.00	890.00	1165.00	\$11,650.00		\$11,650.00	60.18%	\$7,710.00	
23 Hot Bituminous Pavement Cl 29	TN		680	\$106.40	\$72,352.00	0.00	660.00	680.00	\$70,224.00		\$70,224.00	97.06%	\$2,128.00	
24 Remove & Replace 4" Concrete	SY		12	\$60.00	\$720.00	0.00	0.00	\$0.00	\$0.00		\$0.00	0.00%	\$720.00	
25 Truncated Dome Panel	SF		10	\$55.00	\$550.00	0.00	0.00	\$0.00	\$0.00		\$0.00	0.00%	\$550.00	
26 Curb & Gutter Type 1	LF		160	\$55.00	\$8,300.00	0.00	101.00	101.00	\$5,555.00		\$5,555.00	63.13%	\$3,245.00	
27 Remove & Replace 48" Wide Valley Gutter - High Early Strength	SY		12	\$98.00	\$1,188.00	0.00	5.00	5.00	\$495.00		\$495.00	41.67%	\$693.00	
28 Remove & Replace 15" RCP and Catch Basin w/Casting	LS/Unit		-	\$5,000.00	\$0.00	0.00	0.00	\$0.00	\$0.00		#DIV/0!	\$0.00		
29 Traffic Control	LS/Unit		1	\$2,500.00	\$3,500.00	1.00	0.00	1.00	\$3,500.00		\$3,500.00	100.00%	\$0.00	
30 Seeding (Hydro-Bunch)														
<b>UNIT 1 TOTAL</b>										\$395,983.00		\$361,916.80	91.61%	\$33,166.20











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**TO:** Shaun Sipma  
Members of the City Council

**FROM:** Jason Sorenson, Assistant Director of Public Works

**DATE:** October 22, 2018

**SUBJECT: PUBLIC WORKS BUILDING ADDITION – FINAL PAYMENT  
(CITY PROJECT NO. 3884)**

---

#### **I. RECOMMENDED ACTION**

- A. Recommend council approve the final payment for the Public Works Building Addition Project to Rolac Construction in the amount of \$15,000.00.

#### **II. DEPARTMENT CONTACT PERSONS**

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

#### **III. DESCRIPTION**

##### **A. Background**

Multiple departments added staff between 2010 and 2014 to accommodate flood recovery and the rapid growth in our community. This created a very crowded office complex with limited locations for training and meeting space. This project built a 12,000 square foot addition to the Street Department and shop along with about 5,000 square feet of office and meeting room space to the public works facility.

The project was bid in June of 2015 and Rolac Construction submitted the low bid at \$2,736,700.00. They have completed all remaining contract items and final payment is warranted.

##### **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:

Project Costs

Contractor's Bid:	\$2,736,700.00
Net Change by Change Order	\$ 7,216.00
Architectural Costs	\$ 183,636.04
Total Project Cost	\$2,927,552.04

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

N/A

**VII. LIST OF ATTACHMENTS**

Public Works Addition Final Pay Request

## APPLICATION AND CERTIFICATION FOR PAYMENT

## AIA DOCUMENT G702

## PAGE ONE OF ONE PAGES

TO OWNER:  
City of Minot  
1025 31st St SE  
Minot, ND 58701  
FROM CONTRACTOR:  
Rolac Contracting, Inc.  
1800 Valley St  
Minot, ND 58701

PROJECT: City of Minot Public  
Works Addition  
PERIOD TO: 9/30/2018  
VIA ARCHITECT: EAPC  
300 3rd Ave SW Ste A  
Minot, ND 58701  
PROJECT NOS:  
CONTRACT DATE: 7/7/2015

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM
2. Net Changes in Contract
3. CONTRACT SUM TO DATE
4. TOTAL COMPLETED & STORED TO DATE
5. RETAINAGE:

2,736,700.00  
7,216.00  
2,743,916.00  
2,743,916.00

CONTRACTOR:  
  
By: Jason Sanders, Project Manager

State of: ND  
Subscribed and sworn to me before this  
Notary Public: Shari Latte Marchant  
My Commission expires: 10-05-2018

County of: Ward

Date: 4th day of October, 2018

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

\$ 2,736,700.00  
\$ 0.00  
\$ 2,743,916.00  
\$ 2,743,916.00

AMOUNT CERTIFIED: 15,000.00

AMOUNT CERTIFIED: 15,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: John J. O'Neil  
Date: 10-5-18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY

ADDITIONS

DEDUCTIONS

Total changes approved

in previous months by Owner

\$193,582.00

\$196,978.00

Total approved this Month

\$10,612.00

\$204,194.00

\$196,978.00

TOTALS

NET CHANGES by Change Order

\$7,216.00

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT • 1992 EDITION • AIA • G1-992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.



# AIA® Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER: <input checked="" type="checkbox"/>
City of Minot, Public Works	20151730	ARCHITECT: <input checked="" type="checkbox"/>
Maintenance Building Additions &		CONTRACTOR: <input checked="" type="checkbox"/>
Remodel City Project 4060		SURETY: <input type="checkbox"/>
1025 31st St SE	CONTRACT FOR: General Construction	OTHER: <input type="checkbox"/>
Minot, ND 58701		
TO OWNER: (Name and address)	CONTRACT DATED: July 07, 2015	
City of Minot		
1025 31st Street SE		
Minot, ND 58701		

STATE OF: North Dakota  
 COUNTY OF: Ward

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment  Yes  No

*The following supporting documents should be attached hereto if required by the Owner:*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

#### CONTRACTOR: (Name and address)

Rolac Contracting, Inc.  
 PO Box 1872  
 Minot, ND 58702

BY:

*(Signature of authorized representative)*

*Jason Sanders, President*

*(Printed name and title)*

Subscribed and sworn to before me on this date: *10/4/2018*

*Sharlatte Marchant*  
 Notary Public  
 My Commission Expires: *Oct. 19, 2018*

SHARLATTE MARCHANT  
 Notary Public  
 State of North Dakota  
 My Commission Expires Oct. 19, 2018



# AIA® Document G706A™ – 1994

## Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER: <input checked="" type="checkbox"/>
City of Minot, Public Works	20151730	ARCHITECT: <input checked="" type="checkbox"/>
Maintenance Building Additions &		CONTRACTOR: <input checked="" type="checkbox"/>
Remodel City Project 4060		SURETY: <input type="checkbox"/>
1025 31st St SE	CONTRACT FOR: General	OTHER: <input type="checkbox"/>
Minot, ND 58701	Construction	
TO OWNER: (Name and address)	CONTRACT DATED: July 07, 2015	
City of Minot		
1025 31st Street SE		
Minot, ND 58701		

STATE OF: North Dakota  
COUNTY OF: Ward

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

#### CONTRACTOR: (Name and address)

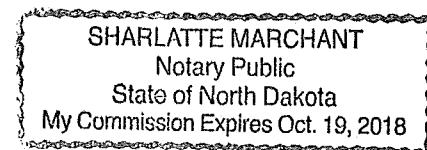
Rolac Contracting, Inc.  
PO Box 1872  
Minot, ND 58702

BY:

*(Signature of authorized representative)*  
Jason Sanders, President  
*(Printed name and title)*

Subscribed and sworn to before me on this date: 10/4/2018

Notary Public: *Sharlotte March*  
My Commission Expires:





**TO:** Mayor Shaun Sipma  
Members of the City Council

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

**DATE:** 10/19/2018

**SUBJECT: RENAISSANCE PARKING STRUCTURE FINAL PAYMENT (3738.1)**

**I. RECOMMENDED ACTION**

1. Recommend council approve the final payment to Shaw Lundquist & Associates in the amount of \$265,392.51.

**II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	857-4100
Emily Huettl, Assistant City Engineer	857-4100

**III. DESCRIPTION**

**A. Background**

The parking structure work started in October 2013 and was substantially complete in February 2016. All punch list and warranty items have been completed and the project is ready for final payment.

**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:**

Original Bid: \$5,250,000.00

Final Cost with Change Orders: \$5,273,650.24

**V. ALTERNATIVES**

Alt 1. N/A

**VI. TIME CONSTRAINTS**

Final payment must be made in order for the City to close out the contracts with Shaw Lundquist.

**VII. LIST OF ATTACHMENTS**

A. Final Pay Application

## APPLICATION AND CERTIFICATION FOR PAYMENT

### AIA DOCUMENT G702

TO OWNER: City of Minot ND  
300 South Sixth Street  
Minot ND 58701

FROM CONTRACTOR:  
Shaw - Lundquist Associates, Inc.  
2757 West Service Road  
St. Paul MN 55121

CONTRACT FOR: Renaissance Parking Ramp

PROJECT: Renaissance Parking Ramp  
205 1st Street SW  
Minot ND 58701

VIA ARCHITECT: V3 Studio Architecture  
1001 SE Water Avenue, Suite  
Portland OR 97214

APPLICATION NO:  
20

INVOICE DATE:  
December 1, 2017

PERIOD TO:  
December 1, 2017

PROJECT NOS: 13599

CONTRACT DATE: October 30, 2013

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM  
\$ 5,250,000.00
2. Net change by Change Orders  
\$ 23,650.24
3. CONTRACT SUM TO DATE (Line 1 ± 2)  
\$ 5,273,650.24
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)  
\$ 5,273,650.24
5. RETAINAGE:  
a. 0 % of Completed Work  
(Column D + E on G703)  
b. 0 % of Stored Material  
(Column F on G703)  
Total Retainage (Lines 5a + 5b or Total in Column I of G703)  
\$ 0.00
5. TOTAL EARNED LESS RETAINAGE  
(Line 4 Less Line 5 Total)  
\$ 5,273,650.24
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  
\$ 5,008,257.73
3. CURRENT PAYMENT DUE  
\$ 265,392.51
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6)  
\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$23,650.24	
Total approved this Month	\$23,650.24	\$0.00
TOTALS	\$23,650.24	\$23,650.24
NET CHANGES by Change Order		

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John O'leary  
Dakota County of: Dakota  
Subscribed and sworn to before me this 1st day of December 2017  
Notary Public:  
My Commission expires: January 31, 2020

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292  
AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992  
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

## CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

## AIA DOCUMENT G703

PAGE \_\_\_\_ OF 3 PAGES

APPLICATION NO: 20  
APPLICATION DATE: 12/1/2017  
PERIOD TO: 12/1/2017

ARCHITECT'S PROJECT NO: 0

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD (D+E)	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
Div 1	Mobilization	525,000.00	525,000.00			525,000.00	100.00%		
01 00 30	Project Supervision & Management	327,130.00	327,130.00			327,130.00	100.00%		
01 01 50	Jobsite Supplies / Temp Facilities / Controls / Dumpsters	41,000.00	41,000.00			41,000.00	100.00%		
	Safety / Protection	28,392.00	28,392.00			28,392.00	100.00%		
	Punchlist / Closeout / O & M Manuals	2,000.00	200.00	1,800.00		2,000.00	100.00%		
	Performance and Payment Bonds	76,750.00	76,750.00			76,750.00	100.00%		
	Builders Risk Insurance	15,000.00	15,000.00			15,000.00	100.00%		
01 01 30	General Liability Insurance	52,735.00	52,735.00			52,735.00	100.00%		
	Field Engineering / Building Survey / Site Survey	5,500.00	5,500.00			5,500.00	100.00%		
31 21 00	excavation / site clearing/ SWPPP	282,853.00	282,853.00			282,853.00	100.00%		
33 05 00	Utility Work	52,200.00	52,200.00			52,200.00	100.00%		
03 20 00	Reinforcing Steel Material	392,717.00	392,717.00			392,717.00	100.00%		
03 20 01	Reinforcing Steel Labor	200,880.00	200,880.00			200,880.00	100.00%		
03 30 00	CAST-IN PLACE CONCRETE	1,856,306.00	1,856,306.00			1,856,306.00	100.00%		
03 38 16	Post tensioning material	157,518.00	157,518.00			157,518.00	100.00%		
03 38 16	Post tensioning labor	118,750.00	118,750.00			118,750.00	100.00%		
04 20 00	unit masonry	16,790.00	16,790.00			16,790.00	100.00%		
05 40 00	cold formed metal framing	54,000.00	54,000.00			54,000.00	100.00%		
05 50 00	metal fabrications & stairs	109,295.00	109,295.00			109,295.00	100.00%		
05 50 01	metal fabrication labor	18,000.00	18,000.00			18,000.00	100.00%		
07 11 13	bituminous damproofing	18,367.00	18,367.00			18,367.00	100.00%		
07 21 00	thermal insulation	31,500.00	31,500.00			31,500.00	100.00%		
07 92 00	joint sealants	25,000.00	25,000.00			25,000.00	100.00%		
08 11 13	HM doors, frames, hardware	56,847.00	56,847.00			56,847.00	100.00%		
08 41 13	aluminum framed entrances and storefronts,glazing	19,850.00	19,850.00			19,850.00	100.00%		
09 29 00	drysum board and noin structural framing	49,500.00	49,500.00			49,500.00	100.00%		
09 91 00	painting	31,500.00	31,500.00			31,500.00	100.00%		
10 44 13	fire extinguisher cabinets	2,329.00	2,329.00			2,329.00	100.00%		
11 12 40	parking specialities ( vehicle clearance bars)	541.00	541.00			541.00	100.00%		
Div 21	fire suppression	130,500.00	130,500.00			130,500.00	100.00%		
Div 22	mechanical plumbing	130,500.00	130,500.00			130,500.00	100.00%		
Div 23	mechanical HVAC, test and balance	78,750.00	78,750.00			78,750.00	100.00%		
Div 26 &27	electrical & communications	315,000.00	315,000.00			315,000.00	100.00%		
Div 28	electronic safety and security	27,000.00	27,000.00			27,000.00	100.00%		
	<b>Page Totals</b>	5,250,000.00	5,248,200.00			5,250,000.00	100.00%		

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

**CONTINUATION SHEET**

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Two columns for Comments where variable estimates for line items may enter

AIA DOCUMENT G703

Renaissance Parking Ramp  
205 1st Street SW  
Minot ND 58701

ARCHITECT'S PROJECT NO:

20  
12/1/2011  
12/1/2011  
0

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E MATERIALS PRESENTLY STORED (NOT IN D OR F)	F TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D	E					
200000	Change Order #001 COR #1 - Removal & Disposal of Concrete walls, etc.	23,650.24	23,650.24			23,650.24	100.00%		-
	Page Totals	23,650.24	23,650.24			23,650.24	100%	-	-
	Contract Totals	5,273,650.24	5,273,650.24	1,800.00		5,273,650.24	100%	-	-

Users may obtain validation of this document by requesting of the license a completed A/A Document D401 - Certification of Document's Authenticity



# AIA® Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> (Name and address) Renaissance Parking Ramp 205 1st Street SW Minot, ND 58701	<b>ARCHITECT'S PROJECT NUMBER:</b> V3 Studio Architecture	<b>OWNER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> (Name and address) City of Minot PO Box 5006, Minot, ND 58702	<b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT:</b> <input type="checkbox"/>
	<b>CONTRACT DATED:</b> October 30, 2013	<b>CONTRACTOR:</b> <input type="checkbox"/>
		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

**STATE OF:** Minnesota  
**COUNTY OF:** Dakota

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment       Yes       No

*The following supporting documents should be attached hereto if required by the Owner:*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

#### CONTRACTOR: (Name and address)

Shaw-Lundquist Associates, Inc  
2757 West Service Road, Eagan, MN 55121

BY: 

*(Signature of authorized representative)*

*Thomas J. Meyers - Vice President*  
*(Printed name and title)*

Subscribed and sworn to before me on this date: *1/17/2018*

Notary Public:  
My Commission Expires:





## Contractor's Affidavit of Release of Liens

**PROJECT: (Name and address)**

Renaissance Parking Ramp  
205 1st Street SW  
Minot, ND 58701  
**TO OWNER: (Name and address)**  
City of Minot  
PO Box 5006, Minot, ND 58702

**ARCHITECT'S PROJECT NUMBER:**

V3 Studio Architecture  
**CONTRACT FOR:** General  
Construction  
**CONTRACT DATED:** October 30, 2013

**OWNER:** ARCHITECT: CONTRACTOR: SURETY: OTHER: 

**STATE OF:** Minnesota  
**COUNTY OF:** Dakota

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:****SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR: (Name and address)**

Shaw-Lundquist Associates, Inc.  
2757 West Service Road; Eagan, MN 55121

**BY:**

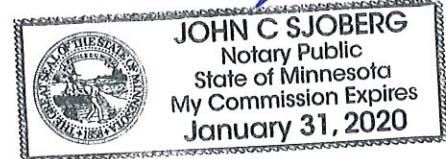
*[Signature]*  
(Signature of authorized  
representative)

*Thomas J. Meyers - Vice President*  
(Printed name and title)

Subscribed and sworn to before me on this date: *1/17/2018*

Notary Public:

My Commission Expires:



**CONDITIONAL RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS**

Dated: January 17, 2018

File Number:

The undersigned hereby acknowledges that upon receipt of the sum of \$ 265,392.51

**CHECK ONLY ONE**

1.  as partial payment for labor, skill and material furnished
  
2.  as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

Renaissance Parking Ramp  
205 1<sup>st</sup> Street SW  
Minot, ND 58701

For value received will waive 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). The undersigned affirms that all material furnished by the undersigned will be paid for, and all subcontractors retained by the undersigned will be paid in full.

Shaw-Lundquist Associates, Inc.	
By:	
Its:	Thomas J. Meyers – Vice President
Address: 2757 West Service Road	
Eagan, MN 55121	
Phone: 651-454-0670	

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.



# AIA® Document G707™ – 1994

Received

JAN 05 2018

Shaw-Lundquist

## Consent Of Surety to Final Payment

**Bond #09124377**

**PROJECT:** *(Name and address)*  
Construction of Central Parking  
Structures

**ARCHITECT'S PROJECT NUMBER:**

**OWNER:**

**TO OWNER:** *(Name and address)*  
City of Minot  
P.O. Box 5006, 515 2nd Ave SW,  
Minot, ND 58702

**CONTRACT FOR:** Construction

**ARCHITECT:**

**CONTRACT DATED:** 11/07/2013

**CONTRACTOR:**

**SURETY:**

**OTHER:**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Fidelity and Deposit Company of Maryland  
1299 Zurich Way, Schaumburg, IL 60196-1056

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Shaw-Lundquist Associates, Inc.  
2757 W Service Road, St. Paul, MN 55121

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall  
not relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*

City of Minot  
P.O. Box 5006, 515 2nd Ave SW, Minot, ND 58702  
as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 3, 2018  
*(Insert in writing the month followed by the numeric date and year.)*

Fidelity and Deposit Company of Maryland  
*(Surety)*

  
*(Signature of authorized representative)*

Brian J. Oestreich, Attorney-in-Fact  
*(Printed name and title)*

Attest:  
(Seal):  


## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 3rd day of January, 2018.



Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)



**TO:** Mayor Shaun Sipma  
Members of the City Council

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

**DATE:** 10/19/2018

**SUBJECT: CENTRAL PARKING STRUCTURE FINAL PAYMENT (3738.2)**

**I. RECOMMENDED ACTION**

1. Recommend council approve the final payment to Shaw Lundquist & Associates in the amount of \$275,957.58

**II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	857-4100
Emily Huettl, Assistant City Engineer	857-4100

**III. DESCRIPTION**

**A. Background**

The parking structure work started in October 2013 and was substantially complete in May 2016. All punch list and warranty items have been completed and the project is ready for final payment.

**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:**

Original Bid: \$5,250,000.00

Final Cost with Change Orders: \$5,484,951.57

**V. ALTERNATIVES**

Alt 1. N/A

**VI. TIME CONSTRAINTS**

Final payment must be made in order for the City to close out the contracts with Shaw Lundquist.

**VII. LIST OF ATTACHMENTS**

A. Final Pay Application

# APPLICATION AND CERTIFICATION FOR PAYMENT

## AIA DOCUMENT G702

TO OWNER: City of Minot ND  
300 South Sixth Street  
Minot ND 58701

FROM CONTRACTOR:

Shaw - Lundquist Associates, Inc.  
2757 West Service Road  
St. Paul MN 55121

CONTRACT FOR: Central Parking Ramp

PROJECT: Central Parking Ramp  
5 Central Avenue W  
Minot ND 58701

APPLICATION NO: 21  
INVOICE DATE: December 21, 2017  
PERIOD TO: August 31, 2017

VIA ARCHITECT: V3 Studio Architecture

1001 SE Water Avenue, Suite  
Portland OR 97214

CONTRACT DATE: October 30, 2013

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

- ORIGINAL CONTRACT SUM  
\$ 5,250,000.00
- Net change by Change Orders  
\$ 234,951.57
- CONTRACT SUM TO DATE (Line 1 ± 2)  
\$ 5,484,951.57
- TOTAL COMPLETED & STORED TO  
DATE (Column G on G703)  
\$ 5,484,951.57
- RETAINAGE:  
a. 5 % of Completed Work  
(Column D + E on G703)  
\$ \_\_\_\_\_  
b. 0 % of Stored Material  
(Column F on G703)  
\$ \_\_\_\_\_  
Total Retainage (Lines 5a + 5b or  
Total in Column 1 of G703)  
\$ 0.00
- TOTAL EARNED LESS RETAINAGE  
(Line 4 Less Line 5 Total)  
\$ 5,208,933.99
- LESS PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 6 from prior Certificate)  
\$ 233,951.58
- CURRENT PAYMENT DUE  
\$ 0.00
- BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6)  
\$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$234,951.57	\$0.00
Total approved this Month	\$234,951.57	\$0.00
TOTALS	\$234,951.57	\$0.00
NET CHANGES by Change Order	\$234,951.57	\$0.00

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992

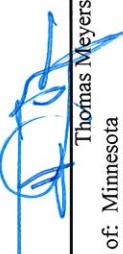
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

\$ 5,250,000.00  
\$ 234,951.57  
\$ 5,484,951.57  
\$ 5,484,951.57

By:

  
Thomas Meyers - Vice President

Date: December 21, 2017

JOHN C. S. JOBERG  
Notary Public  
State of Minnesota  
My Commission Expires  
January 31, 2020

  
Dakota County of  
State of Minnesota  
My Commission Expires  
January 31, 2020

County of:  
Subscribed and sworn to before me this 21<sup>st</sup> day of September, 2017  
Notary Public:  
My Commission expires:

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Date:

# CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

## AIA DOCUMENT G703

PAGE — OF 3 PAGES

APPLICATION NO: 21

APPLICATION DATE: 12/21/2017

PERIOD TO: 8/31/2017

ARCHITECTS PROJECT NO: 0

Central Parking Ramp

5 Central Avenue W

Minot ND 58701

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**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainerage for line items may apply.

ALA DOCUMENT G703

Central Parking Ramp  
5 Central Avenue W  
Minot ND 58701

AIA Document G702, APPLICATION AND CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED

COMMUNICATOR'S SIGNIFICANT COMMUNICATION TO ANNUAL REPORT 611

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable rebating for line items may apply.

III See Column I on Contracts where variable retainage for line items may apply

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PAGE        OF 3 PAGES

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31/2017

104

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DETAIL

Users may obtain validation of this document by requesting or the license a completed AIA Document D401 - Certification of Document's Authenticity



# AIA® Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> (Name and address)	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OWNER:</b> <input type="checkbox"/>
Central Parking Ramp	V3 Studio Architecture	ARCHITECT: <input type="checkbox"/>
5 Central Ave West	<b>CONTRACT FOR:</b> General Construction	CONTRACTOR: <input type="checkbox"/>
Minot, ND 58701		SURETY: <input type="checkbox"/>
<b>TO OWNER:</b> (Name and address)	<b>CONTRACT DATED:</b> October 30, 2013	OTHER: <input type="checkbox"/>
City of Minot		
PO Box 5006, Minot, ND 58702		

**STATE OF:** Minnesota  
**COUNTY OF:** Dakota

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment       Yes       No

*The following supporting documents should be attached hereto if required by the Owner:*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

#### CONTRACTOR: (Name and address)

Shaw-Lundquist Associates, Inc  
2757 West Service Road, Eagan, MN 55121

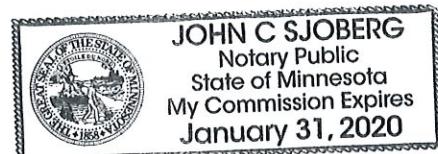
BY: 

*(Signature of authorized representative)*

*Thomas J. Meyers - Vice President*  
*(Printed name and title)*

Subscribed and sworn to before me on this date: *1/1/18*

Notary Public:  
My Commission Expires:



 AIA® Document G706A™ – 1994**Contractor's Affidavit of Release of Liens**

<b>PROJECT:</b> (Name and address) Central Parking Ramp 5 Central Ave West Minot, ND 58701	<b>ARCHITECT'S PROJECT NUMBER:</b> V3 Studio Architecture	<b>OWNER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> (Name and address) City of Minot PO Box 5006, Minot, ND 58702	<b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT:</b> <input type="checkbox"/>
	<b>CONTRACT DATED:</b> October 30, 2013	<b>CONTRACTOR:</b> <input type="checkbox"/>
		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

**STATE OF:** Minnesota  
**COUNTY OF:** Dakota

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:****SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

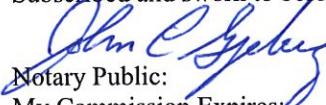
**CONTRACTOR:** (Name and address)

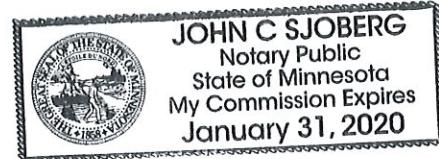
Shaw-Lundquist Associates, Inc  
2757 West Service Road, Eagan, MN 55121

BY:

  
(Signature of authorized  
representative)  
Thomas J. Meyers - Vice President  
(Printed name and title)

Subscribed and sworn to before me on this date: 1/17/2018

  
Notary Public:  
My Commission Expires:



**CONDITIONAL RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS**Dated: January 17, 2018

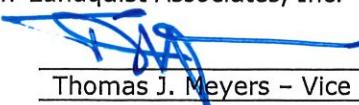
File Number:

The undersigned hereby acknowledges that upon receipt of the sum of \$ 275,957.58**CHECK ONLY ONE**

1.  as partial payment for labor, skill and material furnished
2.  as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

Central Parking Ramp  
5 Central Ave. West  
Minot, ND 58701

For value received will waive 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). The undersigned affirms that all material furnished by the undersigned will be paid for, and all subcontractors retained by the undersigned will be paid in full.

Shaw-Lundquist Associates, Inc. 	
By:	
Its:	Thomas J. Meyers – Vice President
Address: 2757 West Service Road	
Eagan, MN 55121	
Phone: 651-454-0670	

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.



# AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

**Bond No. 09124378**

**PROJECT:** *(Name and address)*

Construction of Renaissance Parking  
Structures

**ARCHITECT'S PROJECT NUMBER:**

1234567890

**OWNER:**

**ARCHITECT:**

**TO OWNER:** *(Name and address)*

City of Minot  
P.O. Box 5006, 515 2nd Ave SW,  
Minot, ND 58702

**CONTRACT FOR:** Construction

**CONTRACT DATED:** 11/07/2013

**CONTRACTOR:**

**SURETY:**

**OTHER:**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Fidelity and Deposit Company of Maryland  
1299 Zurich Way, Schaumburg, IL 60196-1056

, SURETY,

on bond of

*(Insert name and address of Contractor)*

Shaw-Lundquist Associates, Inc.

2757 W Service Road, St. Paul, MN 55121

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

*(Insert name and address of Owner)*

City of Minot  
P.O. Box 5006, 515 2nd Ave SW, Minot, ND 58702

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 3, 2018  
*(Insert in writing the month followed by the numeric date and year.)*

Fidelity and Deposit Company of Maryland

*(Surety)*

*(Signature of authorized representative)*

Brian J. Oestreich, Attorney-in-Fact

*(Printed name and title)*

Attest:  
*(Seal):*

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 3rd day of January, 2018.



Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
www.reportsfclaims@zurichna.com

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 2-48(a) (VACATION AND SICK LEAVE), ARTICLE III (CITY OFFICERS), DIVISION 2 (CITY MANAGER), OF THE MINOT CODE OF ORDINANCES

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

§1. That section 2-48(a) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended effective January 1, 2019, to read as follows:

**Sec. 2-48(a)** The City Manager's vacation accrual shall be determined by employment contract and at the discretion of the City Council. Vacation accrual accumulation not to exceed 300 hours maximum at the end of the calendar year.

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

PASSED FIRST READING: November 5, 2018

PASSED SECOND READING:

ATTEST:

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Kelly Matalka, City Clerk

APPROVED:

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Shaun Sipma, Mayor



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**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Captain John Klug

**DATE:** October 24, 2018

**SUBJECT:** **Rural Community Grant Fund - Bomb K9 Project**

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#### **I. RECOMMENDED ACTION**

1. Recommend authorization to apply for and accept the Rural Community Grant for the purchase of a dual purpose police dog for the purpose of bomb detection and patrol work for the Minot Police Department.

#### **II. DEPARTMENT CONTACT PERSONS**

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

#### **III. DESCRIPTION**

##### **A. Background**

The Minot Police Department requests authorization to pursue \$19,396 in grant funding through the Rural Community Grant Fund for the purchase of an additional police K9 to be trained in the detection of explosives and police patrol work. This funding will pay for the purchase of the police dog, training and lodging for the new handler during training.

##### **B. Proposed Project**

The purchase of the explosive detection K9 would add an additional option to our current response to potential explosive threats in the Minot and surrounding communities. The K9 could also be used at large scale events to prevent potential explosive attacks on our community. The K9 would also be trained in general patrol work to include tracking. This would be the first explosive detection K9 deployed in the state of ND.

##### **C. Consultant Selection**

Vohne Liche Kennels, Inc. in Denver, Indiana will be used to supply the dog and training for the new K9. The police department already has two K9s through this kennel and staying with the same kennel allows for a standard and simplified process for renewal of certifications. Using the same vendor will also cut future costs for the recertification process.

**IV. IMPACT:****A. Strategic Impact:**

The addition of an explosives detection K9 will allow for the police department to respond to bomb threats in the community and start clearing the location of potential threats without relying on the Minot Air Force Base. The police department would maintain the current MOU with the MAFB in case additional support is needed from their K9 units.

**B. Service/Delivery Impact:**

This addition would decrease the effective response time to explosive threats.

**C. Fiscal Impact:**

This grant will supply the funding needed to pay for the dog, miscellaneous supplies, training and lodging. The estimated cost for this project is \$19,384. Grant funds will be spent in 2019. No matching funds are required.

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

N/A

**VII. LIST OF ATTACHMENTS****A. Rural Community Grant Fund – Application for Funding**



User: erik.laudenschlager@minotnd.org

# APPLICATION FOR FUNDING

## Applicant Information

Organization's Name	City of Minot - Minot Police Department
Headquarters Street Address	515 2nd Avenue SW
City	Minot
State	ND
County	Ward County
Zip	58701

If the project location is different from the headquarter's address, please fill in the following fields.

Project Location Street Address

Project Location City

Project Location County

Business Phone	7015091453
----------------	------------

Enter the phone number with no dashes, spaces, or other symbols

Mobile Phone	7015091453
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Contact Name	Erik Laudenschlager
--------------	---------------------

Contact Title	Senior Patrol Officer - K9
---------------	----------------------------

Email Address	erik.laudenschlager@minotnd.org
---------------	---------------------------------

Confirm Email Address erik.laudenschlager@minotnd.org

Organization Type Other

Preference will be given to non-profits

501(c)(3) Non-profits – Enter your Federal Tax ID number below. Your legal name will auto populate based on the EIN you enter.

501(c)(3) Fed Tax ID # (Non-Profits)

Legal Name of Entity (Non-Profits)

Organizations that are not 501(c)(3) non-profits – Enter EIN and name below.

Fed Tax ID # (Other organizations) 456002126

Legal Name of Entity (Other organizations) City of Minot

Gross Income \$ 47591406

Total Assets \$ 873615238

Total Liabilities \$ 163705018

## Project Information

Name of Project Minot Police Department Dual Purpose K9 Request

Project Location Minot, ND

Briefly describe project. By providing emergency response, rescue services, and community education, the Minot Police Department is able to protect and serve a population of over 48,000 people annually. Over the last decade the Minot community and northwest North Dakota have undergone a significant shift with regard to population volume, needs, and available resources. With the resurgence of energy development in the Bakken Shale Play (western North Dakota) beginning in 2008, Minot and the entirety of western North Dakota were hit with a large influx of population. The community of Minot itself underwent a population influx of 30,000 residents to overtaking 50,000 at its peak, which has lead to a nearly 30% increase over time in crime

Schedule of activity, including expected date of completion. Projects must be complete within two years to receive funding. (100-200 words)	since 2008. With the increased population, not only in Minot but also throughout northwest North Dakota, the Minot Police Department is in need of additional funds to purchase a dual purpose K-9. In 2017, the Minot Police Department responded to 40,613 calls, which is continuing to climb every year.
How many people will benefit from this project?	Should funds be successfully received, the Minot Police Department will place an official order with K9 trainer and distributor, Vohne Lichte Kennels. The K9 will be purchased, and the selected handler will attend 6 weeks of K9 training to bond with the dog and learn proper techniques. It is estimated that the K9 would be purchased and training completed by June 30, 2019.
What is the geographic area that this project will serve? (100 words)	48000 The Minot community (population ~48,000) is located in Ward County, a rural area in northwest North Dakota just south of Minot Air Force Base (population ~11,000) that serves as the Gateway to the Bakken. The Minot Police Department's primary response area consists of the City of Minot's borders, which is 17.46 square miles.
How will the project impact the community? (100-200 words)	The Minot Police Department is requesting \$19,396 to purchase a dual purpose K-9. This request includes the purchase of the dog, along with the necessary training course for the handler and required K-9 equipment and supplies. Currently, the Minot Police Department has one dual purpose K-9 for narcotics detection and patrol, which allows the K-9 to participate in officer protection, tracking, and apprehension of suspects. With three daily patrol shifts, only one is covered with the abilities provided by a police K-9. With an added dual purpose K-9, not only would the Minot Police Department be more ready and able to respond to threats and call outs in the city of Minot, but also better able to protect officers and track and apprehend suspects. It is critical for the Minot Police Department to seek philanthropic opportunities to support and enhance its mission to protect and serve as the municipal budget is not able to provide extra funds in the budget to purchase the dual purpose K-9.
How do you define success? (100-200 words)	Success at the Minot Police Department is defined as protecting and serving the citizens of Minot effectively and efficiently, while also ensuring that individual officers are able to remain safe. With respect to this project, success will be defined as obtaining an additional resource to serve and protect citizens while also protecting law enforcement, which is what the dual purpose K9 can do.
What are you doing to ensure the project is sustainable? (100-200 words)	While funds are not readily available to cover the cost of purchase and training to effectively deploy the K9, funds would be available to cover the ongoing costs of K9 maintenance and training, including cost of dog food and veterinary services.

## Financial Needs and Resources

Total Project Cost	19396
Grant Request Amount	19396
Other Potential Funding Sources for Project (describe sources).	Should funds not be available through Rural Community Grant Fund, additional philanthropic opportunities will be pursued.
Total Potential Income from Project. (does this project have the potential to generate revenue)	Should a dual purpose K9 be acquired, there is potential for income through drug seizures; however, that is not a guarantee.
Ongoing Expenses/Operational Costs of the Project	The ongoing costs of a dual purpose K9 include the cost of dog food, veterinary services, and continuing training. Those costs would be absorbed in the police department's budget in subsequent years.
Total Expected Expenses (describe sources).	19396

Provide any supporting documentation. (upload up to 5 files)

Supporting Documentation	VLK Estimate.pdf
Supporting Documentation	

## Project Impact

Describe how the mineral exploration in western North Dakota has adversely impacted your organization and your community. (maximum 200 words)	Over the last decade the Minot community and northwest North Dakota have undergone a significant shift with regard to population volume, needs, and available resources. With the resurgence of energy development in the Bakken Shale Play (western North Dakota) beginning in 2008, Minot and the entirety of western North Dakota were hit with a large influx of population. The community of Minot itself underwent a population influx of 30,000 residents to overtaking 50,000 at its peak, which has lead to a nearly 30% increase over time in crime since 2008. In 2008, the number of calls that the Minot Police Department responded to was 29,171. In 2017, the Minot Police Department responded to 40,613, and 2018's numbers are outpacing 2017 by 5% to date. Additionally, the incidence of violent crime and drug-related arrests is continuing to rise.
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In addition to increased population and call volume, mineral exploration also harmed the police department as it became difficult to compete with the wages being offered in energy-related positions. Many officers left their positions to explore opportunities in the energy industry and recruitment of new officers was nearly impossible in 2012-2013.

## Other Comments

Provide any additional information or comments.

The Minot Police Department was founded in August 1887, with the appointment of Police Chief William Flumerfelt, by the first elected mayor of the city, J. H. Scofield. Chief Flumerfelt was initially awarded a monthly stipend of \$65. Beyond his normally expected responsibilities to maintain law and order, he was also charged additional responsibilities as fire chief, lamp lighter and street superintendent. In October 1887, within two months of the formation of the police department, a night watchman was added at a stipend \$50 a month and extra policemen as needed at \$2 a day. Today, the Minot Police Department is a professional, well trained and equipped force that is as service-oriented to the community as it is concerned with their primary function of law enforcement. The Police Department is led by Chief Jason Olson. The Minot Police Department has three divisions: Patrol, Investigations and Administration. The Patrol division oversees traffic enforcement, parking control, K-9 and general public calls for service while the Investigations division oversees criminal investigations. Administration includes the Crime Prevention unit and Police Records. The department is authorized a total of 85 sworn officers along with 26 civilian support staff.

## Applicant Representations

- Applicant signing below warrants that the information provided to the Rural Community Grant Fund and its administrators and agents (collectively "RCGF") or in connection with this application is true and correct, and authorizes the release of such information to RCGF. Applicant consents to RCGF obtaining a credit report or criminal history report or any other information relating to Applicant's financial information or background. Upon request, Applicant agrees to provide a social security number to RCGF. Applicant releases all claims against RCGF for all acts or omissions which occur in verifying the above information. Any person is hereby authorized to provide such information as requested by RCGF.
- RCGF gives priority to applications made by nonprofit organizations qualified under IRS section 501(c)(3). Each applicant awarded a grant must submit evidence of its tax-exempt status to RCGF prior to the distribution of any grant including but not limited to, a tax determination from the Internal Revenue Service.

- Applicant affirms expressly that it will use the grant funds in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order 13224. Any violation of this representation is grounds for immediate termination of the grant and return of all funds advanced to the applicant.
- If the award is granted, Applicant agrees to participate in public service announcements, media interviews, or video news releases.
- If the award is granted, Applicant agrees to provide periodic financial reports detailing use of the funds by the organization and project status. These reports will generally include a listing of all expenditures from grant funds as well as an overall organizational financial report covering revenue and expenses, assets, and liabilities.
- When favorable action is not taken on an application, the Applicant will be notified in writing by RCGF of the denial, however Applicant understands RCGF is under no obligation to explain why the grant was not made and that there are no appeal rights.

## Authorization

### **Representations and Acknowledgments:**

**Transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws, or facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.**

**Authorized Signatures:** Non-profit (Officer), Corporation or LLC (Officer), Partnership (General Partner), Sole Proprietorship (Owner)

Name of Entity	Minot Police Department
By	Erik Laudenschlager
Title	Senior Patrol Officer
Date	8/31/18



*Farm Credit Services  
of Mandan*



*Farm Credit Services  
of North Dakota*

**Additional information in support of application request \$10,000 - \$50,000.**

**Please also complete page two.**

Are you requesting a grant of more than \$10,000 or less than \$10,000?

More than \$10,000

Project budget, including five year forecast if available

Because this is a one-time request, a five year forecast has not been created. Additionally, the City of Minot is just now beginning to embark on budget forecasting this budget cycle.

Project schedule/action plan and deliverable dates to project completion

Once notification is provided of successful funding, the Minot Police Department will place an order with Vohne Lichte Kennels and work with the selected K9 handler to schedule the six-week training course. It is anticipated that the funds will be spent and a new K9 in use by June 30, 2019.

Attach a current balance sheet and supporting schedules or other documentation indicating applicant's financial strength.

Additional supporting documentation:

[City of Minot Budget.pdf](#)

Additional supporting documentation:

Additional supporting documentation:

Bank reference and contact information

Dave Lakefield  
Finance Director  
City of Minot  
[david.lakefield@minotnd.org](mailto:david.lakefield@minotnd.org)





**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Captain Justin Sundheim

**DATE:** October 24, 2018

**SUBJECT: Donation of Explosive Magazine Storage Container**

**I. RECOMMENDED ACTION**

---

1. Consider the offer of the donation of equipment, specifically an explosive magazine storage container, from C&J Energy Services Casehold Solutions.
2. Approve and accept the equipment donation offer from C&J Energy Services Casehold Solutions.

**II. DEPARTMENT CONTACT PERSONS**

Jason Olson, Chief of Police	857-4715
Justin Sundheim, Captain	857-4717

**III. DESCRIPTION**

**A. Background**

*The Minot Police Department Bomb team uses explosives for render safe procedures which includes counter charging dangerous items or devices. Explosive magazine storage containers are used to house these explosives. Transportation costs for explosives delivered to Minot can be significant. Due to lack of current capacity, those transportation costs can become more frequent.*

**B. Proposed Project**

*C&J Energy Services Casehold Solutions offered to donate a used explosive storage magazine container to the Minot Police Department Bomb Team. Consideration of approving this donation is what is being requested.*

**C. Consultant Selection**

*N/A*

**IV. IMPACT:**

**A. Strategic Impact:**

*Currently, the team has to rely on other agencies to secure certain explosives due to lack of current capacity. This would reduce reliance on other agencies. This would also reduce the amount of transportation costs the department absorbs due to the increased ability to house additional explosive inventory.*

**B. Service/Delivery Impact:**

*The additional storage capacity would enable the Bomb Team to increase the types of explosives the team are able to house. This in turn enhances their response capabilities to handle the multiple types of explosives they encounter.*

**C. Fiscal Impact:**

*The City would be responsible for transportation costs of the donated explosive magazine. It is anticipated that current city equipment should be able to transport the container back to Minot from the Williams County area.*

**Project Costs**

Fuel	\$200
Additional Security Measures (fence/concrete pad)	\$5000
Total	\$5,200

**Project Funding**

PD Patrol Operations	001-2100-421.06-50	\$5000
PD Patrol Fuel	001-2100-421.06-61	\$200

**V. ALTERNATIVES**

Alt 1. Continue to apply for grant funding for the equipment.

Alt 2. Continue to absorb the significant costs of transporting explosives on an as needed basis.

**VI. TIME CONSTRAINTS**

*The donator, C&J Services Casehold Solutions is in the process of moving from the current work site which is where the magazine container is located. They have purchased a new magazine container for their new site and need to remove the old one within the next few weeks.*

**VII. LIST OF ATTACHMENTS**

A. Photos of explosive magazine container to be donated.









**TO:** Mayor Shaun Sipma  
Members of the City Council

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

**DATE:** *October 25, 2018*

**SUBJECT:** **NAWS ADAPTIVE MANAGEMENT PLAN MOU WITH BUREAU OF RECLAMATION**

## **I. RECOMMENDED ACTION**

---

1. Recommend approval of the MOU with the supplemental letter, as attached provided by the Bureau of Reclamation and authorize the Mayor to appoint the Public Works Director and Asst. Public Works Director to the AMP team.

## **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**

*The City of Minot has been involved with NAWS since the 1990's in support of bringing quality and reliable drinking water to Minot and the North Central area of ND. Minot has agreements with the State to provide a cost share for the NAWS project as well as agreements for water production for the NAWS system.*

### **B. Proposed Project**

*As part of the Supplemental EIS that was completed by the Bureau of Reclamation, an adaptive Management Plan and team is required to be established to provide input on the design of the intake into the snake creek pump station as well as the biota plant at Max and to assure that these facilitates are constructed and operated in accordance with the SEIS. Minot has been providing input and funding assistance since the inception of this project, but now the Bureau is asking that a MOU be formally established and signed designating personnel to participate in this AMP from the City. A copy of this MOU is attached, however, upon review by the City attorney, the following was recommended "VII Terms" which states "The City of Minot agrees that it will not seek relief against the U.S. government or any entity or officer thereof in the event of a dispute over whether Reclamation is fulfilling the intentions expressed in this MOU." Should be reciprocal. We have sent the MOU back to the Bureau and asked that this section be revised to state this. The Bureau has provided a letter that in summary states this", the intent of the MOU term in question is to clearly state that no party signatory to the MOU will seek relief against Reclamation in the event the party disagrees with a future adaptive*

management decision. This term is included in each MOU Reclamation is entering in to, and we believe consistency in these MOUs is important. Because Reclamation is the sole decision maker, we don't believe it is necessary or appropriate for this MOU term to be reciprocal. Reclamation will not seek relief against the City of Minot for carrying out its role under this MOU."

*In discussions between staff, the City Attorney and the City Manager, we believe this supplemental letter is adequate in lieu of adjusting the actual MOU.*

C. Consultant Selection

N/A

**IV. IMPACT:**

A. Strategic Impact:

*This work will allow the city to continue to move the vital portions of the NAWS project forward.*

B. Service/Delivery Impact:

C. Fiscal Impact:

*The City is funding 35% cost share of the project and has in the past taken care of any local staff costs related to NAWS as described in the agreement..*

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

N/A

**VII. LIST OF ATTACHMENTS**

- A. *Original MOU from Bureau of Reclamation*
- B. *Copy of the preliminary letter from Bureau of Reclamation*

DK-2000  
PRJ-1.10

Honorable Shaun Sipma  
Mayor of Minot  
P.O. Box 5006  
Minot, ND 58702-5006

Subject: Memorandum of Understanding to Participate on the Adaptive Management Team for the Operations of the Northwest Area Water Supply Biota Water Treatment Plant

Dear Mr. Sipma:

Per the City's request, I am writing to clarify language within the Memorandum of Understanding (MOU) sent for the City's consideration in a letter dated September 5, 2018. Please refer to the proposed MOU, Section VII. Terms, which states "The City of Minot agrees that it will not seek relief against the U.S. government..."

As you are aware, the Northwest Area Water Supply Project has been the subject of litigation for many years and only recently have we been able to move forward towards completing the project. The language within this MOU was negotiated with the Province of Manitoba, Canada and the State of North Dakota during settlement discussions in Manitoba's appeal, ultimately resulting in the voluntary dismissal of their appeal.

As stated in the MOU, Reclamation is the lead federal agency in the development and implementation of the Adaptive Management Plan and is solely responsible for decision-making authority. As such, the intent of the MOU term in question is to clearly state that no party signatory to the MOU will seek relief against Reclamation in the event the party disagrees with a future adaptive management decision. This term is included in each MOU Reclamation is entering in to, and we believe consistency in these MOUs is important. Because Reclamation is the sole decision maker, we don't believe it is necessary or appropriate for this MOU term to be reciprocal. Reclamation will not seek relief against the City of Minot for carrying out its role under this MOU.

I hope this explanation is responsive to the City's question and results in the City of Minot entering into this MOU and working with Reclamation in the development and implementation of the Adaptive Management Plan. If you have any questions or require further information regarding this invitation, please contact me at 701-221-1200.

Sincerely,

Arden Freitag  
Area Manager

cc: Mr. Dan Jonasson  
City of Minot  
Director of Public Works  
PO Box 5006  
Minot, ND 58701



# United States Department of the Interior

## BUREAU OF RECLAMATION

Great Plains Region

Dakotas Area Office

P.O. Box 1017

Bismarck, ND 58502-1017

IN REPLY REFER TO:

DK-2000

PRJ-1.10

SEP 5 2018

Honorable Shaun Sipma  
Mayor of Minot  
P.O. Box 5006  
Minot, ND 58702-5006

Subject: Invitation to Participate on the Adaptive Management Team for the Preparation of an Adaptive Management Team for the Operations of the Northwest Area Water Supply Biota Water Treatment Plant

Dear Mr. Sipma:

Reclamation signed a Record of Decision (ROD) for the Northwest Area Water Supply (NAWS) Project in August 2015, which concluded the National Environmental Policy Act (NEPA) process. The selected alternative in the ROD included the delivery of Missouri River water into the Hudson Bay Basin to the existing Minot water treatment plant (WTP), along with other remaining project features. To reduce the project-related risk of transferring aquatic invasive species from the Missouri River Basin to the Hudson Bay Basin, Reclamation will be constructing a Biota WTP within the Missouri River Basin. The Biota WTP includes a conventional water treatment process (coagulation, flocculation, sedimentation, and filtration) that will minimize the formation of disinfection by-products; along with the use of ultraviolet irradiation and chemical disinfection.

In the ROD, Reclamation committed to consulting with the Project Sponsor and others, as appropriate, in development of an Adaptive Management framework for the operation, maintenance, and replacement (OM&R) of the Conventional Treatment Biota WTP. As a means of fulfilling this commitment, Reclamation is extending an invitation to select federal and state agencies requesting their participation in the development of an Adaptive Management Plan for the OM&R of the Biota WTP.

The City of Minot was an active participant throughout the NEPA process and Reclamation is extending an invitation to participate in the development and implementation of an Adaptive Management Plan. If you accept this invitation, please review of the enclosed Memorandum of Understanding (MOU). The MOU describes the purpose and organization of the Adaptive Management Team, along with the responsibilities of the City and Reclamation. If you have comments or suggestions for the items discussed in the MOU, please provide those to us October 15, 2018.

Also enclosed for your information is a general schedule for preparing the Adaptive Management Plan. The design and construction schedule for NAWS is also included to show how it corresponds to the development of the Adaptive Management Plan. The goal is to have the Adaptive Management Plan in place prior to starting operations of the Biota WTP. As you can see in the schedule, it will take several years to complete construction of the intake, Biota WTP and storage reservoir and the pace of construction depends on the availability of funding.

If you have any questions or require further information regarding this invitation, please contact Alicia Waters of my staff at 701-221-1206.

Sincerely,



Arden Freitag  
Area Manager

Enclosure -2

## NAWS ADAPTIVE MANAGEMENT PLAN – PROPOSED MILESTONES

### Design-Construction-Agreements

**Minot WTP Upgrades** – to allow for additional capacity and upgrades to various treatment components. Work was initiated in the spring of 2018. (complete in 2019)

**Biota WTP Design** – Design of the Biota WTP is being prepared per Reclamation requirements

- Value Planning – completed August 2018
- Value Engineering – anticipated Spring 2019
- ❖ Design Completion – anticipated Fall 2019

**Cooperative Agreement (Construction)** – Reclamation anticipates negotiating a new cooperative agreement with Garrison Diversion Conservancy District for the construction of the Biota WTP. (Spring 2019)

**Biota WTP Construction Contract Advertisement & Award** – pending the availability of funds. (fall of 2019)

**Biota WTP Construction** – estimated duration 3-5 years pending the availability of funds. (2020-2025)

**Facility Use Agreement** – to allow use of Snake Creek Pumping Plant as the location of the project's intake. (Fall 2019)

**Intake Design Process** – Design work to modify Reclamation's Snake Creek Pumping Plant to serve as the NAWS project intake and includes the following steps:

- Initiate Design – Fall 2019
- Value Planning – Spring 2020
- Value Engineering – Fall 2020
- ❖ Design Completion – Spring 2021

**Intake Construction** – pending the availability of federal and/or state funding. Estimated duration is 2 years. (2021-2022)

**South Prairie Reservoir Design** – Design work on this water storage structure (2021)

**South Prairie Reservoir Construction** – Advertisement and award of a construction contract for the South Prairie Reservoir pending the availability of federal and/or state funding. (2022-2023)

### Adaptive Management Plan

- Reclamation will send out letters of invitation to agencies who have expertise and information relative to the NAWS Biota WTP. (August 2018)
- Finalize MOU's with each agency that accepts an invitation to participate on the Adaptive Management Team. (Fall 2018)
- Introductory conference call with the Adaptive Management Team to discuss purpose of the Team and roles of team members. (Early 2019 after MOUs are finalized) Followed by periodic conference calls to discuss progress on design/construction/agreement tasks in an effort to keep everyone informed and aware of changes in the proposed milestones. These periodic calls will be scheduled as needed.
- Reclamation will host a kick-off meeting with the Adaptive Management Team to reiterate the purpose of the AMP and role of team members. Discussion will focus on the plan development process and timeline. (Winter 2020)
- Reclamation provide draft Adaptive Management Plan to the Adaptive Management Team for review and input. Adaptive Management Team meeting to discuss the draft AMP (Spring/Summer 2020)
- Reclamation consider input from Adaptive Management Team and revise the draft plan as appropriate. Reclamation will host a meeting of the Adaptive Management Team to discuss any changes to the AMP (Fall/Winter 2020)
- Reclamation finalize the Adaptive Management Plan and provide to members of the Adaptive Management Team. (Winter 2020)
- Periodic calls and meetings with Adaptive Management Team for updates on construction and prepare for Biota WTP operation. (2020-2025)
- Adaptive Management Team meets as described in the Adaptive Management Plan during operations. (post construction, 2025)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES BUREAU OF RECLAMATION  
AND THE  
CITY OF MINOT, NORTH DAKOTA  
FOR  
PREPARATION AND IMPLEMENTATION  
OF THE  
ADAPTIVE MANAGEMENT PLAN  
FOR THE OPERATION, MAINTENANCE AND REPLACEMENT  
OF THE  
NORTHWEST AREA WATER SUPPLY PROJECT  
BIOTA WATER TREATMENT PLANT**

**I. AUTHORITY**

This Memorandum of Understanding (MOU) is made pursuant to the Act of May 12, 1986 (Public Law 89-108), and the Dakota Water Resources Act of 2000 (Public Law 106-554). This Act authorized the appropriation of \$200 million of grant funds for the planning and construction of water supply facilities throughout North Dakota. This MOU is made solely under the laws of the United States and is not intended to create any contractual or financial obligations for any signatory.

**II. DEFINITIONS**

The following definitions are intended to apply to this MOU:

**AMP** means the Adaptive Management Plan

**DWRA** means the Dakota Water Resource Act (Public Law 106-554)

**Environmental Commitments** means all project design features and other mitigation measures identified (either explicitly or by reference) in the Great Plains Regional Director's ROD dated August 21, 2015.

**MOU** means the Memorandum of Understanding

**MR&I** means municipal, rural and industrial

**OM&R** means the operation, maintenance and replacement activities associated with the Biota water treatment plant

**Project** means the Northwest Area Water Supply Project

**Reclamation** means the U.S. Department of the Interior, Bureau of Reclamation

**ROD** means Record of Decision

**WTP** means the Biota water treatment plant

### III. BACKGROUND

The Project is a municipal, rural and industrial (MR&I) bulk water supply system that will serve communities and rural water systems within northwestern North Dakota. The Project will deliver water from the Missouri River Basin to communities and rural water systems within the Hudson Bay Basin. The already completed features of the Project include: 45 miles of main transmission pipeline from Lake Sakakawea to the City of Minot, 8 segments of the bulk distribution pipeline and associated facilities, a high service pump station and storage reservoir in Minot and upgrades to the Minot WTP.

Reclamation released a Final Supplemental Environmental Impact Statement in April 2015. A Record of Decision was issued in August 2015 which selected an alternative using the Missouri River as the source water for the Project. The selected alternative includes a Biota WTP, located within the Missouri River Basin, which will include conventional treatment of water along with UV irradiation and chemical disinfection (chlorine/chloramines) as a means of reducing the Project-related risk of aquatic invasive species transfer. Conventional treatment includes a series of processes, including coagulation, flocculation, sedimentation and filtration, resulting in substantial particulate removal (40 CFR 141.2).

### IV. PURPOSE

The purpose of the MOU is to set forth the intent of Reclamation in establishing an Adaptive Management Team and relating to participation by the City of Minot, North Dakota on the Adaptive Management Team. Reclamation's intent is that the AMP Team will assist in the development of an Adaptive Management Plan (AMP) for the operation, maintenance and replacement (OM&R) of the Biota water treatment plant (WTP) which is part of the Project.

This Project is designed to use water from the Missouri River to meet the needs of communities and rural water systems within the Project area; a portion of which are located within the Hudson Bay Basin. Reclamation prepared a Supplemental Environmental Impact Statement for the Project and a Record of Decision was issued on August 21, 2015. The Record of Decision included a commitment by Reclamation to prepare an AMP for the OM&R of the Biota WTP. The AMP will be prepared in accordance with the environmental commitments defined in the Record of Decision. This will be accomplished in cooperation with North Dakota and others, as appropriate. To that end, Reclamation is establishing an AMP team and each entity represented on this team is being asked to enter into an MOU with Reclamation. Reclamation intends for this team to provide technical recommendations to Reclamation in the development and implementation of treatment and monitoring criteria for the water treatment systems within the Biota WTP.

### V. ORGANIZATION

Reclamation is the federal agency responsible for the OM&R of the Biota WTP. Through the establishment of an AMP team, Reclamation intends to engage relevant stakeholders in identifying key uncertainties, establishing goals and objectives, developing monitoring strategies, as well as considering their technical recommendations and insights into its decision-making process. Reclamation expects and intends the AMP team to consist of technical representatives from various agencies and organizations such as those listed below.

- North Dakota Department of Health
- North Dakota State Water Commission
- U.S. Environmental Protection Agency
- Garrison Diversion Conservancy District

- Government of the Province of Manitoba, Canada
- City of Minot, North Dakota
- North Dakota Game and Fish Department

The AMP team may include additional representation from these or other agencies to provide technical and environmental input as appropriate.

## VI. RESPONSIBILITIES

Reclamation intends that this MOU will be implemented as set forth below:

A. The AMP Team should:

- work collaboratively to provide technical recommendations to Reclamation in the development and implementation of the AMP for the OM&R of the Biota WTP,
- assist in the formulation of performance standards, water treatment goals, and objectives for the Biota WTP which are specific, measurable and achievable,
- assist with the design and implementation of monitoring plan(s) as a means of monitoring the efficacy of the water treatment technologies to function as designed to meet and maintain the water treatment goals and other established goals,
- provide technical recommendations in the development of methods for assessing the monitoring data collected and other pertinent data gathered as a means of identifying changes within the environment and/or changes in treatment technologies,
- assist in the development of a decision making model/matrix/process which provides flexibility in addressing or responding to changes in the monitoring data or uncertainties,
- review and recommend treatment technologies and modifications to meet water treatment goals if warranted by the results of the monitoring data,
- work collaboratively with Reclamation in the development and implementation of an emergency response plan with special emphasis on potential biota transfer issues as described in the ROD,
- assist in ensuring the elements of the AMP and the emergency response plan are appropriately integrated and include specific actions such as timely notification procedures,
- meet as necessary to prepare the AMP. Team members may participate in person or via conference call; however in person participation is preferred to facilitate the sharing of information and interacting with other team members, and
- upon implementation of the AMP, the AMP team will meet as necessary but not less than once a year to accomplish its goals.

B. Reclamation intends that it will:

- serve as the lead federal agency in the development and implementation of the AMP. The Project will be implemented under the applicable laws of the United States and Reclamation retains sole decision-making authority. Reclamation's decision-making process will not require a consensus position from the team, and nor will any team member's objection prevent Reclamation from taking any action.
- review the qualifications of the proposed person(s) recommended by an agency/entity to represent their interests on the AMP team and provide concurrence, as appropriate,
- serve as the team lead and facilitator for the AMP team meetings,
- encourage and consider technical data and recommendations from AMP team members,
- notify team members of meeting logistics via email. This could include but is not limited to an agenda, meeting time/location/duration, supporting data/information relative to meeting discussion topics, etc.,
- share monitoring data and other data with AMP team members as described in the AMP,
- be responsible for the preparation of the AMP draft/final documents,
- carefully consider the technical input provided by AMP team members on all draft products developed by the AMP team and respond/revise the draft product as appropriate.
- prudently consider all recommendations from the AMP team regarding changes/modification to the OM&R of the Biota WTP.

C. City of Minot intends to:

- Provide technical staff person(s) to fully participate as a member of the AMP team. Ideally the technical person(s) the City of Minot assigns to this team can be committed to not only assist with the development of the AMP but also to the ongoing monitoring and evaluation processes to be implemented as a means of maintaining consistency in implementation of the AMP and team member relationships,
- Provide name and technical qualifications of person(s) the City of Minot proposes to represent their interests on the AMP team within a reasonable timeframe of the request,
- Provide technical data as requested for use by Reclamation and the AMP team throughout the development and implementation of the AMP, and
- Provide any and all resources (financial/data) to their team member(s) needed to participate fully on the AMP team.

## **VII. TERMS**

This MOU will remain in effect for an undefined time period beginning with the implementation of the MOU through the development and implementation of the AMP.

Each signatory to this MOU is responsible for bearing its costs of participation. Any information provided to Reclamation by a signatory to this MOU will be treated as a federal record subject to applicable U.S. federal laws.

Nothing in this MOU should be construed as obligating Reclamation, the Department of the Interior, or any agency of the U.S. Government to expend funds or enter into any contract, financial assistance agreement, other obligations, or to spend funds on any particular project or purpose, even if funds are available.

The Participants intend for this document to be a non-exclusive arrangement. This MOU is not intended to prohibit the Participants from engaging in other arrangements or agreements related to other activities.

This MOU can be modified by mutual agreement of the signatories.

Any AMP team member may terminate their involvement in this MOU through 60-day written notification to the signatories herein.

The City of Minot agrees that it will not seek relief against the U.S. government or any entity or officer thereof in the event of a dispute over whether Reclamation is fulfilling the intentions expressed in this MOU.

## **VIII. EFFECTIVE DATE**

This MOU is intended to come into effect upon signature of the respective governmental bodies of the undersigned participant.

It is contemplated that this MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same document. Facsimiles, had copies and scanned electronic copies of signatures, including scanned electronic copies sent by email shall constitute acceptable, binding signatures for purposes of this MOU.

**City of Minot, North Dakota**

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

<name & title of signatory>

**Bureau of Reclamation**

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

Regional Director, Michael Black



# United States Department of the Interior

BUREAU OF RECLAMATION  
Great Plains Region  
Dakotas Area Office  
P.O. Box 1017  
Bismarck, ND 58502-1017

IN REPLY REFER TO:

DK-2000  
PRJ-1.10

OCT 26 2018

Honorable Shaun Sipma  
Mayor of Minot  
P.O. Box 5006  
Minot, ND 58702-5006

Subject: Memorandum of Understanding to Participate on the Adaptive Management Team for the Operations of the Northwest Area Water Supply Biota Water Treatment Plant

Dear Mr. Sipma:

Per the City's request, I am writing to clarify language within the Memorandum of Understanding (MOU) sent for the City's consideration in a letter dated September 5, 2018. Please refer to the proposed MOU, Section VII. Terms, which states, "The City of Minot agrees that it will not seek relief against the U.S. government."

As you are aware, the Northwest Area Water Supply Project has been the subject of litigation for many years and only recently have we been able to move forward towards completing the project. The language within this MOU was negotiated with the Province of Manitoba, Canada and the State of North Dakota during settlement discussions in Manitoba's appeal, ultimately resulting in the voluntary dismissal of their appeal.

As stated in the MOU, Reclamation is the lead federal agency in the development and implementation of the Adaptive Management Plan and is solely responsible for decision-making authority. As such, the intent of the MOU term in question is to clearly state that no party signatory to the MOU will seek relief against Reclamation in the event the party disagrees with a future adaptive management decision. This term is included in each MOU Reclamation is entering into, and we believe consistency in these MOUs is important. Because Reclamation is the sole decision maker, we do not believe it is necessary or appropriate for this MOU term to be reciprocal. Reclamation will not seek relief against the City of Minot for carrying out its role under this MOU.

I hope this explanation is responsive to the City's question and results in the City of Minot entering into this MOU and working with Reclamation in the development and implementation



Subject: Memorandum of Understanding to Participate on the Adaptive Management Team for the Operations of the Northwest Area Water Supply Biota Water Treatment Plant of the Adaptive Management Plan. If you have any questions or require further information regarding this invitation, please contact me at 701-221-1200.

Sincerely,



Arden Freitag  
Area Manager

cc: Mr. Dan Jonasson  
City of Minot  
Director of Public Works  
PO Box 5006  
Minot, ND 58701

