



Committee of the Whole
Tuesday, July 31, 2018 - 4:15 PM
City Council Chambers

1. FINAL PAYMENT – 30TH AVE GRAVITY SEWER (3490.5)

The 30th Ave Gravity Sewer project constructed a gravity sewer in 30th Ave NE to convey waste water from 13th St NE to Livingston Coulee Lift Station. The project was bid in April of 2017 and the low bidder was Wagner Construction at \$666,775.00. Wagner Construction has now completed all items remaining for the project.

It is recommended the City Council approve final payment in the amount of \$79,914.72 to be paid to Wagner Construction for the 30th Ave Gravity Sewer Project.

Documents:

[3490.5 - Memo to council - final payment.pdf](#)
[3490.5 Wagner pay request 4 - final.pdf](#)
[3490.5 Change Order 1 - Final.pdf](#)

2. 2018 SANITARY SEWER REHAB (4313)

In 2018, the project consisted of removing and replacing a section of sanitary sewer on 21st St NW between 11th Ave and 8th Ave. The project was bid in March of 2018 and the low bidder was Wagner Construction at \$275,866.00. Wagner Construction has now completed all items remaining for the project.

Recommend approval of the final payment in the amount of \$277,969.50 to be paid to Wagner Construction for the 2018 Sanitary Sewer Rehab Project.

Documents:

[4313 - Memo to council - final payment.pdf](#)
[4313 - Wagner pay request 1 - final.pdf](#)
[4313 - Change Order 1 - final.pdf](#)

3. 2017 STREET IMPROVEMENT DISTRICT FINAL PAYMENT (4247)

The 2017 Street Improvement District included 20th Avenue SE – 20th St SE to 13th St SE, North Broadway Frontage Road – 36th Ave NW to 34th Ave NW, 10th Street SW – 20th Ave SW to cul-de-sac north of US Highway 83, 6th Street SE – 16th Ave SE to 18th Ave SE, and 2nd Avenue SW – 6th St SW to 10th St SW. The final cost of the overall project was 9% under the original bid price and 31% under the original engineer's estimate. The original City work along with all approved change orders were completed within budgeted funds.

It is recommended the City Council approve final payment to Bechtold Paving, Inc. in the amount of \$46,812.98 for the 2017 Street Improvement District.

Documents:

[4247 - 2017 Street Improvement Final Payment Memo_w_attachments.pdf](#)

4. AWARD OF BID- LIBRARY DIGITAL SIGN (LIB033)

As approved at the February 5, 2018 City Council meeting, the Minot Public Library will be installing a digital message center on the southwest library lawn. A bid opening is scheduled for August 3, 2018.

It is recommended that the City Council approve the recommended bid which will be provided at the August 6, 2018 City Council meeting.

Documents:

[Award of Bid MEMO_LIB033.pdf](#)

5. 2018 SIDEWALK, CURB & GUTTER REPLACEMENT PROJECT ORDER TO INSTALL SIDEWALKS #4311

The parcels listed in the attachment have requested the city to install or repair the sidewalk and have the cost assessed against the parcel. They have signed a waiver requesting this work to be assessed.

It is recommended the City Council order the construction or repair of Unit 2 sidewalks by the City's contracted Contractor for parcels where a waiver has been received. The cost and administration fees for the sidewalk work are to be assessed against the benefiting parcels.

Documents:

[2018 Sidewalk, Curb and Gutter Order to Install Memo.docx](#)
[Table 1 - Parcels with Waivers where Sidewalks are to be Constructed or Repaired.pdf](#)

6. PARKING LOT IMPROVEMENTS (AIR071)

During the Pre-bid Conference with the rental car companies last year, we discussed the Industry's desire to relocate the rental car return area closer to the Terminal. This was in response to customers' negative feedback of having to make the trek to the terminal from the east end of the Long Term Parking Lot. In addition, we talked about a long-term solution that would provide for the possibility of a Quick Turn Area (QTA) located in close proximity to the Terminal. The consensus among those present was that the West Upper Lot would be the best location for this endeavor. We agreed that we would take a phased approach to this plan.

1. **Recommend approval of project to improve the Short-Term Parking Lot so that rental car operations can be separated from paid parking stalls; and**
2. **Authorize the Airport Director to publish a Request for Proposal and award the project to the lowest qualified bidder, and complete the project in a cost effective and timely manner;**
3. **pass an ordinance to amend the 2018 annual budget to increase the airport maintenance land-side for the constructing of the relocation of the car rental operations to the west short term parking lot**
4. **Authorize the Mayor to sign the required approvals.**

Documents:

[MEMO Parking Lot Improvements \(AIR071\).docx](#)
[20180607-ParkingLot-AirportReview - grayscale.pdf](#)
[Future QTA Location.png](#)
[Future QTA Location - Greyscale.pdf](#)
[20180703-MOT-ParkingLot-Cost Estimate - grayscale.pdf](#)
[2018 BA - RAC Relocate car rental return construction.docx](#)

7. STRUCTURE AUCTION AUTHORIZATION

New structures identified for auction include 5 homes, 4 garages, and 1 shed. Upon approval of the auction of these properties, they will be listed for auction with homes having a minimum bid price.

It is recommended the City Council grant approval to auction structures acquired for flood mitigation projects.

Documents:

[CityCouncilmemoforauctions.pdf](#)
[Scanauctionstructures.pdf](#)

8. EXTENSION OF EMINENT DOMAIN OUTSIDE COUNSEL CONTRACT

At the commencement of the Involuntary Acquisition Buy Out Program for flood mitigation projects, after issuance of an appropriate RFP the city engaged Swanson & Warcup, Ltd. To serve as special outside counsel for Eminent Domain cases. There is currently only one eminent domain case which was initially commenced in 2017.

It is recommended the City Council approve a one year extension of modified eminent domain contract with Swanson & Warcup, Ltd.

Documents:

[SwansonWarcupextensioncouncilmemo.pdf](#)
[Contract for the Provision of Eminent Domain between City and Swanson and Warcup.PDF](#)

9. CDM SMITH SUPPORT SERVICES ALLOCATION 1 CONTRACT EXTENSION

CDM Smith has been providing technical support services for program delivery for the projects and activities funded by Allocation #1 since the inception of this grant in October, 2012. The total value of this contract which has been modified 11 times since the inception is \$7,421,441. The current extension expired June 30, 2018.

It is recommended the City Council approve a modified one year contract extension with CDM Smith for project delivery services with Allocation #1.

Documents:

[CDM Smithamendment12councilmemo.pdf](#)
[Minot CDM Smith CDBG Contract 1 Amendment 12_080618.pdf](#)

10. EXPAND SCOPE OF IEDC AGREEMENT FOR FOLLOW THROUGH SUPPORT

One of the key action item recommendations in the IEDC strategies report to the City is to consider pursuit of creating economic development tools which reflect best practices elsewhere in the US to advance a proactive approach to sustainable growth while creating opportunities for necessary resources beyond the city government.

It is recommended the City Council approve expanding the scope of IEDC agreement to provide complete analysis of incentives adding \$30,000 from NDR funds for the additional work and authorizing the Mayor to execute the extension.

Documents:

[ExpandIEDCscope12councilmemo.docx](#)

11. CITY COUNCIL CREATE AN ECONOMIC DEVELOPMENT TASK FORCE

The Technical Assistance Report authored by the International Economic Development Council presents an Economic Recovery and Resiliency Strategy containing a series of suggested Action Items to be able to launch a comprehensive, proactive, coordinated and sustainable economic development strategy citywide with priority focus on the downtown. The core recommendation is that the city government undertake a leading, proactive role in formulating and launching such a coordinated strategy.

It is recommended the City Council approve establishing an organizational structure to lead coordinated efforts to assess IEDC Action Step recommendations and undertake those recommendations with Council approval deemed necessary for a coordinated, overall economic development strategy.

Documents:

[EDTaskForceCouncilMemo.pdf](#)

12. AIRPORT ACTIVITIES, REPORTS, AND PROJECT UPDATES

The Airport Director provided a written report and will be available for questions.

Documents:

[Airport Committee Presentation 073118.pdf](#)

13. FAA SUPPLEMENTAL DISCRETIONARY GRANT OPPORTUNITY

The paved areas in the vicinity of the General Aviation Ramp have been identified by Airport, the FAA, and the State Aeronautics commission as being in a state of disrepair and in need of replacement. On July 9th of this year, the FAA announced a "Supplemental Grant" opportunity which includes small commercial service airports like MOT (attached).

In order to be eligible for this funding in 2018, the project needed to be "shovel ready" by September 1. Since the engineering and design work for this project has been substantially completed in Phase I, the Airport need only complete the RFP process in order to meet the FAA's guidelines for an eligible project.

- 1. It is recommended the City Council authorize the Airport Director to apply for a supplemental Airport Improvement Grant offered by the FAA to fund completion of Phase II and III of the General Aviation pavement rehabilitation project;**
- 2. Authorize the Airport Director to commence the Request for Proposal process immediately to comply with application deadline requirements;**
- 3. Award the bid pending receipt of at least 90% of grant money;**
- 4. Authorize acceptance of grant money that may be offered through this supplemental opportunity which includes federal funding of at least 90% of the estimated \$1.9 million project cost;**
- 5. Authorize the Mayor to sign necessary documents.**

Documents:

[MEMO FAA Supplemental Grant \(Final\).docx](#)

[PCI Snapshot for Council.pdf](#)

[GA Apron Reconstruction Plans for Council.pdf](#)

[Federal Register Notice of Supplemental FAA AIP Funding.pdf](#)



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Jason Sorenson

DATE: July 17, 2018

SUBJECT: FINAL PAYMENT – 30TH AVE GRAVITY SEWER (Project Number 3490.5)

I. RECOMMENDED ACTION

1. Recommend approval of the final payment in the amount of \$79,914.72 to be paid to Wagner Construction.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City has been constructing the North Minot Sanitary Sewer System since 2012. This project was the result of a study that was commissioned in 2010 to accommodate rapid growth on the north side of Minot. This was a multi-phase project that consisted of creating a new trunk sewer system around the northwest and northeast parts of Minot to alleviate capacity issues in the Valley Forcemain system.

B. Proposed Project

The 30th Ave Gravity Sewer project constructed a gravity sewer in 30th Ave NE to convey waste water from 13th St NE to Livingston Coulee Lift Station. The project was bid in April of 2017 and the low bidder was Wagner Construction at \$666,775.00. Wagner Construction has now completed all items remaining for the project.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

NA

C. Fiscal Impact:

Project Costs

General Contractors Low Bid	\$666,775.00
Net Change by Change Order	(\$25,552.78)
Final Contract Amount	\$641,222.22

Project Funding

Funding for this project came from utility bonds.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

- A. Final Payment Application
- B. Final balancing change order



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4

To (Owner):	City of Minot, ND	From (Contractor):	Wagner Construction, Inc - dba Wagner Place	Via (Engineer):	Tim Paustian	Apex Engineering
Project:	30th Avenue Gravity Sewer-Phase 1	Contract:				
Owner's Contract No.:	3490.5	Contractor's Project No.:	17105	Engineer's Project No.:	12.106.0080	

Application For Payment
Change Order Summary

Approved Change Orders	Number	Additions	Deductions
1			\$25,552.78
TOTALS			\$25,552.78
NET CHANGE BY			-\$25,552.78
CHANGE ORDERS			

Contractor's Certification

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

Contractor Signature: 
Date: 7.10.18

1. ORIGINAL CONTRACT PRICE..... \$ 5666,775.00
2. Net change by Change Orders..... \$ -\$25,552.78
3. Current Contract Price (Line 1 ± 2)..... \$ 5641,222.22
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 5641,222.22
5. RETAINAGE:
a. X \$641,222.22 Work Completed..... \$
b. X Stored Material..... \$
c. Total Retainage (Line 5.a + Line 5.b)..... \$ 5641,222.22
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 5561,307.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 579,914.72
8. AMOUNT DUE THIS APPLICATION..... \$ 579,914.72
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$

Payment of: \$ 579,914.72 ✓
(Line 8 or other - attach explanation of the other amount)
is recommended by:  7/10/18
(Engineer)
Payment of: \$ 79,914.72
(Line 8 or other - attach explanation of the other amount)
is approved by: 
(Owner)
Approved by: 
Funding or Financing Entity (if applicable)

APPROVED
By: 
Date: 7/10/18
A/C # 140100100165105175
DESCR. P#3490.5

Progress Estimate - Unit Price Work

Contractor's Application

Contract Information		Application Number											
Tenth Avenue Library New Phase I		4											
Application Period		Application Date											
July 1, 2016 - 2018		6/30/2018											
Item		E		F									
A		B		C									
Contract Information		D		E									
Item No.	Description	Item Quantity	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed thru Period	Value of Work Installed thru Period	Estimated Quantity Installed to Date	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
1	General Excavation	1	LS	\$2,000.00	\$2,000.00	0.1	\$3,300.00	1	\$32,000.00		\$32,000.00	100.0%	
2	Grading, 1" to 2"	1	LS	\$7,500.00	\$7,500.00	0.1	\$7,500.00	1	\$7,500.00		\$7,500.00	100.0%	
3	Grading, 2" to 4"	1	LS	\$1,500.00	\$1,500.00	0.1	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
4	Subgrade Replace Asphalt Surface, 4" to 6"	7,300	SY	\$50,300.00	\$365,000.00	365,000.00	\$44,450.00	7,300	\$80,300.00		\$80,300.00	100.0%	
5	Non-soluble Portland Cement Lint Station	1	LS	\$30,000.00	\$30,000.00	0.5	\$15,000.00	1	\$30,000.00		\$30,000.00	100.0%	
6	Non-soluble Steel Pipes	1	LS	\$3,000.00	\$3,000.00	0.5	\$1,500.00	1	\$3,000.00		\$3,000.00	100.0%	
7	3" PVC Sanitary Sewer Pipe	0.2	LF	\$7,820.00	\$1,564.00		\$7,820.00	26.6	\$205,290.00		\$205,290.00	100.0%	
8	2" PVC Sanitary Sewer Pipe	2,940	LF	\$2,000.00	\$5,880.00		\$2,000.00	6	\$12,000.00		\$12,000.00	100.0%	
9	4" Sanitary Manhole	6	Each	\$93,000.00	\$558,000.00		\$93,000.00	1	\$93,000.00		\$93,000.00	100.0%	
10	72" Sanitary Manhole	1	Each	\$30,000.00	\$30,000.00		\$30,000.00	1	\$30,000.00		\$30,000.00	100.0%	
11	Sealing	3	Agc	\$5,000.00	\$15,000.00	2	\$3,600.00	2	\$7,200.00		\$7,200.00	100.0%	
12	3" PVC Sanitary Sewer Pipe, Impound Pond Filling & Liner and Damages	1	Agc	\$17,377.78	\$17,377.78	1	\$17,377.78	1	\$17,377.78		\$17,377.78	100.0%	
TOTALS				\$641,122.22	\$641,122.22		\$641,122.22	\$641,122.22	\$641,122.22		\$641,122.22	100.0%	

Change Order
No. 1 – Final Balancing

Date of Issuance: December 15, 2017

Effective Date: December 15, 2017

Project: <u>30th Gravity Sewer – Phase I</u>	Owner: <u>City of Minot</u>	Owner's Contract No.: <u>3490.5</u>
Contract: <u>30th Avenue Gravity Sewer Improvements – Phase I</u>	Date of Contract: <u>May 1, 2017</u>	
Contractor: <u>Wagner Construction, Inc. dba Wagner Place</u>	Engineer's Project No.: <u>12.106.0080</u>	

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

Description:

See Letter of Explanation.

Attachments (list documents supporting change):

Letter of Explanation – Change Order No. 1 – Final Balancing

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ \$666,775.00

[Increase] [Decrease] from previously approved
Change Orders No. 0 to No. 0:

\$ \$0.00

Contract Price prior to this Change Order:

\$ \$666,775.00

Decrease of this Change Order:

\$ \$25,552.78

Contract Price incorporating this Change Order:

\$ \$641,222.22

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (date): September 1, 2017

Ready for final payment (date): October 6, 2017

[Increase] [Decrease] from previously approved Change Orders
No. 0 to No. 0:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (date): September 1, 2017

Ready for final payment (date): October 6, 2017

Increase of this Change Order:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times with all approved Change Orders:

Substantial completion (date): September 1, 2017

Ready for final payment (date): October 6, 2017

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 7/10/18

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 7/11/18

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 7.10.18



Water | Transportation | Municipal | Facilities

Letter of Explanation Change Order No. 1 – Final Balancing

30th Ave. Gravity Sewer Improvements – Phase I

Apex No. 12.106.0080

City of Minot No. 3490.5

Item No. 7 – 8” PVC Sanitary Sewer: DELETE 3 LF @ \$85.00. Normal contract variation. Less used than anticipated. *Total Change in Cost due to this Change: -\$255.00.*

Item No. 8 – 21” PVC Sanitary Sewer: DELETE 60 LF @ \$132.00. Normal contract variation. Less used than anticipated. *Total Change in cost due to this Change: -\$7,920.00*

Item No. 12 – 30” CMP Culvert: ADD 1 LS @ \$4,339.29. During construction, a 30” corrugated metal pipe (CMP) culvert was discovered to be severely corroded and in need of replacement. This item includes the replacement of 40 feet of culvert along with flared end sections. *Total Change in cost due to this Change: +\$4,339.29*

Item No. 13 – Improved Pipe Bedding: ADD 1 LS @ \$3,782.93. During construction, it was discovered that a portion of the pipeline trench contained unsuitable soils that required a soil amendment in order to adequately support the pipeline. This item includes the removal of the unsuitable soils over a length of approximately 200 feet and replacement with rock bedding. *Total Change in cost due to this Change: +\$3,782.93*

Item No. 14 – Liquidated Damages: DELETE 1 LS @ \$25,500.00. The Contract Documents called for Substantial Completion to be achieved on September 1, 2017 and Final Completion to be achieved on October 6, 2017. Neither of these dates were achieved. The Contract Documents call for Liquidated Damages, for failure to meet the Contract Completion Dates, of \$1,500 per day for both Substantial Completion and Final Completion. This Item recoups actual expenses the Owner has incurred as a result of this significant delay in achieving timely completion of this project. *Total Change in cost due to this Change: -\$25,500.00*



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Jason Sorenson

DATE: July 17, 2018

SUBJECT: 2018 SANITARY SEWER REHAB (Project Number 4313)

I. RECOMMENDED ACTION

1. Recommend approval of the final payment in the amount of \$277,969.50 to be paid to Wagner Construction.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Water and Sewer Department budgets funds each year for sanitary sewer repairs for pipe sections that are in poor condition or lift station repairs. The areas are prioritized by operator knowledge of areas of town where we spend excessive amounts of time cleaning and jetting or places that have had sewer backup requiring replacement of pipe.

B. Proposed Project

In 2018, the project consisted of removing and replacing a section of sanitary sewer on 21st St NW between 11th Ave and 8th Ave. The project was bid in March of 2018 and the low bidder was Wagner Construction at \$275,866.00. Wagner Construction has now completed all items remaining for the project.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

NA

C. Fiscal Impact:

Project Costs

General Contractors Low Bid	\$275,866.00
Net Change by Change Order	\$2,103.50
Final Contract Amount	\$277,969.50

Project Funding

Funding for this project was budgeted in the Sewer Rehabilitation account (140-6400-510.04-55).

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

- A. Final Payment Application
- B. Final balancing change order



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 1

Application Period: 5/21/18 to 6/27/18		Application Date: 6/27/2018	
To: City of Minnetonka	From (Contractor): Wagner Construction Inc. dba Wagner Place	Via (Engineer):	City of Minnetonka
Project: 2018 Sanitary Sewer Rehabilitation	Contract:		
Owner's Contract No.: 4313	Contractor's Project No.:	Engineer's Project No.:	

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
1		\$2,103.50	
TOTALS		\$2,103.50	
NET CHANGE BY			2,103.50
CHANGE ORDERS			

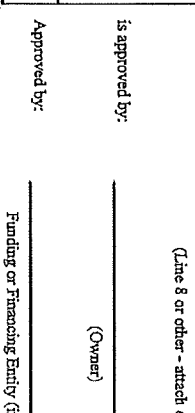
Contractor's Certification

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

Contractor Signature:  Date: 7-16-18

1. ORIGINAL CONTRACT PRICE..... \$ 5275,866.00
 2. Net change by Change Orders..... \$ 2,103.50
 3. Current Contract Price (Line 1 + 2)..... \$ 5277,969.50
 4. TOTAL COMPLETED AND STORED TO DATE
 (Column F total on Progress Estimates)..... \$ 5277,969.50
 5. RETAINAGE:
 a. X \$277,969.50 Work Completed..... \$
 b. X Stored Material..... \$
 c. Total Retainage (Line 5.a + Line 5.b)..... \$ 5277,969.50
 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$
 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
 8. AMOUNT DUE THIS APPLICATION..... \$ 5277,969.50
 9. BALANCE TO FINISH, PLUS RETAINAGE
 (Column G total on Progress Estimates + Line 5.c above)..... \$

Payment of: \$ 5277,969.50
 (Line 8 or other - attach explanation of the other amount)
 is recommended by: (Engineer) (Date)
 Payment of: \$ 5277,969.50
 (Line 8 or other - attach explanation of the other amount)
 is approved by: (Owner) (Date)

Approved by:  Date: 7-16-18
 Funding or Financing Entity (if applicable)
 AC# 4401641001510104155
 DESCR. P# 4313

Contractor's Application

Application Number: 1

Application Date: 6/27/2018

[illegible]

Date of Issuance: 6/27/18	Effective Date: 6/27/18
Owner: City of Minot	Owner's Contract No.: 4313
Contractor: Wagner Construction Inc. dba Wagner Place	Contractor's Project No.:
Engineer: City of Minot	Engineer's Project No.:
Project: 2018 Sanitary Sewer Rehabilitation	Contract Name:

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

Description:

Sewer Later Removals

- 4. Remove and Replace Curb and Gutter - 292 LF to 0 LF
- 5. Remove and Replace 4" Concrete Sidewalk - 110 SY to 0 SY
- 7. 4" SCH-40 Sewer Lateral - 600 LF to 284 LF
- 14. Seeding (Hydro-mulch) - 1 LS to 0 LS

Due to Field Conditions, it was determined that Wagner Construction was to stop removal of all sanitary sewer service laterals prior the curb and gutter on the east side of the road to prevent damage to power cables connecting street lights in the boulevards. Based on field conditions, removals were stopped prior to the existing water main on the west side of the road because the laterals had been repaired with PVC during a water main replacement in 2006. With no boulevard work required, no seeding will be paid on this project.

Asphalt Removal

- 3. Remove Bituminous Pavement - 1636 SY to 1705 SY
- 12. Aggregate Base - CL 5 - 863 TN to 920 TN

Additional Pavement was required to be removed to complete removals of 4" Sewer laterals. This required addition aggregate base import.

Imported Backfill

- 6. Imported Backfill - 60 CY to 0 CY

No imported backfill was required on this project.

Pavement Thickness

- 13. Hot Bituminous Pavement CL 29, 3.5" - 331 TN to 0 TN
- CO1 Full Depth Bituminous Removal - 0 SY to 1800 SY
- CO1 Hot Bituminous Pavement CL 29, 3.5" - 0 SY to 3505 SY

During construction, the existing pavement cross section was found to be less than City Specifications. It was agreed that due to other project costs being eliminated, the road was to be brought up to City Specifications of 10" of gravel base and 3.5" of Bituminous Pavement.

Attachments: Contractors Payment Application

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>275,866.00</u>	Original Contract Times: Substantial Completion: <u>August 7, 2018</u> Ready for Final Payment: <u>August 31, 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>2103.50</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>277,969.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 7, 2018</u> Ready for Final Payment: <u>August 31, 2018</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: _____	Title: <u>Asst. Director of PW</u>	Title: <u>PM</u>	
Date: _____	Date: <u>7/18/18</u>	Date: <u>7.16.18</u>	

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



TO: Mayor Shaun Sipma
Members of the City Council

FROM: David Wicke, Assistant City Engineer

DATE: 7/24/2018

SUBJECT: **2017 STREET IMPROVEMENT DISTRICT FINAL PAYMENT**
Project Number 4247

I. RECOMMENDED ACTION

A. Recommend:

1. Approve the final payment of \$46,812.98 be paid to Bechtold Paving, Inc.

II. DEPARTMENT CONTACT PERSONS

David Wicke, Assistant City Engineer	857-4100
Lance Meyer, City Engineer	857-4100

III. DESCRIPTION

A. Background

This project entailed the rehabilitation of the following streets by the methods described herein:

Unit 1 – 20th Avenue SE – 20th St SE to 13th St SE. Work included milling existing pavement surface, cement stabilization of existing base, bituminous paving, ditch regrading, pavement striping and topsoil and seed. Other work included minor storm water improvements, which consisted of a culvert extension required as part of the roadway realignment.

Unit 2 – North Broadway Frontage Road – 36th Ave NW to 34th Ave NW. Work included milling existing pavement surface, cement stabilization of existing base, bituminous paving, structure adjustments, grading, pavement striping and topsoil and seed. Other work included curb and gutter and driveway approaches replacement.

Unit 3 – 10th Street SW – 20th Ave SW to cul-de-sac north of US Highway 83. Work included milling existing pavement surface, shaping and grading existing base, bituminous paving, structure adjustments, pavement striping and topsoil and seed. Other work included curb and gutter and driveway approaches replacement.

Unit 4 – 6th Street SE – 16th Ave SE to 18th Ave SE. Work included milling existing pavement surface, cement stabilization of existing base, structure adjustments, bituminous paving, pavement striping and topsoil and seed. Other work included curb and gutter, sidewalk, ADA ramps and driveway approaches replacement.

Unit 5 – 2nd Avenue SW – 6th St SW to 10th St SW. Work included edge milling existing pavement surface, pavement patching, structure adjustments, bituminous paving, pavement

striping and topsoil and seed. Other work included storm sewer improvements, curb and gutter, sidewalk, ADA ramps replacements and intersection improvements at 2nd Ave SW and 10th St SW to improve traffic control and safety.

IV. IMPACT:

A. Fiscal Impact:

Annual budgeted funds for maintenance was used to pay for the project in its entirety.

Project Costs

Engineer's Estimate	\$	1,294,557.75
Contractor's Low Bid	\$	971,994.25
Contractor's Amended Bid by Change Orders	\$	993,739.25
Final Construction Cost	\$	887,017.13

Project Funding

Annual Budgeted Funds	\$	1,294,557.75
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The final cost of the overall project was 9% under the original bid price and 31% under the original engineer's estimate. The original City work along with all approved change orders were completed within budgeted funds.

V. ALTERNATIVES

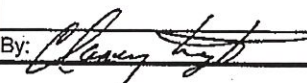
- A. None

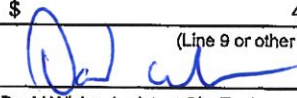
VI. TIME CONSTRAINTS

- A. The original Final Completion Date for this Project was November 3, 2017, but due to right of way issues on Unit 1 – 20th Ave SE from 20th St SE to 13th St SE, street alignment had to be readjusted in order to facilitate the required work. The Department has to redesign the street during the fall of 2017, therefore a change order was executed to extend the Contract Times for the Project to be completed during the 2018 construction season.

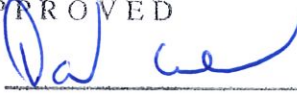
VII. LIST OF ATTACHMENTS

- A. Progressive Estimate No. 5 (Final)
- B. Change Order 1
- C. Contractor's Release of Claims and Affidavit
- D. Certificate of Substantial Completion

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5 - FINAL			
2017 STREET IMPROVEMENT DISTRICT		Application Period: 6/16/2018 - 7/14/2018	Application Date: 7/14/2018
City Project No.: 4247		To (Owner): City of Minnetonka	Via (Engineer):
Contract Completion Date: 7/14/2018		From (Contractor): Bechtold Paving, Inc.	Lance E Meyer, PE City Engineer
Change Order Summary			
Approved Change Orders:			
Number	Additions	Deductions	
1	\$21,745.00		
Totals	\$21,745.00		
Net Change by Change Orders	A + B = (C) \$21,745.00		
Contractor's Certification			
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.			
By: 	Date: 7/25/18		

1. ORIGINAL CONTRACT PRICE \$ 971,994.25 2. NET CHANGE BY CHANGE ORDERS \$21,745.00 (C) 3. CURRENT CONTRACT PRICE \$ 993,739.25 0 4. TOTAL COMPLETED AND STORED TO DATE \$ 892,179.69 (Total Column F on Progress Estimate) 5. RETAINAGE: a. 0% x \$ 892,179.69 Work Completed \$ - b. 0 % x \$ - Stored Materials \$ - c. Total Retainage (Line 5a + Line 5b) \$ - 6. LIQUIDATED DAMAGES: 0 Days x \$ 1,100.00 per day \$ - 7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 892,179.69 8. LESS PREVIOUS PAYMENTS (Line 7 from prior Application) \$ 845,366.71 9. AMOUNT DUE THIS APPLICATION \$ 46,812.98 10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c) \$ 892,179.69 11. % OF COMPLETION ORIGINAL PRICE (Line 10 + Line 1) 91.79% CURRENT PRICE (Line 10 + Line 3) 89.78% Payment of: \$ 46,812.98 (Line 9 or other - attach explanation of other amount) is respectfully submitted:  7-25-18	David Wicke, Assistant City Engineer (Date)
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APPROVED

By 

A/C # 271/84/00/431/80/21

DESCR. 4247-2017 STREET

IMPROVEMENT PROJECT

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5 - FINAL															
2017 STREET IMPROVEMENT DISTRICT					Application Period: 6/16/2018 - 7/14/2018						Application Date: 7/14/2018				
City Project No.: 4247					To (Owner): City of Minnetonka						Via (Engineer): Lance E Meyer, PE City Engineer				
Contract Completion Date: 7/14/2018					From (Contractor): Bechtold Paving, Inc.										
A					B					C	D	E	F		G
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Date (B - F)	
	Unit 1 - 20TH AVENUE SE - 20TH ST SE TO 13TH ST SE														
1	Contract Bond	EA	1	\$ 1,400.00	\$ 1,400.00	1.0	-	\$ -	1.0	\$ 1,400.00	\$ -	\$ 1,400.00	100.00%	\$ -	
2	Mobilization	EA	1	\$ 1,500.00	\$ 1,500.00	1.00	-	\$ -	1.0	\$ 1,500.00	-	\$ 1,500.00	100.00%	\$ -	
3	Traffic Control	EA	1	\$ 1,400.00	\$ 1,400.00	1.0	-	\$ -	1.0	\$ 1,400.00	-	\$ 1,400.00	100.00%	\$ -	
4	Flagging	HR	40	\$ 30.00	\$ 1,200.00	40.00	-	\$ -	40.0	\$ 1,200.00	-	\$ 1,200.00	100.00%	\$ -	
5	Milling Pavement Surface	SY	8,000	\$ 2.93	\$ 23,440.00	7,593.31	-	\$ -	7,593.3	\$ 22,248.40	-	\$ 22,248.40	94.92%	\$ 1,191.60	
6	Aggregate Base, Class 5	TN	450	\$ 24.00	\$ 10,800.00	74.04	-	\$ -	74.0	\$ 1,776.96	-	\$ 1,776.96	16.45%	\$ 9,023.04	
7	Subgrade Preparation, Special	SY	8,000	\$ 1.80	\$ 14,400.00	8,035.83	-	\$ -	8,035.8	\$ 14,464.49	-	\$ 14,464.49	100.45%	\$ (64.49)	
8	Existing Base Reclamation, Cement Stabilized	SY	8,000	\$ 10.15	\$ 81,200.00	8,035.83	-	\$ -	8,035.8	\$ 81,563.67	-	\$ 81,563.67	100.45%	\$ (363.67)	
9	Adjust Gate Valve Box	EA	1	\$ 250.00	\$ 250.00	-	-	\$ -	-	\$ -	-	\$ -	0.00%	\$ 250.00	
10	SS1H or CSS1H Emulsified Asphalt	GAL	1,600	\$ 1.90	\$ 3,040.00	1,222.00	-	\$ -	1,222.0	\$ 2,321.80	-	\$ 2,321.80	76.38%	\$ 718.20	
11	Hot Bituminous Pavement CL 31	TN	2,790	\$ 66.20	\$ 184,698.00	2,567.24	-	\$ -	2,567.2	\$ 169,951.29	-	\$ 169,951.29	92.02%	\$ 14,746.71	
12	Preformed Patterned Pvmnt Mk, 24 in Line - Grooved	LF	26	\$ 35.00	\$ 910.00	-	-	\$ -	-	\$ -	-	\$ -	0.00%	\$ 910.00	
13	Pvmnt Mk, Painted 4 in Line - Double Yellow	LF	16	\$ 1.00	\$ 16.00	-	-	\$ -	-	\$ -	-	\$ -	0.00%	\$ 16.00	
14	Sedimentation Control Wattle - 12 in	LF	2,650	\$ 2.15	\$ 5,697.50	2,540.00	-	\$ -	2,540.0	\$ 5,461.00	-	\$ 5,461.00	95.85%	\$ 236.50	
15	Remove and Salvage Topsoil	CY	140	\$ 22.00	\$ 3,080.00	56.27	-	\$ -	56.3	\$ 1,237.94	-	\$ 1,237.94	40.19%	\$ 1,842.06	
16	Topsoil - Import	CY	100	\$ 28.00	\$ 2,800.00	70.09	-	\$ -	70.1	\$ 1,962.52	-	\$ 1,962.52	70.09%	\$ 837.48	
17	Seeding with Hydromulch	SY	1,400	\$ 1.20	\$ 1,680.00	2,363.50	-	\$ -	2,363.5	\$ 2,836.20	-	\$ 2,836.20	168.82%	\$ (1,156.20)	
UNIT 1 TOTAL					\$ 337,511.50			\$ -		\$ 309,324.27		\$ 309,324.27		\$ 28,187.23	

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5 - FINAL															
2017 STREET IMPROVEMENT DISTRICT					Application Period: 6/16/2018 - 7/14/2018					Application Date: 7/14/2018					
City Project No.: 4247					To (Owner): City of Minnetonka					Via (Engineer): Lance E Meyer, PE City Engineer					
Contract Completion Date: 7/14/2018					From (Contractor): Bechtold Paving, Inc.										
A				B					C	D	E	F		G	
Item			Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Date (B - F)
Bid Item No.	Description														
Unit 2 - NORTH BROADWAY FRONTAGE ROAD - 36TH AVE NW TO 34TH AVE NW															
1	Contract Bond	EA	1	\$	800.00	\$ 800.00	\$ 1.00	-	\$ -	1.0	\$ 800.00		\$ 800.00	100.00%	\$ -
2	Mobilization	EA	1	\$	1,500.00	\$ 1,500.00	\$ 1.00	-	\$ -	1.0	\$ 1,500.00		\$ 1,500.00	100.00%	\$ -
3	Traffic Control	EA	1	\$	1,700.00	\$ 1,700.00	\$ 1.00	-	\$ -	1.0	\$ 1,700.00		\$ 1,700.00	100.00%	\$ -
4	Flagging	HR	40	\$	30.00	\$ 1,200.00	\$ 40.00	-	\$ -	40.0	\$ 1,200.00		\$ 1,200.00	100.00%	\$ -
5	Remove Curb & Gutter	LF	215	\$	5.25	\$ 1,128.75	\$ 263.50	-	\$ -	263.5	\$ 1,383.38		\$ 1,383.38	122.56%	\$ (254.63)
6	Remove Bituminous Pavement	SY	120	\$	7.00	\$ 840.00	\$ 120.00	-	\$ -	120.0	\$ 840.00		\$ 840.00	100.00%	\$ -
7	Milling Pavement Surface	SY	3,935	\$	3.05	\$ 12,001.75	\$ 3,935.00	-	\$ -	3,935.0	\$ 12,001.75		\$ 12,001.75	100.00%	\$ -
8	Aggregate Base, Class 5	TN	225	\$	24.00	\$ 5,400.00	\$ 114.08	-	\$ -	114.1	\$ 2,737.92		\$ 2,737.92	50.70%	\$ 2,662.08
9	Subgrade Preparation, Special	SY	3,935	\$	1.80	\$ 7,083.00	\$ 3,935.00	-	\$ -	3,935.0	\$ 7,083.00		\$ 7,083.00	100.00%	\$ -
10	Existing Base Reclamation, Cement Stabilized	SY	3,935	\$	11.00	\$ 43,285.00	\$ 3,935.00	-	\$ -	3,935.0	\$ 43,285.00		\$ 43,285.00	100.00%	\$ -
11	Adjust Gate Valve Box	EA	5	\$	250.00	\$ 1,250.00	\$ 4.00	-	\$ -	4.0	\$ 1,000.00		\$ 1,000.00	80.00%	\$ 250.00
12	Adjust Manhole	EA	2	\$	600.00	\$ 1,200.00	\$ 3.00	-	\$ -	3.0	\$ 1,800.00		\$ 1,800.00	150.00%	\$ (600.00)
13	SS1H or CSS1H Emulsified Asphalt	GAL	395	\$	1.90	\$ 750.50	\$ 395.00	-	\$ -	395.0	\$ 750.50		\$ 750.50	100.00%	\$ -
14	Hot Bituminous Pavement CL 29	TN	920	\$	64.20	\$ 59,064.00	\$ 960.01	-	\$ -	960.0	\$ 61,632.64		\$ 61,632.64	104.35%	\$ (2,568.64)
15	Concrete Curb & Gutter, Type 2	LF	215	\$	29.50	\$ 6,342.50	\$ 263.50	-	\$ -	263.5	\$ 7,773.25		\$ 7,773.25	122.56%	\$ (1,430.75)
16	Pvmt Mk, 4 in Line - Solid White	LF	35	\$	1.00	\$ 35.00	\$ 35.00	-	\$ -	35.0	\$ 35.00		\$ 35.00	100.00%	\$ -
17	Pvmt Mk, Painted 4 in Line - Double Yellow	LF	15	\$	1.00	\$ 15.00	\$ 15.00	-	\$ -	15.0	\$ 15.00		\$ 15.00	100.00%	\$ -
18	Sedimentation Control Wattle - 12 in	LF	1,365	\$	2.15	\$ 2,934.75	\$ 1,265.00	-	\$ -	1,265.0	\$ 2,719.75		\$ 2,719.75	92.67%	\$ 215.00
19	Remove and Salvage Topsoil	CY	135	\$	22.00	\$ 2,970.00	\$ -	-	\$ -	-	\$ -		\$ -	0.00%	\$ 2,970.00
20	Topsoil - Import	CY	90	\$	28.00	\$ 2,520.00	\$ 100.00	-	\$ -	100.0	\$ 2,800.00		\$ 2,800.00	111.11%	\$ (280.00)
21	Seeding with Hydromulch	SY	1,350	\$	1.20	\$ 1,620.00	\$ 58.50	-	\$ -	58.5	\$ 70.20		\$ 70.20	4.33%	\$ 1,549.80
UNIT 2 TOTAL						\$ 153,640.25			\$ -		\$ 151,127.39		\$ 151,127.39		\$ 2,512.86
UNITS 1 - 2 TOTAL						\$ 491,151.75			\$ -		\$ 460,451.66		\$ 460,451.66		\$ 30,700.09

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5 - FINAL														
2017 STREET IMPROVEMENT DISTRICT					Application Period: 6/16/2018 - 7/14/2018					Application Date: 7/14/2018				
City Project No.: 4247					To (Owner): City of Minnetonka					Via (Engineer): Lance E Meyer, PE City Engineer				
Contract Completion Date: 7/14/2018					From (Contractor): Bechtold Paving, Inc.									
A					B					C	D	E	F	G
	Item		Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Date (B - F)
Bid Item No.	Description	Unit												
Unit 3 - 10TH ST SW - 20TH AVE SW TO DEAD END NORTH OF US HWY 83														
1	Contract Bond	EA	1	\$ 500.00	\$ 500.00	1.0	-	\$ -	1.0	\$ 500.00		\$ 500.00	100.00%	\$ -
2	Mobilization	EA	1	\$ 1,500.00	\$ 1,500.00	1.0	-	\$ -	1.0	\$ 1,500.00		\$ 1,500.00	100.00%	\$ -
3	Traffic Control	EA	1	\$ 1,000.00	\$ 1,000.00	1.0	-	\$ -	1.0	\$ 1,000.00		\$ 1,000.00	100.00%	\$ -
4	Flagging	HR	40	\$ 30.00	\$ 1,200.00	40.0	-	\$ -	40.0	\$ 1,200.00		\$ 1,200.00	100.00%	\$ -
5	Milling Pavement Surface	SY	2,735	\$ 3.05	\$ 8,341.75	2,735.00	-	\$ -	2,735.0	\$ 8,341.75		\$ 8,341.75	100.00%	\$ -
6	Aggregate Base, Class 5	TN	15	\$ 24.00	\$ 360.00	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 360.00
7	Subgrade Preparation, Special	SY	2,735	\$ 1.80	\$ 4,923.00	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 4,923.00
8	Existing Base Reclamation, Cement Stabilized	SY	2,735	\$ 11.65	\$ 31,862.75	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 31,862.75
9	Adjust Manhole	EA	2	\$ 600.00	\$ 1,200.00	2.00	-	\$ -	2.0	\$ 1,200.00		\$ 1,200.00	100.00%	\$ -
10	SS1H or CSS1H Emulsified Asphalt	GAL	275	\$ 1.90	\$ 522.50	275.00	-	\$ -	275.0	\$ 522.50		\$ 522.50	100.00%	\$ -
11	Hot Bituminous Pavement CL 29	TN	640	\$ 66.75	\$ 42,720.00	459.09	-	\$ -	459.1	\$ 30,644.26		\$ 30,644.26	71.73%	\$ 12,075.74
12	Preformed Patterned Pvmnt Mk, 24 in Line - Grooved	LF	25	\$ 35.00	\$ 875.00	24.00	-	\$ -	24.0	\$ 840.00		\$ 840.00	96.00%	\$ 35.00
13	Sedimentation Control Wattle - 12 in	LF	625	\$ 2.15	\$ 1,343.75	625.00	-	\$ -	625.0	\$ 1,343.75		\$ 1,343.75	100.00%	\$ -
14	Sedimentation Control Wattle - 12 in - Ditch Check	LF	80	\$ 2.15	\$ 172.00	80.00	-	\$ -	80.0	\$ 172.00		\$ 172.00	100.00%	\$ -
15	Inlet Protection Device	EA	2	\$ 200.00	\$ 400.00	2.00	-	\$ -	2.0	\$ 400.00		\$ 400.00	100.00%	\$ -
16	Remove and Salvage Topsoil	CY	40	\$ 22.00	\$ 880.00	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 880.00
17	Topsoil - Import	CY	20	\$ 28.00	\$ 560.00	25.00	-	\$ -	25.0	\$ 700.00		\$ 700.00	125.00%	\$ (140.00)
18	Seeding with Hydromulch	SY	360	\$ 3.00	\$ 1,080.00	140.00	-	\$ -	140.0	\$ 420.00		\$ 420.00	38.89%	\$ 660.00
UNIT 3 TOTAL					\$ 99,440.75			\$ -		\$ 48,784.26		\$ 48,784.26		\$ 50,656.49
UNITS 1 - 3 TOTAL					\$ 590,592.50			\$ -		\$ 509,235.92		\$ 509,235.92		\$ 81,356.58

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5 - FINAL															
2017 STREET IMPROVEMENT DISTRICT				Application Period: 6/16/2018 - 7/14/2018							Application Date: 7/14/2018				
City Project No.: 4247				To (Owner): City of Minnetonka							Via (Engineer): Lance E Meyer, PE City Engineer				
Contract Completion Date: 7/14/2018				From (Contractor): Bechtold Paving, Inc.											
A						B				C	D	E	F		G
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Date (B - F)	
Unit 4 - 6TH ST SE - 16TH AVE SE TO 18TH AVE SE															
1	Contract Bond	EA	1	\$ 950.00	\$ 950.00	1.0	-	\$ -	1.0	\$ 950.00		\$ 950.00	100.00%	\$ -	
2	Mobilization	EA	1	\$ 1,500.00	\$ 1,500.00	1.0	-	\$ -	1.0	\$ 1,500.00		\$ 1,500.00	100.00%	\$ -	
3	Traffic Control	EA	1	\$ 3,000.00	\$ 3,000.00	1.3	-	\$ -	1.3	\$ 3,935.10		\$ 3,935.10	131.17%	\$ (935.10)	
4	Flagging	HR	40	\$ 30.00	\$ 1,200.00	40.0	-	\$ -	40.0	\$ 1,200.00		\$ 1,200.00	100.00%	\$ -	
5	Remove Sidewalk	SY	35	\$ 19.00	\$ 665.00	35.00	-	\$ -	35.0	\$ 665.00		\$ 665.00	100.00%	\$ -	
6	Remove 6 in Concrete	SY	80	\$ 21.00	\$ 1,680.00	89.51	-	\$ -	89.5	\$ 1,879.71		\$ 1,879.71	111.89%	\$ (199.71)	
7	Remove Curb & Gutter	LF	490	\$ 5.25	\$ 2,572.50	413.83	-	\$ -	413.8	\$ 2,172.61		\$ 2,172.61	84.46%	\$ 399.89	
8	Remove Valley Gutter	SY	115	\$ 21.00	\$ 2,415.00	141.44	-	\$ -	141.4	\$ 2,970.24		\$ 2,970.24	122.99%	\$ (555.24)	
9	Milling Pavement Surface	SY	3,725	\$ 3.05	\$ 11,361.25	3,725.00	-	\$ -	3,725.0	\$ 11,361.25		\$ 11,361.25	100.00%	\$ -	
10	Aggregate Base, Class 5	TN	30	\$ 24.00	\$ 720.00	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 720.00	
11	Subgrade Preparation, Special	SY	3,725	\$ 1.80	\$ 6,705.00	3,725.00	-	\$ -	3,725.0	\$ 6,705.00		\$ 6,705.00	100.00%	\$ -	
12	Existing Base Reclamation, Cement Stabilized	SY	3,725	\$ 11.00	\$ 40,975.00	3,725.00	-	\$ -	3,725.0	\$ 40,975.00		\$ 40,975.00	100.00%	\$ -	
13	Adjust Gate Valve Box	EA	2	\$ 250.00	\$ 500.00	4.00	-	\$ -	4	\$ 1,000.00		\$ 1,000.00	200.00%	\$ (500.00)	
14	Adjust Manhole	EA	9	\$ 600.00	\$ 5,400.00	9.00	-	\$ -	9.0	\$ 5,400.00		\$ 5,400.00	100.00%	\$ -	
15	SS1H or CSS1H Emulsified Asphalt	GAL	385	\$ 1.90	\$ 731.50	385.00	-	\$ -	385.0	\$ 731.50		\$ 731.50	100.00%	\$ -	
16	Hot Bituminous Pavement CL 29	TN	895	\$ 66.75	\$ 59,741.25	1,142.02	-	\$ -	1,142.0	\$ 76,229.84		\$ 76,229.84	127.60%	\$ (16,488.59)	
17	Sidewalk, Concrete 4 IN	SY	40	\$ 49.00	\$ 1,960.00	35.00	-	\$ -	35.0	\$ 1,715.00		\$ 1,715.00	87.50%	\$ 245.00	
18	ADA Truncated Dome Panel	SF	50	\$ 30.00	\$ 1,500.00	48.00	-	\$ -	48.0	\$ 1,440.00		\$ 1,440.00	96.00%	\$ 60.00	
19	6 in Non-Reinforced Concrete - AE	SY	80	\$ 72.00	\$ 5,760.00	89.51	-	\$ -	89.5	\$ 6,444.72		\$ 6,444.72	111.89%	\$ (684.72)	
20	Concrete Curb & Gutter, Type 1	LF	490	\$ 29.50	\$ 14,455.00	413.83	-	\$ -	413.8	\$ 12,207.99		\$ 12,207.99	84.46%	\$ 2,247.02	
21	48 in Wide Valley Gutter - High Early Strength	SY	115	\$ 80.00	\$ 9,200.00	141.44	-	\$ -	141.4	\$ 11,315.20		\$ 11,315.20	122.99%	\$ (2,115.20)	
22	Preformed Patterned Pvmnt Mk, 6 in Line - Grooved	LF	460	\$ 10.00	\$ 4,600.00	459.00	-	\$ -	459.0	\$ 4,590.00		\$ 4,590.00	99.78%	\$ 10.00	
23	Preformed Patterned Pvmnt Mk, 24 in Line - Grooved	LF	165	\$ 35.00	\$ 5,775.00	87.00	-	\$ -	87.0	\$ 3,045.00		\$ 3,045.00	52.73%	\$ 2,730.00	
24	Inlet Protection Device	EA	2	\$ 200.00	\$ 400.00	2.00	-	\$ -	2.0	\$ 400.00		\$ 400.00	100.00%	\$ -	
25	Remove and Salvage Topsoil	CY	30	\$ 22.00	\$ 660.00	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 660.00	
26	Topsoil - Import	CY	15	\$ 28.00	\$ 420.00	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 420.00	
27	Seeding with Hydromulch	SY	270	\$ 4.00	\$ 1,080.00	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 1,080.00	
UNIT 4 TOTAL					\$ 185,926.50			\$ -		\$ 198,833.15		\$ 198,833.15		\$ (12,906.65)	
UNITS 1 - 4 TOTAL					\$ 776,519.00			\$ -		\$ 708,069.07		\$ 708,069.07		\$ 68,449.93	

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5 - FINAL															
2017 STREET IMPROVEMENT DISTRICT					Application Period: 6/16/2018 - 7/14/2018						Application Date: 7/14/2018				
City Project No.: 4247					To (Owner): City of Minnetonka						Via (Engineer): Lance E Meyer, PE City Engineer				
Contract Completion Date: 7/14/2018					From (Contractor): Bechtold Paving, Inc.										
A					B					C	D	E	F		G
Bid Item No.	Item		Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Date (B - F)
	Description														
Unit 5 - 2ND AVE SW - 6TH ST SW TO 10TH ST SW															
1	Contract Bond	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	-	\$ -	1.00	\$ 1,000.00		\$ 1,000.00	100.00%	\$ -	
2	Mobilization	EA	1	\$ 10,000.00	\$ 10,000.00	1.00	-	\$ -	1.00	\$ 10,000.00		\$ 10,000.00	100.00%	\$ -	
3	Traffic Control	EA	1	\$ 4,000.00	\$ 4,000.00	1.00	-	\$ -	1.00	\$ 4,000.00		\$ 4,000.00	100.00%	\$ -	
4	Flagging	HR	40	\$ 30.00	\$ 1,200.00	40.00	-	\$ -	40.00	\$ 1,200.00		\$ 1,200.00	100.00%	\$ -	
5	Remove Sidewalk	SY	125	\$ 19.00	\$ 2,375.00	126.39	-	\$ -	126.39	\$ 2,401.41		\$ 2,401.41	101.11%	\$ (26.41)	
6	Remove Curb & Gutter	LF	330	\$ 5.25	\$ 1,732.50	300.90	-	\$ -	300.90	\$ 1,579.73		\$ 1,579.73	91.18%	\$ 152.78	
7	Remove Storm Sewer Inlet	EA	1	\$ 2,000.00	\$ 2,000.00	1.00	-	\$ -	1.00	\$ 2,000.00		\$ 2,000.00	100.00%	\$ -	
8	Remove Storm Sewer	LF	33	\$ 23.00	\$ 759.00	15.00	-	\$ -	15.00	\$ 345.00		\$ 345.00	45.45%	\$ 414.00	
9	Remove Bituminous Pavement	SY	380	\$ 7.00	\$ 2,660.00	175.00	-	\$ -	175.00	\$ 1,225.00		\$ 1,225.00	46.05%	\$ 1,435.00	
10	Milling Pavement Surface	SY	2,465	\$ 4.00	\$ 9,860.00	2,465.00	-	\$ -	2,465.00	\$ 9,860.00		\$ 9,860.00	100.00%	\$ -	
11	Adjust Gate Valve Box	EA	5	\$ 250.00	\$ 1,250.00	5.00	-	\$ -	5.00	\$ 1,250.00		\$ 1,250.00	100.00%	\$ -	
12	Adjust Manhole	EA	11	\$ 600.00	\$ 6,600.00	11.20	-	\$ -	11.20	\$ 6,720.00		\$ 6,720.00	101.82%	\$ (120.00)	
13	Common Excavation	CY	200	\$ 21.00	\$ 4,200.00	178.00	-	\$ -	178.00	\$ 3,738.00		\$ 3,738.00	89.00%	\$ 462.00	
14	Subgrade Preparation	SY	300	\$ 4.20	\$ 1,260.00	215.00	-	\$ -	215.00	\$ 903.00		\$ 903.00	71.67%	\$ 357.00	
15	Aggregate Base, Class 5	TN	200	\$ 24.00	\$ 4,800.00	27.62	-	\$ -	27.62	\$ 662.88		\$ 662.88	13.81%	\$ 4,137.12	
16	Crack Sealing - Routed	LF	1,500	\$ 0.90	\$ 1,350.00	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 1,350.00	
17	Crack Sealing - Non-Routed	LF	1,000	\$ 0.80	\$ 800.00	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 800.00	
18	Bituminous Full Depth Patch Repair	SY	1,000	\$ 30.00	\$ 30,000.00	497.90	-	\$ -	497.90	\$ 14,937.00		\$ 14,937.00	49.79%	\$ 15,063.00	
19	Bituminous Leveling	TN	75	\$ 90.00	\$ 6,750.00	31.93	-	\$ -	31.93	\$ 2,873.70		\$ 2,873.70	42.57%	\$ 3,876.30	
20	SS1H or CSS1H Emulsified Asphalt	GAL	850	\$ 1.90	\$ 1,615.00	850.00	-	\$ -	850.00	\$ 1,615.00		\$ 1,615.00	100.00%	\$ -	
21	Hot Bituminous Pavement CL 29	TN	925	\$ 70.60	\$ 65,305.00	894.13	-	\$ -	894.13	\$ 63,125.58		\$ 63,125.58	96.66%	\$ 2,179.42	
22	Sidewalk Concrete, 4 in	SY	160	\$ 49.00	\$ 7,840.00	142.77	-	\$ -	142.77	\$ 6,995.73		\$ 6,995.73	89.23%	\$ 844.27	
23	ADA Truncated Dome Panel	SF	64	\$ 30.00	\$ 1,920.00	66.00	-	\$ -	66.00	\$ 1,980.00		\$ 1,980.00	103.13%	\$ (60.00)	
24	Concrete Curb & Gutter, Type 1	LF	360	\$ 29.50	\$ 10,620.00	405.11	-	\$ -	405.11	\$ 11,950.75		\$ 11,950.75	112.53%	\$ (1,330.75)	
25	Storm Sewer Manhole - Connect to Existing	EA	1	\$ 4,000.00	\$ 4,000.00	1.00	-	\$ -	1.00	\$ 4,000.00		\$ 4,000.00	100.00%	\$ -	
26	Storm Sewer - 15 in RCP	LF	10	\$ 65.00	\$ 650.00	45.00	-	\$ -	45.00	\$ 2,925.00		\$ 2,925.00	450.00%	\$ (2,275.00)	
27	Storm Sewer Inlet - 2' X 3'	EA	1	\$ 4,000.00	\$ 4,000.00	1.00	-	\$ -	1.00	\$ 4,000.00		\$ 4,000.00	100.00%	\$ -	
28	Pvmt Mk, 4 in Line - Solid Yellow	LF	360	\$ 1.00	\$ 360.00	320.00	-	\$ -	320.00	\$ 320.00		\$ 320.00	88.89%	\$ 40.00	
29	Pvmt Mk, 4 in Line - Double Yellow	LF	215	\$ 1.00	\$ 215.00	215.00	-	\$ -	215.00	\$ 215.00		\$ 215.00	100.00%	\$ -	
30	Preformed Patterned Pvmt Mk, Message - Grooved	SF	64	\$ 35.00	\$ 2,240.00	-	64.00	\$ 2,240.00	64.00	\$ 2,240.00		\$ 2,240.00	100.00%	\$ -	
31	Inlet Protection Device	EA	10	\$ 180.00	\$ 1,800.00	10.00	-	\$ -	10.00	\$ 1,800.00		\$ 1,800.00	100.00%	\$ -	
32	Remove and Salvage Topsoil	CY	10	\$ 22.00	\$ 220.00	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 220.00	
33	Backfill - Import	CY	15	\$ 22.00	\$ 330.00	19.72	-	\$ -	19.72	\$ 433.84		\$ 433.84	131.47%	\$ (103.84)	
34	Topsoil - Import	CY	25	\$ 28.00	\$ 700.00	24.48	-	\$ -	24.48	\$ 685.44		\$ 685.44	97.92%	\$ 14.56	
35	Seeding with Hydromulch	SY	185	\$ 5.75	\$ 1,063.75	39.10	-	\$ -	39.10	\$ 224.83		\$ 224.83	21.14%	\$ 838.93	
UNIT 5 TOTAL					\$ 195,475.25			\$ 2,240.00	\$ 167,206.87		\$ 167,206.87		\$ 28,268.38		
UNITS 1 - 5 TOTAL					\$ 971,994.25			\$ 2,240.00	\$ 875,275.94		\$ 875,275.94		\$ 96,718.31		

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5 - FINAL														
2017 STREET IMPROVEMENT DISTRICT				Application Period: 6/16/2018 - 7/14/2018						Application Date: 7/14/2018				
City Project No.: 4247				To (Owner): <u>City of Minnetonka</u>						Via (Engineer): Lance E Meyer, PE City Engineer				
Contract Completion Date: 7/14/2018				From (Contractor): Bechtold Paving, Inc.										
A				B					C	D	E	F		G
Item			Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Date (B - F)
Bid Item No.	Description	Unit												
	CHANGE ORDER NO. 1 - REALIGNMENT OF 20TH AVE SE (UNIT 1)													
1	Common Excavation	CY	100	\$ 23.00	\$ 2,300.00	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 2,300.00
2	Common Borrow	CY	660	\$ 23.75	\$ 15,675.00	553.00	-	\$ -	553.00	\$ 13,133.75		\$ 13,133.75	83.79%	\$ 2,541.25
3	Strip and Replace Topsoil	LS	1	\$ 1,970.00	\$ 1,970.00	-	1.00	\$ 1,970.00	1.00	\$ 1,970.00		\$ 1,970.00	100.00%	\$ -
4	Extend 18" CMP Culvert w/New FES	LS	1	\$ 1,450.00	\$ 1,450.00	1.00	-	\$ -	1.00	\$ 1,450.00		\$ 1,450.00	100.00%	\$ -
5	Relocate Street Sign	LS	1	\$ 350.00	\$ 350.00	-	1.00	\$ 350.00	1.00	\$ 350.00		\$ 350.00	100.00%	\$ -
CHANGE ORDER NO. 1 TOTAL					\$ 21,745.00			\$ 2,320.00		\$ 16,903.75		\$ 16,903.75		\$ 4,841.25
UNITS 1 - 5 & CHANGE ORDER NO. 1 TOTAL					\$ 993,739.25			\$ 4,560.00		\$ 892,179.69		\$ 892,179.69		\$ 101,559.56

Date of Issuance: 12/06/17
Owner: City of Minot
Contractor: Bechtold Paving, Inc.
Engineer: City of Minot Engineering Department
Project: 2017 Street Improvement District

Effective Date: 12/06/17
Owner's Contract No.: 4247
Contractor's Project No.:
Engineer's Project No.:
Contract Name:

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

Description: 20th Ave SE (Unit 1) – Roadway realignment. Work will consist of realigning the existing roadway within the Right of Way. Due to the alignment and Right of Way issues encountered on site, the additional work required to resolve these issues created a time constraint that did not allow the work to be completed during the 2017 construction season. Therefore, the Contract completion times shall be extended to complete the work on 20th Ave SE. The Contract times shall be extended with new dates as shown below without a change in the Unit Bid Prices except for the following:

The Unit Bid Price for Hot Bituminous Pavement CL 31 was bid at \$66.20/TN. The Contractor shall submit to the Owner 2018 pricing and contract information between the Contractor and their supplier for Asphalt Cement PG 58-28. This information shall be used as a basis to determine if the Unit Bid Price for Hot Bituminous Pavement CL 31 will require adjustment by change order, only if the following conditions are met:

The Contractor's price for asphalt purchased in 2017 was \$320.00/TN. If the 2018 price of asphalt does not deviate more than plus or minus \$50.00/TN then there shall be no adjustments to the Unit Price for the Bid Item Hot Bituminous Pavement CL 31.

If however, the 2018 price that the Contractor will pay does deviate plus or minus \$50.00/TN, then the Unit Bid Price for Hot Bituminous Pavement CL 31 shall be modified by Change Order.

Attachments: CO #1 Proposal from Bechtold Paving estimate for quantity and pricing to realign the roadway. Bechtold Paving's 2017 asphalt cement price paid to supplier.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>971,994.25</u>	Original Contract Times: Substantial Completion: <u>10/14/17</u> Ready for Final Payment: <u>11/03/17</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : <u>N/A</u>	Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>10/14/17</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>971,994.25</u>	Contract Times prior to this Change Order: Substantial Completion: <u>10/14/17</u> Ready for Final Payment: <u>11/04/17</u> dates
Increase of this Change Order: \$ <u>21,745.00</u>	Increase of this Change Order: Substantial Completion: <u>6/30/18</u> Ready for Final Payment: <u>7/14/18</u> dates

Contract Price Incorporating this Change Order:

\$ 993,739.25

Contract Times with all approved Change Orders:

Substantial Completion: 6/30/18

Ready for Final Payment: 7/14/18

dates

RECOMMENDED:
By: [Signature]
Engineer (if required)

Title: Project Manager
Date: 12/6/17

ACCEPTED:
By: [Signature]
Owner (Authorized Signature)

Title: Project Manager
Date: 12/7/17

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)

Title: Vice Pres.
Date: 12-7-17

Approved by Funding Agency (if
applicable)

By: _____ Date: _____
Title: _____

BECHTOLD PAVING

INCORPORATED

December 1, 2017

To: City of Minot, Engineering
Attn: Dave Wicke
Re: 4247 – 2017 Street Improvement – C.O.

Unit 1 – 20th Ave SE Realignment.

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Common Excavation	CY	100	\$23.00	\$2,300.00
Common Borrow	CY	660	\$23.75	\$15,675.00
Strip & Replace Topsoil	LS	1	\$1,970.00	\$1,970.00
Extend 18" Culvert & New ES	LS	1	\$1,450.00	\$1,450.00
Relocate Street Sign	Ea.	1	\$350.00	\$350.00
			Estimated Total	\$21,745.00

Thank You,


Clarey Tryhus, Vice President

5140 HWY. 2 EAST MINOT, NORTH DAKOTA 58701 PHONE 701/852-1634 FAX 701/839-2367



INVOICE

CHTOLD PAVING, INC.

DATE: 9/8/2017

ACCT. NO: 2360

INVOICE NO: 041182

TERMS: NET 30 DAYS

PA#: 17-050

SHIP FROM: MANDAN

PROJECT NBR: CITY OF MINOT STREET IMPROVEMENTS

DESTINATION: MINOT, ND

MANIFES NUMBER	SHIPMENT DATE	PRODUCT SHIPPED	CAR NUMBER	CUSTOMER P.O.	SHIPPED TONS	LONG TONS	METRIC TONS	PRICE	SALES TAX	ADJUSTMENT	SHIPMENT TOTAL
850750	9/1/2017	PG 58-28	P-3		29.51	0.00	26.77	9,443.20	0.00	0.00	\$9,443.20
FOB Mandan - Total/Price/tTon: \$320.00											
850757	9/5/2017	PG 58-28	P-3		29.30	0.00	26.58	9,376.00	0.00	0.00	\$9,376.00
Total/Price/tTon: \$320.00											
850773	9/6/2017	PG 58-28	P-4	Mercato	28.85	0.00	26.17	9,232.00	0.00	0.00	\$9,232.00
Total/Price/tTon: \$320.00											
850791	9/7/2017	PG 58-28	P-4	Mercato	28.83	0.00	26.15	9,225.60	0.00	0.00	\$9,225.60
Total/Price/tTon: \$320.00											
850803	9/7/2017	PG 58-28	P-4	Mercato	28.76	0.00	26.09	9,203.20	0.00	0.00	\$9,203.20
Total/Price/tTon: \$320.00											

INVOICE AMOUNT: \$46,480.00

REMIT BY MAIL TO: CHS INC.
P.O. BOX 1450
NW 9087
MINNEAPOLIS, MN 55485-9087

ELECTRONICALLY TO: WELLS FARGO BANK
SAN FRANCISCO, CA
ACCT OF: CHS INC
ACCT NO: 6355054507
ABA NO (FOR WIRES): 121000248
ABA NO (FOR ACH): 091000019

TRANSPORTER:

"OLSON'S, INC."

DRIVER'S SIGNATURE:

Greg Hummel

RECEIVED BY:

AGENT FOR CONSIGNEE

DATE

09/01/2017

ASP3

CUSTOMER COPY

RELEASE OF CLAIMS AND AFFIDAVIT

For and in consideration of the receipt of final payment in the amount of \$46,812.98 from the City of Minot, North Dakota under and pursuant to Contract No. 4247 for 2017 Street Improvement District Project, the undersigned hereby does remise, release, and discharge the City of Minot, North Dakota, its officers, agents, and employees of and from any and all claims and demands whatsoever under or arising from the said contract, except specified claims in stated amounts listed as follows:

This release has been executed this 25th day of July 2018.

Bechtold Paving Inc

(Contractor)

By: Clarey Tryhus

Vice President

(Title)

State of North Dakota

County of Ward

BEFORE ME, the undersigned Notary, Susan R. Schiele, on this 25th day of July 2018, personally appeared Clarey Tryhus a representative authorized to conduct business for Bechtold Paving Inc, and known to me to be a credible person and of lawful age, who being by me first duly sworn on his oath, deposes and says:

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

Clarey Tryhus

Signature of Affiant

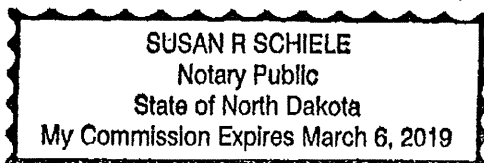
Clarey Tryhus

Typed or Printed Name of Affiant

540 Hwy 2 East Minot, ND 58701

Address of Affiant

Subscribed and sworn to before me, this 25th day of July 2018.



Susan R. Schiele

Signature of Notary

Susan R. Schiele

Typed or Printed name of Notary

My Commission Expires: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Minot	Owner's Contract No.:	4247
Contractor:	Bechtold Paving, Inc	Contractor's Project No.:	
Engineer:	City of Minot	Engineer's Project No.:	
Project:	2017 Street Improvement District	Contract Name:	

This Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

July, 14, 2018

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:

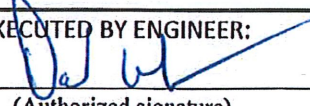
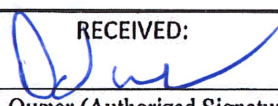
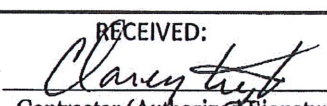
☒ None
☐ As follows

Amendments to Contractor's responsibilities:

☒ None
☐ As follows

The following documents are attached to and made a part of this Certificate: *Project Walk Through Log*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By:		By:		By:	
	(Authorized signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	Assistant City Engineer	Title:	Asst. City Engineer	Title:	Vice Pres
Date:	07/05/2018	Date:	7-5-18	Date:	7/5/2018



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Janet Anderson, Library Director

DATE: July 18, 2018

SUBJECT: Library Digital Sign (LIB033)

I. RECOMMENDED ACTION

It is recommended the Committee and Council:

- 1.) Due to the timing of the bid opening, a recommendation was not available in time for the Committee meeting, however, a recommendation will be placed on the Council's desk for consideration at the August 6th meeting.

II. DEPARTMENT CONTACT PERSON

Janet Anderson, Library Director 852-1045

III. DESCRIPTION

A. Background

As approved at the February 5, 2018 City Council meeting, the Minot Public Library will be installing a digital message center on the southwest library lawn. A monument base will be built to complement the existing building and the digital message center will be installed to the monument so that the Library can promote events and services.

B. Proposed Project

The Library requests that the bid be awarded so that contractors can begin work before the end of summer.

C. Consultant Selection

Advertisements for bids were published in the Minot Daily News on 7/13/18, 7/20/18 and 7/27/18 with a bid opening on 8/3/18.

IV. IMPACT:

A. Strategic Impact:

One of the primary goals of the Minot Public Library is to make more residents aware of the Library's resources and services. Staff and patrons of the Library have suggested outdoor signs for years and we believe this will help meet this goal to promote the Library.

B. Service/Delivery Impact:

In addition to Library services, the digital sign can be used to make residents aware of City-related events. City Council and Committee of the Whole meetings could be included on the scrolling sign.

C. Fiscal Impact:

Funding for the digital billboard is coming from donations made to the Library. The \$16,795.91 approved at the 2/5/18 City Council meeting, plus an additional \$243.47 of available funding, totaling \$16,795.91 was transferred from the Library's Memorial Funds to this project. In addition to this money, the Friends of the Minot Public Library have agreed to fund the difference of \$27,204.09 to purchase and install the sign.

Project Costs

Transfer of Memorial Funds	\$16,795.91
From the Friends of the Minot Public Library	<u>\$27,204.09</u>
Total	\$44,000.00

Project Funding

LIB033	\$44.000
--------	----------

V. TIME CONSTRAINTS

Approval of this bid would permit work to begin this summer.

VI. LIST OF ATTACHMENTS

A. Recommendation & bid details to be provided at 8/6/18 City Council Meeting

Approved for Council Agenda: _____

Date: _____



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: July 26, 2018

**SUBJECT: 2018 SIDEWALK, CURB & GUTTER REPLACEMENT PROJECT ORDER TO
INSTALL SIDEWALKS #4311**

I. RECOMMENDED ACTION

1. Recommend that the City Council order the construction or repair of Unit 2 sidewalks by the City's contracted Contractor for parcels where a waiver has been received. The cost and administration fees for the sidewalk work are to be assessed against the benefiting parcels.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	(701) 857-4100
David Wicke, Assistant City Engineer	(701) 857-4132

III. DESCRIPTION

A. Background

This annual project consists of constructing, rebuilding or repairing of sidewalk, curb & gutter in the right of way. This year's project is broken into two units, Unit 1 and Unit 2, respectively.

Unit 1 consists of city repairs to concrete work in the right of way.

Unit 2 is the assessment roll work of constructing, rebuilding, or repairing sidewalks that are deemed a safety issue or are not installed. An estimate of quantities was created for bidding purposes and advertised.

For the assessment roll work, Section 28-80 of the Minot Municipal Code, and Section 40-29-02 of the North Dakota Century Code, states that it is the duty of the owner, to maintain or construct where required, sidewalks adjacent to their properties. City Staff have identified properties where the sidewalks are not in compliance with these Codes. In accordance with Section 40-29-03 of the North Dakota Century Code, the Engineering Department provided notices to property owners to construct, rebuild, or repair sidewalks adjacent to their properties within the city right of way. Upon notice, the property owner had the option to:

- 1.) Repair or install the sidewalk themselves;
- 2.) Hire a licensed contractor to perform the work; or
- 3.) Sign a waiver and have the City Contractor repair the sidewalk where the costs will be assessed to the property owner.

If the property owner fails to comply with the notice that was sent, Sections 40-29-04 and 40-29-05 of the North Dakota Century Code provides the municipality the power to assess the properties for the work performed and any administrative fees.

Proposed Project

The parcels listed in the attachment have requested the city to install or repair the sidewalk and have the cost assessed against the parcel. They have signed a waiver requesting this work to be assessed.

- B. Consultant Selection
N/A

IV. IMPACT:

- A. Strategic Impact:
N/A

- B. Service/Delivery Impact:
N/A

- C. Fiscal Impact:
The work performed in Unit 2 will be assessed to the property owners.

V. ALTERNATIVES
N/A

VI. TIME CONSTRAINTS
N/A

VII. LIST OF ATTACHMENTS

- A. Table 1 – Parcels with Waivers where Sidewalks are to be Constructed or Repaired

Table 1 - Parcels with Waivers where Sidewalks are to be Constructed or Repaired (Project #4311 - Unit 2)

Parcel ID	Parcel Address	Owner	Owner Address	Owner City	Owner State	Owner Zip	Owner Country	Legal	Zoning	Date Waiver Received	Sidewalk New Install or Repair
MI11.E13.010.0050	2417 15TH ST NW	TOLLBERG HOMES, LLC	1428 5TH AVE	ANOKA	MN	55303-2739	USA	TOLLBERG SHORES ADDITION LOT 5 BLOCK 1	R1	6/7/2018	New Install
MI11.E13.010.0040	2501 15TH ST NW	TOLLBERG HOMES, LLC	1428 5TH AVE	ANOKA	MN	55303-0000	USA	TOLLBERG SHORES ADDITION LOT 4 BLOCK 1	R1	6/7/2018	New Install
MI26.358.090.0090	610 17TH AVE SW	ANDERSON, JAMES L & CAROL A	610 17TH AVE SW	MINOT	ND	58701-0000	USA	ROOSEVELT HEIGHTS ADDITION MORLEYS R/A BLKS 2,4,6,7,9 &13 LOT 9 BLOCK 9	R1	5/17/2018	Repair
MI27.A64.010.0011	1901 28TH ST SW	LILLEY, KURT S	1901 28TH ST SW	MINOT	ND	58701-0000	USA	ELK HEIGHTS SECOND ADDITION LOT 1A BLOCK 1	R3	5/10/2018	New Install
MI26.764.030.0010	1601 4TH ST SW	VENSEL, JUDITH A	1601 4TH ST SW	MINOT	ND	58701-0000	USA	AMENDED PLAT OF BLOCK 3 KREBSBACH ADDITION LOT 1 & 1A	R3C	5/9/2018	Repair
MI26.358.090.0140	1617 7TH ST SW	FUGATE, BRYAN EDWARD & SILVIA	1617 7TH ST SW	MINOT	ND	58701-6215	USA	ROOSEVELT HEIGHTS ADDITION MORLEYS R/A BLKS 2,4,6,7,9 &13 LOT 14 BLOCK 9	R1	5/31/2018	Repair

***Parcel & Owner information derived from City of Minot GIS website on 7.20.2018**



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Rick Feltner, Airport Director

DATE: July 5, 2018

SUBJECT: PARKING LOT IMPROVEMENTS (AIR071)

I. RECOMMENDED ACTION

1. Recommend approval of project to improve the Short-Term Parking Lot so that rental car operations can be separated from paid parking stalls; and
2. Authorize the Airport Director to publish a Request for Proposal and award the project to the lowest qualified bidder, and complete the project in a cost effective and timely manner; and
3. Authorize the Mayor to sign the required approvals.

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director

857-4724

III. DESCRIPTION

A. Background

During the Pre-bid Conference with the rental car companies last year, we discussed the Industry's desire to re-locate the rental car return area closer to the Terminal. This was in response to customers' negative feedback of having to make the trek to the terminal from the east end of the Long Term Parking Lot. In addition, we talked about a long-term solution that would provide for the possibility of a Quick Turn Area (QTA) located in close proximity to the Terminal. The consensus among those present was that the West Upper Lot would be the best location for this endeavor. We agreed that we would take a phased approach to this plan.

The first step was taken on January 1, 2018 by co-locating ready and drop-off in the Short-term Pay Lot in front of the Terminal. The feedback to this has been positive from both rental car customers and the rental car companies. However, increases in both parking customers and rental car business has put a strain on the number of parking stalls available for paid parking. The current configuration is also somewhat confusing to customers of both activities.

We are now ready to proceed with the next step, which is to separate the rental cars from the paid short-term customers. The plan is to make modifications to the parking lot and sidewalks so that rental cars have their own area in the upper west lot, and the Short Term Paid Lot reverts to just that purpose. Enplanements and Parking have both been on the uptick over the past four months and so it is necessary to have this space back.

B. Proposed Project

Detailed drawings are attached. The primary components of this project include:

1. Construct sidewalk/s and pavement markings to meet ADA requirements as indicated on the attached map.

2. Install two electric vehicle gates at the connection between the east and west parking lot. The gates are intended to be automatic with ground loops. The purpose of the gates is to deter rental car patrons from entering the short term lot and indicate to the short term patrons where to exit the lot.
3. Install and/or update signage around the terminal loop area as needed.
4. Remove/update existing landscaping as needed. The airport intends to reconstruct landscaping in the location shown on the attached map

C. Consultant Selection

The engineering design work to date has been performed by the Airport's Engineer of Record, Ulteig.

IV. IMPACT:

A. Strategic Impact:

This project will improve operations in the parking lot and rental car areas, and provide upgrades that will be necessary if the community makes the future decision to construct a QTA in this area.

B. Service/Delivery Impact:

The customer service experience for both paid parking customers and rental car customers will be significantly improved with the completion of this project.

C. Fiscal Impact:

This project is being funded by user fees known as Customer Facility Charges (CFC's). CFC's are collected by the car rental company on behalf of the Airport at the rate of \$4.50 per rental day. The use of these funds is restricted to projects that benefit or improve car rental operations at the Airport. The current balance of funds in the CFC account is \$713,791.

A budget amendment will accompany this memo requesting the increase in spending by the Airport as well as the offsetting revenue coming from CFC's.

Project Costs

Engineering Observation and Administration	\$7,500
Project Contingency	5,583
<u>Construction Cost</u>	<u>\$55,832</u>
Total	\$68,916

Project Funding

CFC	\$713,791.74
-----	--------------

V. ALTERNATIVES

Alt 1. The Council could recommend that this project not go forward at this time. It could be delayed and wrapped into a possible future project that includes full build out of the QTA, or not at all.

VI. TIME CONSTRAINTS

Timely approval by Committee and Council will facilitate project completion during the remaining 2018 construction season.

VII. LIST OF ATTACHMENTS

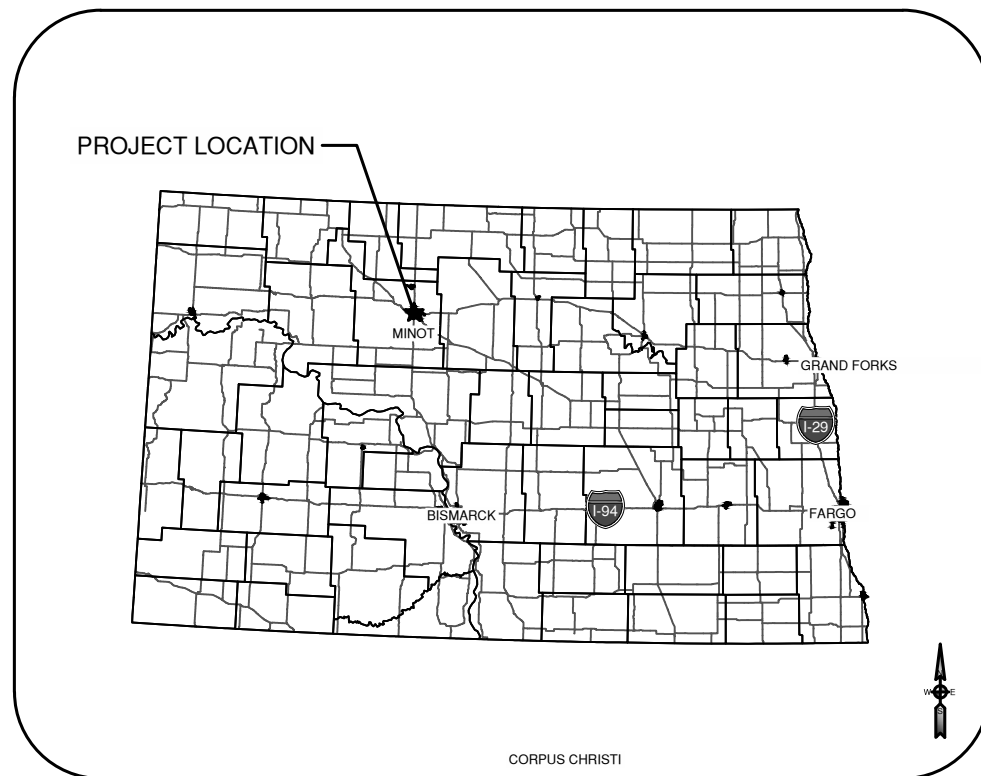
- A. Ulteig Parking Lot Plans
- B. Future QTA Location
- C. Ulteig Parking Lot Cost Estimate
- D. Budget Amendment

CONSTRUCTION DRAWINGS

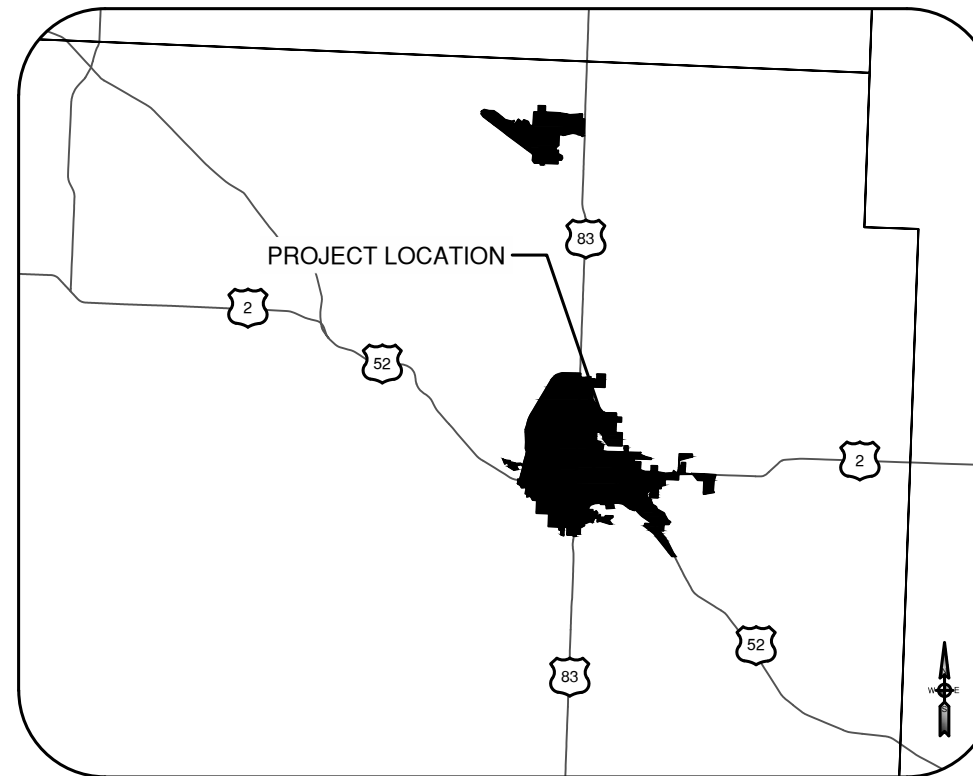
FOR

MINOT INTERNATIONAL AIRPORT

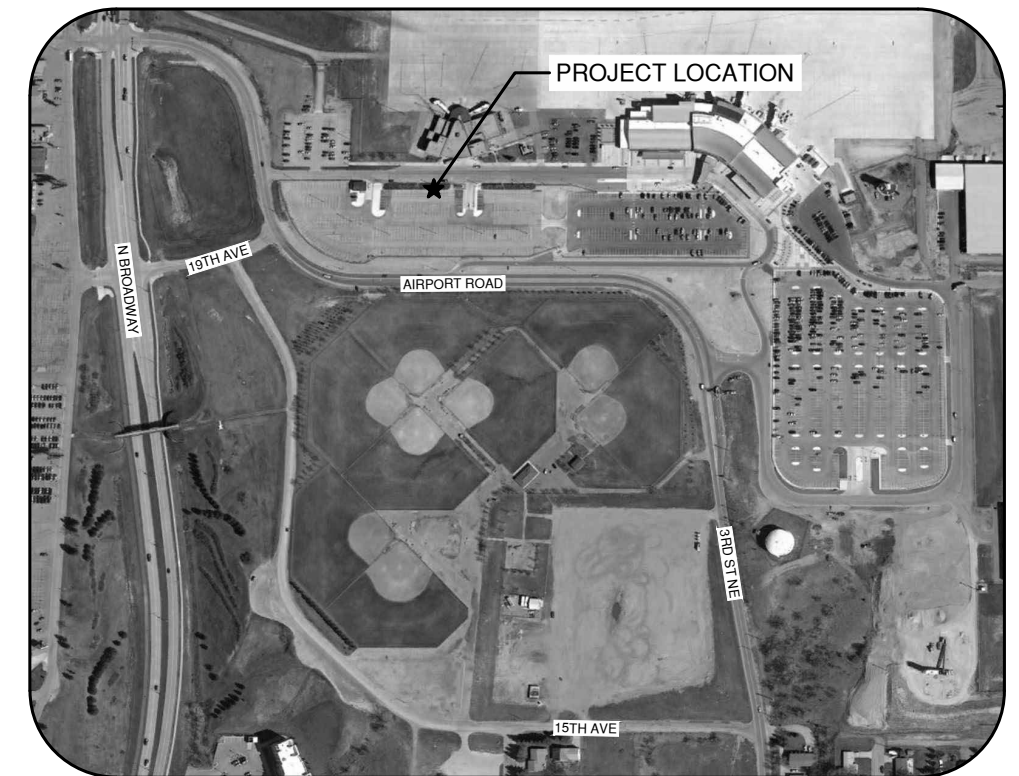
PARKING LOT IMPROVEMENTS



STATE MAP



VICINITY MAP

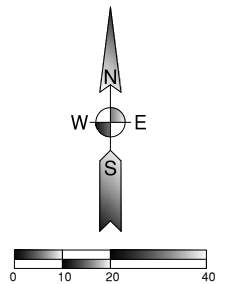


KEY MAP

INDEX OF DRAWINGS

NUMBER	TITLE	REVISION
1	COVER SHEET	0
2	EXISTING CONDITIONS/DEMOLITION PLAN	0
3	IMPROVEMENTS PLAN	0
4	ROAD USER SERVICES SIGN UPDATES	0
5	ELECTRICAL EXISTING CONDITIONS	0
6	POWER PLAN	0

Revision	Date	Description	By



Ulteig

EXISTING CONDITIONS/
DEMOLITION PLAN

2

G:\2018\18.00146\Drawings\18.00146 MOT PARKING.dwg

11

SAWCUT AND
REMOVE CONCRETE

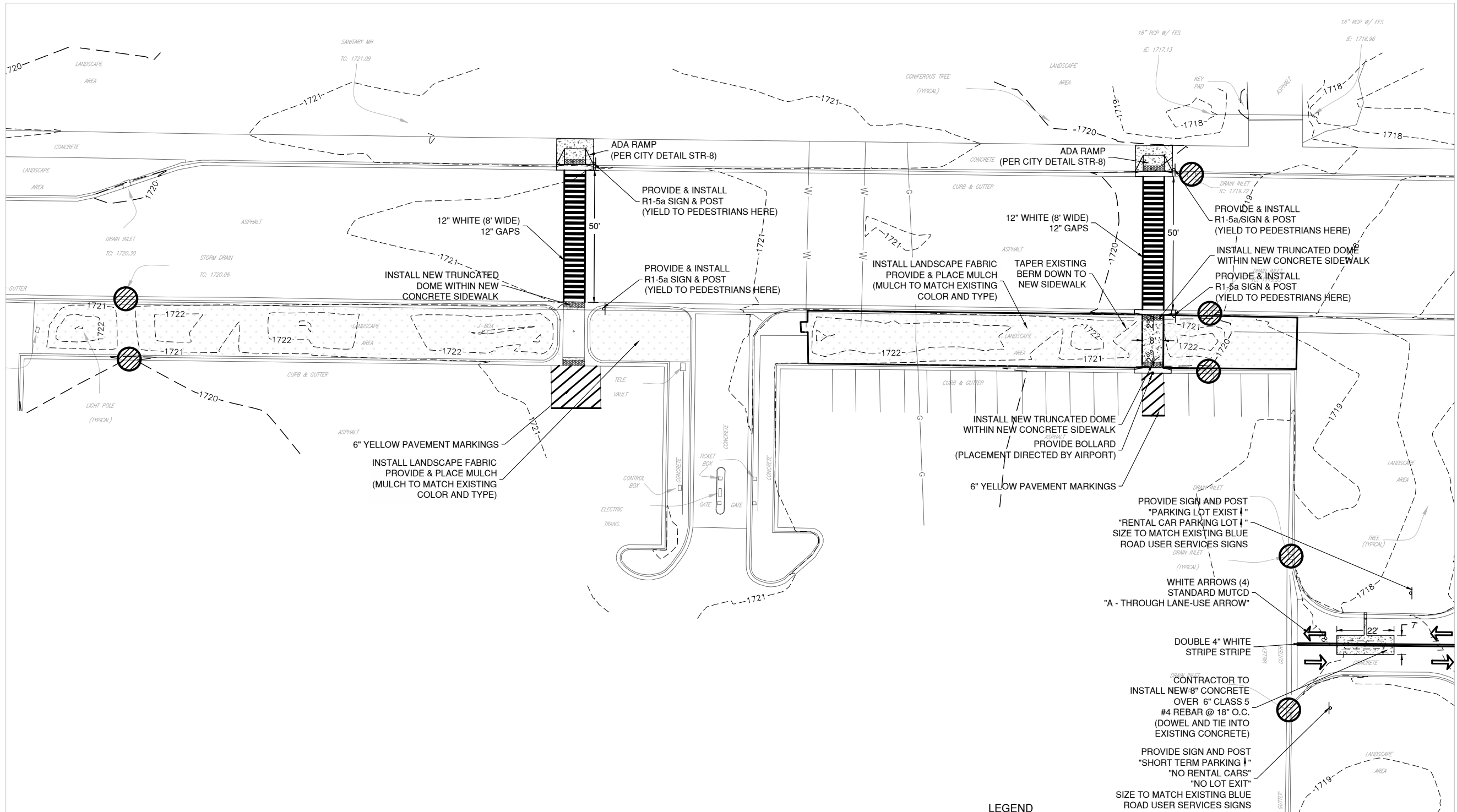
CLEAR AND GRUB

SAWCUT AND REMOVE
CURB AND GUTTER

1. THE CONTRACTOR SHALL VERIFY DEPTH AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. ULTEIG ENGINEERS INC. DOES NOT CERTIFY THE ACCURACY OR COMPLETENESS OF THE UTILITIES SHOWN. PERSONS USING THIS SURVEY SHALL CONTACT EACH UTILITY COMPANY PRIOR TO CONSTRUCTION TO VERIFY ALL UTILITIES.
3. CONTRACTOR SHALL PROTECT ALL UTILITIES AND PAVEMENT TO REMAIN. DAMAGED UTILITIES AND PAVEMENT SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
4. CONTRACTOR TO ENSURE SAWCUTS ARE FULL DEPTH TO ALLOW FOR VARYING THICKNESS.
5. EXISTING GRAVEL BASE TO BE DISPOSED OF OFF-SITE. CONTRACTOR TO LOCATE DISPOSAL SITE.

**PARKING LOT
IMPROVEMENTS**
Minot International Airport
Minot, North Dakota

Revision	Date	Description	By

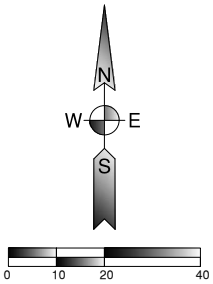


LEGEND

	NEW CONCRETE PAVEMENT
	NEW CONCRETE CURB CUT
	NEW TRUNCATED DOME
	PEDESTRIAN CROSSING SIGN
	NEW BOLLARD
	NEW LANDSCAPE FABRIC AND MULCH
	INLET PROTECTION

NOTES:

- ALL NEW CONCRETE PAVEMENT, SIDEWALKS, AND RAMPS SHALL MEET CITY OF MINOT SECTION 3300-CONCRETE WALKS, MEDIANS, AND DRIVEWAYS.
- ALL EROSION CONTROL BMPs SHALL BE APPROVED BY ENGINEER OR OWNER PRIOR TO PLACEMENT. BMPs SHALL NOT CAUSE WATER PONDING FOR LONGER THAN 24 HOURS.
- CONTRACTOR SHALL PROVIDE ADEQUATE STREET SIGNAGE PRIOR TO PLACEMENT OF PAVEMENT MARKINGS. CONTRACTOR SHALL PROVIDE THE AIRPORT A 24 HOUR NOTICE PRIOR TO SUCH ACTIVITIES.
- ALL CONSTRUCTION TO MEET CITY OF MINOT STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS.
- FOR SIGNS INSTALLED IN EXISTING CONCRETE, EXISTING CONCRETE TO BE REMOVED BY CORING WHERE SIGN POST WILL BE INSTALLED. CONFIRM LOCATION WITH ENGINEER



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FOR
CONSTRUCTION**
6/7/2018



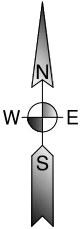
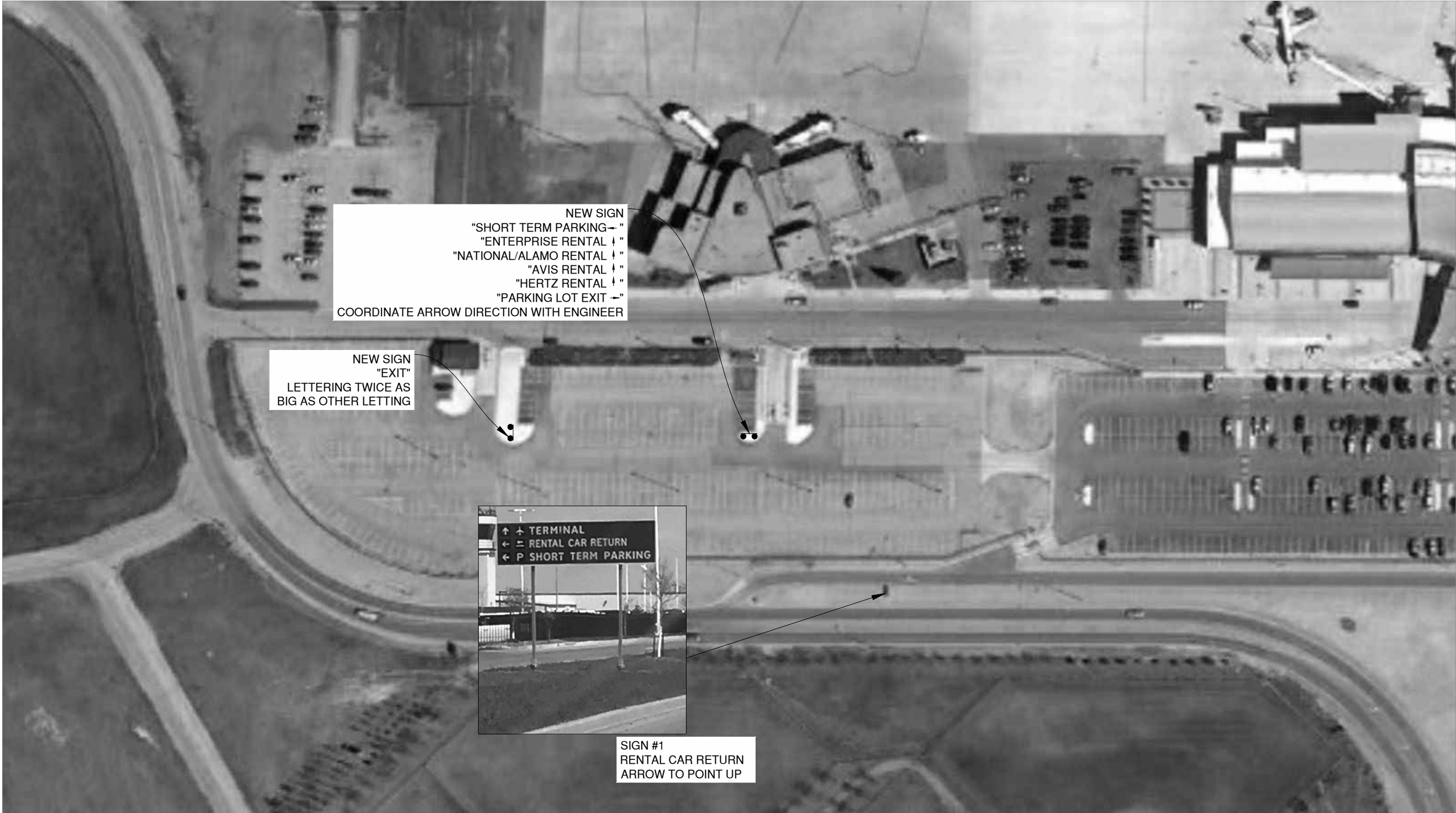
We listen. We solve.[™]
3350 38th Avenue South
 Fargo, North Dakota 58104
 Phone: 701-280-8500 Fax: 701-280-8739
 Web: www.ulteig.com
 Drawn By: C. DETERMAN
 Checked By: C. DUMONT
 Approved By: C. DUMONT

IMPROVEMENTS PLAN

Project Number: 18.00146
Date: May, 2018
Sheets: 2 of 6

**PARKING LOT
IMPROVEMENTS**
Minot International Airport
Minot, North Dakota

Revision	Date	Description	By



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ROAD USER SERVICES SIGN
UPDATES

GENERAL NOTES

1. FIELD VERIFY ALL PERTINENT EXISTING CONDITIONS AND INSTALLATION REQUIREMENTS IN CONNECTION WITH REMODEL. MAKE ALLOWANCES IN BID THERETO FOR MINOR CHANGES.
2. DEVICES WITH SLASH THROUGH INDICATE SPECIFIC EXISTING DEVICES TO BE REMOVED. REMOVE OR RELOCATE ANY ELECTRICAL DEVICE AS REQUIRED BY REMODEL OPERATIONS. EXTEND EXISTING CIRCUITRY AS REQUIRED TO MAINTAIN DOWNSTREAM DEVICES OR FIXTURES. DISCONNECT AND REMOVE ANY EXISTING CIRCUITRY NOT BEING REUSED. RE-IDENTIFY EXISTING PANEL DIRECTORIES AS REQUIRED.
3. ENTIRE INSTALLATION TO COMPLY WITH NEC, STATE, LOCAL AND OWNERS WIRING STANDARDS.
4. POWER CIRCUITRY TO BE IN PVC CONDUIT, COPPER WIRE WITH THWN/THHN INSULATION. SEPARATE EQUIPMENT GROUNDING CONDUCTORS REQUIRED. CONDUIT SYSTEM NOT TO BE RELIED ON FOR GROUNDING.
5. GATE OPERATOR'S SHALL BE AMANO McGANN MODEL# AMG-1730/A940 WITH TWO-TONE GREY TO MATCH THE EXISTING GATES. INCLUDE 12FT ARM AND 240V 1-PHASE 1/3HP MOTOR. E.C. SHALL VERIFY WITH GATE MANUFACTURER'S INSTRUCTIONS ALL REQUIRED INDUCTION LOOP WIRING REQUIREMENTS AND ANY ADDITIONAL WIRING NEEDED FOR SYSTEM OPERATION. E.C. TO PROVIDE AND INSTALL A COMPLETE AND OPERATIONAL SYSTEM.
6. PROJECT CLOSE OUT:
CLEAN UP AND REMOVE ALL SCRAP MATERIAL REMAINING ON THE JOB DURING AND AFTER INSTALLATION OF WORK.

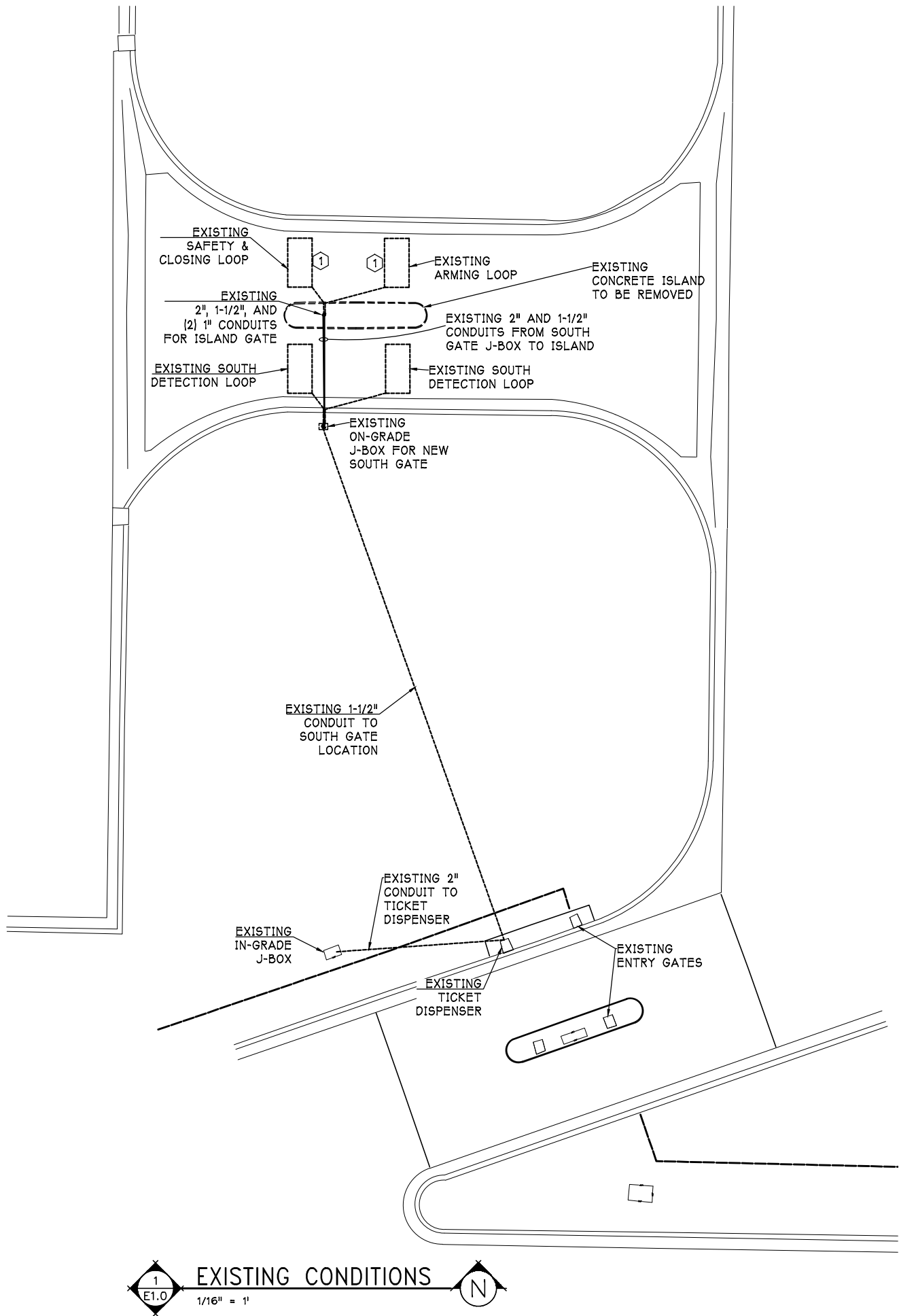
RECORD DRAWINGS: DESIGNATE ONE SET OF CLEAN BLUEPRINTS AT THE PROJECT SITE AS RECORD DRAWINGS. AS WORK PROGRESSES, MARK IN RED PENCIL TO INDICATE ACTUAL CONDITIONS OF CONSTRUCTION. GIVE PARTICULAR ATTENTION TO MARKING ACTUAL LOCATIONS OF FEEDERS AND CIRCUIT NUMBERS. TURN OVER TO THE OWNER UPON PROJECT COMPLETION.

MANUAL: COMPILE IN LOOSE-LEAF BINDER ALL SHOP DRAWINGS AND INSTALLATION/OPERATION/ MAINTENANCE DATA FURNISHED WITH THE ELECTRICAL EQUIPMENT. LIST PROJECT NAME, DATE, CONTRACTOR'S NAME, ADDRESS AND TELEPHONE NUMBER. INCLUDE INDEX SHEET INDICATING EACH MAJOR PIECE OF EQUIPMENT, WITH THE SUPPLIER'S NAME AND TELEPHONE NUMBER. PROVIDE TABBED DIVIDERS INDICATING MAJOR GROUPING OF EQUIPMENT. TURN OVER TO THE OWNER UPON COMPLETION.

SHEET E1.0 NOTES:

- ① ABANDON THE EXISTING VEHICLE LOOP CONDUITS AND CONDUCTORS.

MOTOR & EQUIPMENT SCHEDULE								
EQUIPMENT SERVED	CHARACTERISTICS			DISCONNECT (BY EC)	CONTROLLER (BY EC)	CONTROL INITIATING DEVICE		
	HP	VOLT	PHASE			DEVICE	FURN	MTD
GATE MOTOR GM-1,2	1/3	240	1	INTEGRAL	INTEGRAL	VEHICLE LOOPS SD 2/E1.0	EC	EC



PARKING LOT
IMPROVEMENTS
Minot International Airport
Minot, North Dakota

Revision	Date	Description	By

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6/4/2018



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 Phone: 701-280-8500 Fax: 701-280-8739
 Web: www.ulteig.com
 Drawn By: JDF
 Checked By: JLH
 Approved By: JLH

ELECTRICAL
EXISTING CONDITIONS

90% DESIGN
NOT FOR
CONSTRUCTION
05-18-18

PRAIRIE ENGINEERING, P.C.

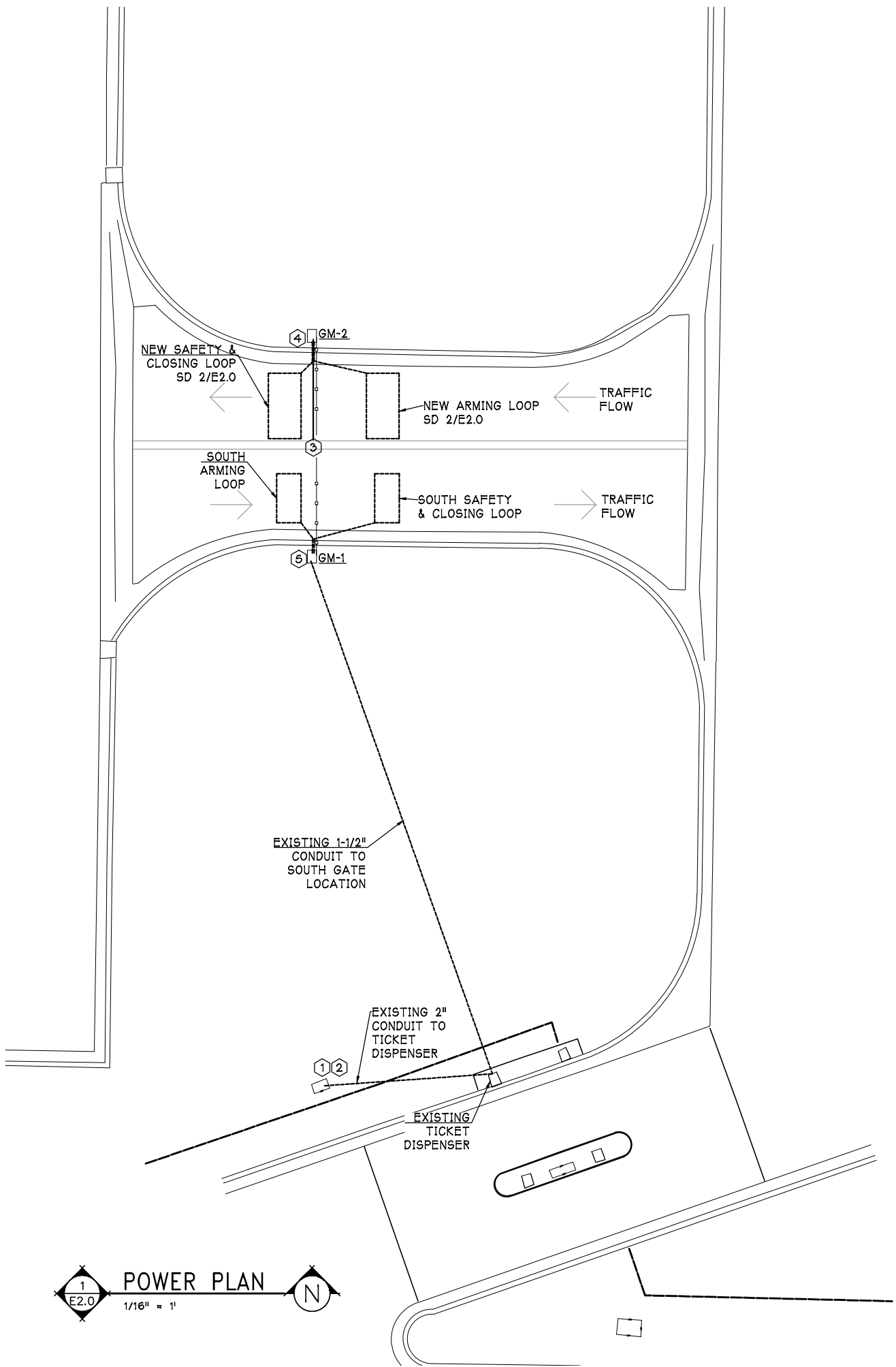
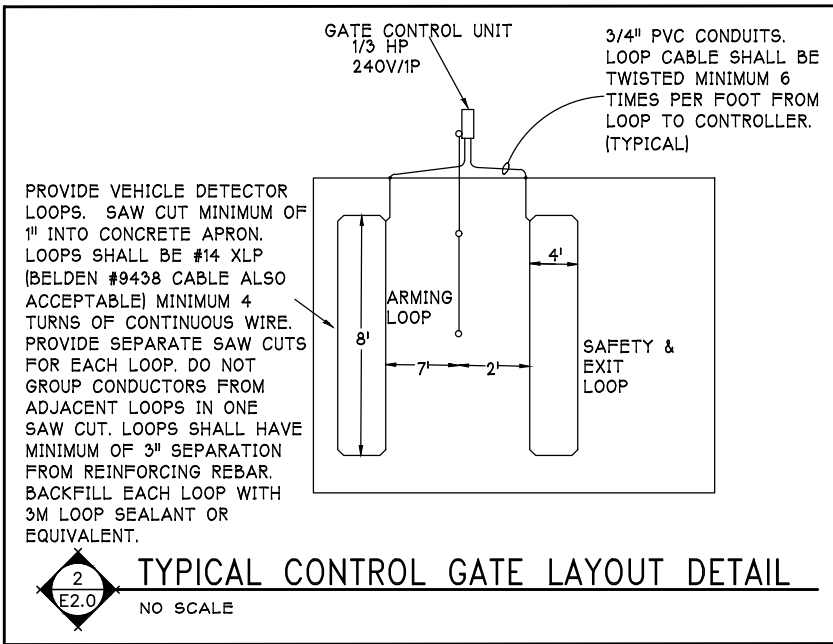
Project Number: 18019
Date: June, 2018
Sheets: 5 of 6

PARKING LOT
IMPROVEMENTS
Minot International Airport
Minot, North Dakota

Revision	Date	Description	By

SHEET E2.0 NOTES:

- 1 PROVIDE AND INSTALL AN EATON BAB SERIES 20/2 BREAKER IN EXISTING FEEDPOINT CABINET IN SOUTHWEST CORNER OF LOT FOR POWER. REUSE THE EXISTING #10 AWG NEUTRAL CONDUCTOR AS A PHASE CONDUCTOR. MARK CONDUCTOR AS APPROPRIATE.
- 2 EXTEND THE EXISTING #10 AWG CONDUCTORS FOR THE NEW GATES FROM THIS J-BOX TO THE EXISTING TICKET DISPENSER CABINET THROUGH THE EXISTING 2" CONDUIT. AT THE TICKET DISPENSER TAP THE EXISTING EGC WITH A #10 AWG CONDUCTOR FOR THE NEW GATE POWER CIRCUIT. THEN EXTEND ALL THREE #10 AWG CONDUCTORS TO THE NEW SOUTH AND NORTH GATE LOCATIONS USING THE EXISTING 1-1/2" RACEWAYS.
- 3 INTERCEPT THE EXISTING ISLAND 2" AND 1-1/2" EMPTY CONDUITS AND EXTEND TO THE NEW NORTH GATE LOCATION.
- 4 INSTALL NEW ARMING AND EXIT LOOPS FOR THE NORTH GATE LOCATION. SD 2/E2.0 FOR FURTHER DETAILS. FIELD VERIFY LOOP REQUIREMENTS WITH MANUFACTURER'S INSTRUCTIONS.
- 5 CONNECT EXISTING ARMING AND EXIT LOOPS TO SOUTH GATE MOTOR CONTROL PANEL FOR OPEN/CLOSING CONTROL.



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CONSTRUCTION
6/4/2018



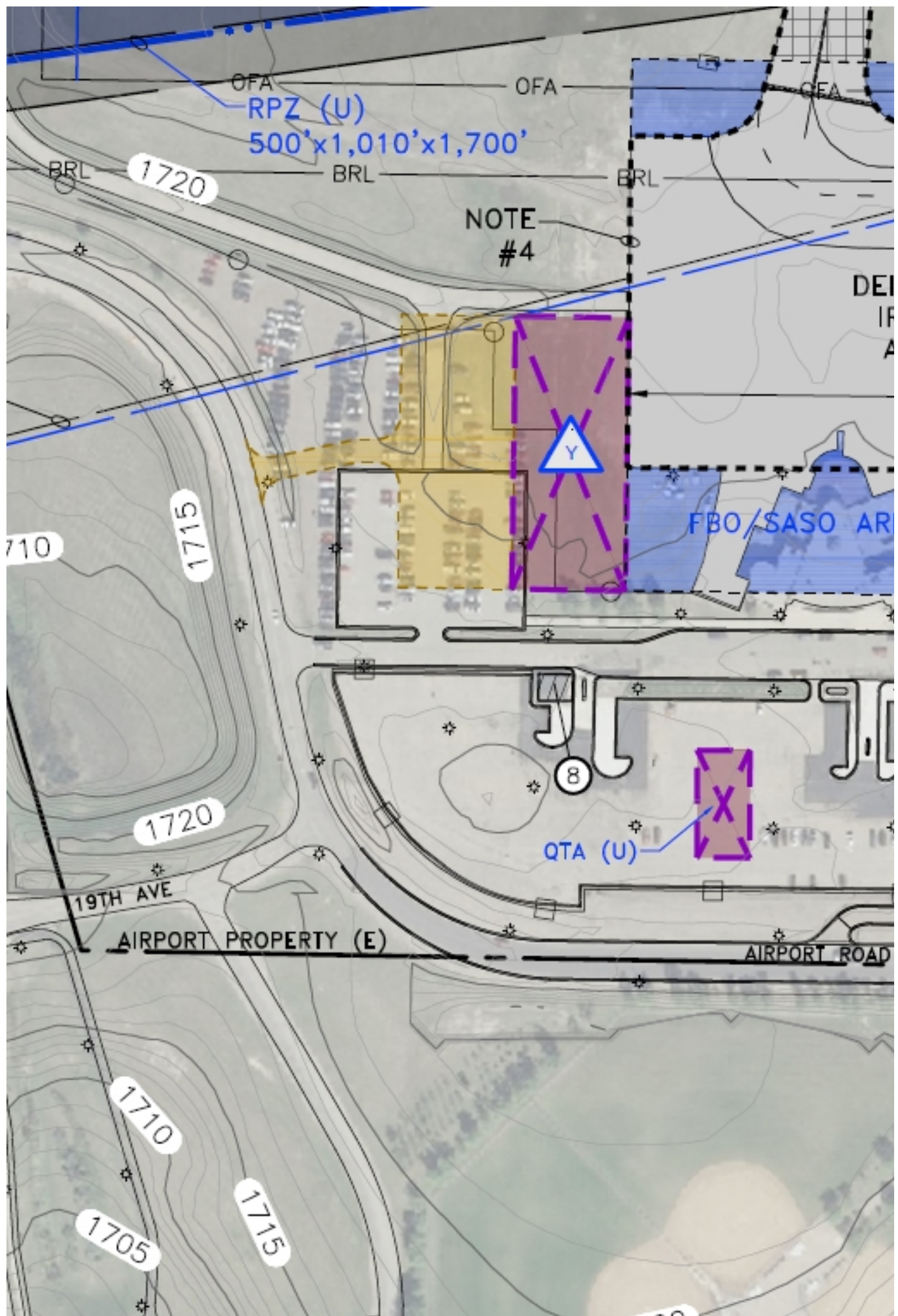
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90% DESIGN
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CONSTRUCTION
05-18-18

POWER PLAN

PRAIRIE ENGINEERING, P.C.

Project Number: 18019
Date: June, 2018
Sheets: 6 of 6







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**Engineer's Opinion of Cost
Parking Lot Improvements
Minot International Airport
Minot, North Dakota
UEI Project No. R18.00146**

No.	Item	Unit	Qty	Engineer's Opinion of Cost	
				Unit Cost	Extended Price
1	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
2	Site Safety Signage & Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
3	Sawcut & Remove Concrete Curb & Gutter	LF	57	\$ 25.00	\$ 1,425.00
4	Remove Concrete Pavement (Depth Varies)	SY	53	\$ 30.00	\$ 1,590.00
5	Clear and Grub	LS	1	\$ 5,000.00	\$ 5,000.00
6	Miscellaneous Earthwork	LS	1	\$ 2,500.00	\$ 2,500.00
7	Furnish & Install 6" Concrete Sidewalk	SY	53	\$ 65.00	\$ 3,445.00
8	Furnish & Install 6" Concrete and Aggregate Base	SY	18	\$ 65.00	\$ 1,170.00
9	Furnish & Install Detectable Warning Panels (Polymer)	SF	96	\$ 40.00	\$ 3,840.00
10	Furnish & Install Pavement Markings	LS	1	\$ 3,500.00	\$ 3,500.00
11	Furnish & Install Fabric & Mulch	SY	900	\$ 5.00	\$ 4,500.00
12	Furnish & Install Sign Assembly & Sign	EA	6	\$ 200.00	\$ 1,200.00
13	Furnish & Install 8" Concrete Bollard	EA	1	\$ 250.00	\$ 250.00
14	Furnish & Install New Road User Services Signage	LS	1	\$ 5,000.00	\$ 5,000.00
15	Furnish & Install #10 AWG conductors for new gate motors	LF	150	\$ 2.75	\$ 412.50
16	Furnish & Install Amano McGann AWG-1750/A950 gate operators, 12ft gate arms, & detection loops	EA	2	\$ 4,500.00	\$ 9,000.00
Total Construction Cost				\$	55,832.50
Contingency (10%)				\$	5,583.25
Engineering - Construction Observation and Administration				\$	7,500.00
Total Project Cost				\$	68,915.75

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2018 ANNUAL BUDGET TO APPROVE AN INCREASE OF THE AIRPORT MAINTENANCE LANDSIDE FOR THE CONSTRUCTING TO RELOCATE THE CAR RENTAL OPERATIONS TO THE WEST SHORT TERM PARKING AREA AT THE AIRPORT AND WILL BE FUNDED WITH CUSTOMER FACILITY CHARGE (CFC) REVENUE.

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

§1: Amend the 2018 annual budget to increase the airport maintenance landside for the constructing of the relocation of the car rental operations to the west short term parking lot:

100-5000-501.04-37		\$68,916
--------------------	--	----------

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Shaun Sipma, Mayor

Kelly Matalka, City Clerk



TO: Mayor Shaun Simpa
Members of the City Council

FROM: John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

DATE: July 24, 2018

SUBJECT: STRUCTURE AUCTION AUTHORIZATION

I. RECOMMENDED ACTION

Authorize Auction of Structures Acquired in Flood Mitigation Buyout Program

II. DEPARTMENT CONTACT PERSONS

John R. Zakian, DR Program Manager & Chief Resilience Officer, 423-4528

III. DESCRIPTION

A. Background

To maximize opportunity for program income to be used in the continued acquisition of properties needed for flood mitigation projects and to contribute to reducing need for local share from city revenues, the city has enacted a policy of auction structures on acquired properties to be moved outside the flood inundation area. The process followed includes an assessment led by a team of city staff that determines which structures are sufficiently stable to be able to be moved and relocated. Ones deemed not sufficient are then assessed for possibility of salvage auction and/or demolition. Structures which are successfully auctioned and relocated also represent a savings from the cost of demolition. To date, more than \$400,000 has been generated from structure auction sales and an estimated savings of \$500,000 resulting from not having to demolish these structures. This impact results in the ability to stretch available CDBG-DR funds further than was originally forecasted.

B. Proposed Project

New structures identified for auction include 5 homes, 4 garages, and 1 shed. Upon approval of the auction of these properties, they will be listed for auction with homes having a minimum bid price.

IV. IMPACT:

A. Strategic Impact:

This initiative seeks to maximize opportunity to generate revenue which can be reinvested in activities supporting flood mitigation projects.

B. Service/Delivery Impact:

Auction of structures reduces costs associated with required demolition of structures for flood control projects allowing NDR funds to be stretched further in their use.

C. Fiscal Impact:

Funds generated from auction sales are considered program income under HUD rules and must be reprogrammed into the NDR activities.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS

- i. List of Structures to be auctioned.

FW: Auction Structures for Council

Chris Owen

By: COWEN, CHRIS (7/19/2018)

To: John Zakian <john.zakian@minotnd.org>;

John,

Here is the next batch of addresses for council approval to auction. Lead based paint testing next Wed and we'll advertise results accordingly, if needed.

Chris

From: Redding, Justin T. [mailto:reddingjt@cdmsmith.com]
Sent: Thursday, July 19, 2018 8:54 PM
To: Chris Owen <chris.owen@minotnd.org>
Cc: Hall, Wesley P. <hallwp@cdmsmith.com>
Subject: Auction Structures for Council

Hi Chris,

Here are the structures that were walked and ok to try to auction the structures depending on the environmental tests. We completed the asbestos inspections this week and below are the results.

- 6 5th St NE House – no asbestos found
- 615 2nd Ave NE Garage – no asbestos found
- 1100 6th Ave SW House – no asbestos found
- 1100 6th Ave SW Garage – asbestos present in window glaze
- 700 2nd Ave NE House – asbestos present in wall texture
- 700 2nd Ave NE Garage – no asbestos found
- 700 2nd Ave NE Shed – no asbestos found
- 807 2nd Ave NE House – no asbestos found
- 1025 6th Ave SW House – no asbestos found
- 1025 6th Ave SW Garage – no asbestos found

Let us know if you have any questions.

Thank You

Justin Redding
Construction Manager
CDM Smith - Minot Disaster Recovery Services
1600 2nd Ave SW, Suite 27
Minot, ND 58701
Office: 701-837-5813
reddingjt@cdmsmith.com
cdmsmith.com

<https://outlook.office.com/owa/?realm=minotnd.org&exsvurl=1&ll-cc=1033&modurl=0>



TO: Mayor Shaun Sipma
Members of the City Council

FROM: John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

DATE: July 19, 2018

SUBJECT: **EXTENSION OF EMINENT DOMAIN OUTSIDE COUNSEL CONTRACT**

I. RECOMMENDED ACTION

Approve 1 Year Extension of modified Eminent Domain Swanson & Warcup, Ltd. Contract

II. DEPARTMENT CONTACT PERSONS

John R. Zakian, DR Program Manager & Chief Resilience Officer, 423-4528

III. DESCRIPTION

A. Background

At the commencement of the Involuntary Acquisition Buy Out Program for flood mitigation projects, after issuance of an appropriate RFP the city engaged Swanson & Warcup, Ltd. To serve as special outside counsel for Eminent Domain cases. There is currently only one eminent domain case which was initially commenced in 2017.

B. Proposed Project

There are two modifications to the agreement. First, is establishing when use of this contract is triggered which will be the date upon which the City Council authorizes the city to proceed with an eminent domain case. It has become evident to me the importance of this language to clearly distinguish the roles of Swanson & Warcup being a subcontract to CDM Smith for basic services related to negotiation and closing on settled purchases, and initiating Eminent Domain cases when it is an Eminent Domain case. It should be noted that costs related to role of a subcontract to CDM Smith is already absorbed within the CDM Smith support services agreement with the city. The second modification is increasing the hourly charge by \$15 per hour for attorneys, paralegals, and \$10 per hour for research and clerical services. This will be the first increase since initiation of the contract which means an increase of 5% factoring the multi years with no increase which meets necessary and reasonable standards with HUD guidance.

IV. IMPACT:

A. Strategic Impact:

Assures we are in full compliance with the prescribed process to follow for involuntary action as set forth in the Uniform Relocation Act.

B. Service/Delivery Impact:

Modification to distinguish law firm's roles eliminates any confusion over responsibility for performance and accounting of payment allocation.

C. Fiscal Impact:

Costs will be incurred and paid from the CDBG-NDR funds or State Water Commission match. Costs related to the one existing eminent domain case are already reserved and there are not current known or projected new eminent domain cases.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS

Copy of Agreement

CONTRACT FOR THE PROVISION OF EMINENT DOMAIN LEGAL SERVICES
BETWEEN THE CITY OF MINOT, NORTH DAKOTA AND SWANSON AND WARCUP,
LTD, GRAND FORKS, NORTH DAKOTA

This contract is made and entered into by and between the **City of Minot**, a North Dakota municipal corporation, whose principal address is P.O. Box 500, 515 Second Avenue SW, Minot, ND 58702-5006 (the "City"), and the law firm of **Swanson & Warcup, Ltd.**, a North Dakota professional corporation, whose principal address is P.O. Box 12909, 1397 Library Circle, Suite 202, Grand Forks, ND 58208-2909.

RECITALS

WHEREAS, the City of Minot, North Dakota suffered severe damage as a result of flooding which occurred in 2011;

WHEREAS, the City of Minot, North Dakota has received notice of available funding from the State of North Dakota and the United States Office of Housing and Urban Development;

WHEREAS, state and federal funds will be used, in whole or in part, for the purchase of certain identified properties located near or adjacent to the Mouse River, as known as the Souris River, within the city limits;

WHEREAS, the City is seeking to obtain legal services for eminent domain proceedings in conjunction with the City's Minot Disaster Recovery Program – Program for Acquisition/Buyout of Real Estate funded in whole or in part by state and/or federal funding;

WHEREAS, Swanson & Warcup, Ltd. is a law firm in good standing and practicing law in the State of North Dakota. Swanson & Warcup, Ltd. possesses experienced and qualified personnel to provide legal services to the City of Minot, North Dakota for eminent domain proceedings in conjunction with the Program for Acquisition/Buyout of Real Estate.

NOW, THEREFORE, the City of Minot and Swanson & Warcup, Ltd. in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

1. **Employment of Attorneys.** The City of Minot hereby retains and employs Swanson & Warcup, Ltd. to act as legal counsel for the benefit of the City of Minot, North Dakota with respect to eminent domain proceedings for properties acquired for the City of Minot's Disaster Recovery Program – Program for Acquisition/Buyout of Real Estate located within the City of Minot, North Dakota funded in whole or in part by State and/or Federal funding, all as more specifically outlined in the scope of services.
2. **Services for the Benefit of the City of Minot.** It is hereby intended and agreed by and between the parties hereto that the purpose and benefit of this contract for the Provision of Eminent Domain Legal Services is intended for the City of Minot, a North Dakota municipal corporation. It is further understood and agreed that the attorney/client

relationship, including all attorney/client privileged communications, is hereby created by and between Swanson & Warcup, Ltd. and the City of Minot.

3. **Scope of Services.** Swanson & Warcup, Ltd. will provide services to or on behalf of the City of Minot, North Dakota as summarized in Exhibit "A" to this contract. John Warcup will be recognized as a Special Assistant City Attorney.
4. **Fees.** Except as may otherwise be provided herein, the City of Minot agrees to pay Swanson & Warcup, Ltd. for all services provided pursuant to this contract at the rates detailed in Exhibit "B" to this contract.
5. **Compensation.** For and in consideration of the Services rendered by Swanson & Warcup, Ltd., and subject to the agreement amount and rate schedule provisions of Exhibit "B", the City shall pay Swanson & Warcup, Ltd. for its services completed in the scope of this agreement as detailed in Exhibit "A", up to a maximum amount of \$1,050,000.00, for no more than 30 properties. Such consideration and number of properties may only be increased by written amendment to this contract signed by both parties and approved by the City with the understanding services will continue for Eminent Domain cases in the judicial system.
6. **Other Charges and Costs.** Swanson & Warcup, Ltd. will incur various costs and expenses in rendering the legal services required under this contract, which shall be reimbursable by the City in the following manner and amounts:

No per diem meal expenses would be billed except in the event of travel required outside the City of Minot. In such case, per diem meals will be billed at the rate of \$35.00 per day. Mileage will be billed at the applicable IRS rate. Except as otherwise provided herein, any expenses incurred for retaining additional consultants or professionals will be billed at actual cost.
7. **Billing.** Swanson & Warcup, Ltd. shall prepare a monthly statement for fees, costs and expenses incurred. Such statements shall indicate the basis of the fees, including a brief description of the activities, hours worked, and hourly rates. Reimbursable costs and expenses shall be separately itemized.
8. **Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Swanson & Warcup, Ltd., its partners, associates and employees, was a substantial factor for the City to enter into the contract. Therefore, Swanson & Warcup, Ltd. shall not contract with other person(s) or entity to perform, in whole or part, legal services required under this contract without the written approval of the City except as otherwise provided herein. Except for abstract preparation or updating, title insurance, and escrow services, no other professional or legal services to be provided under this contract shall be transferred, assigned or subcontracted without the prior written approval of the City.
9. **Insurance.** Swanson & Warcup, Ltd. agrees to have and keep in force during the term of this contract and for one (1) year following the termination of the services under this

contract, insurance covering the attorney's professional errors, omissions or negligent acts with limits not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate. Swanson & Warcup, Ltd. shall be responsible for all premiums and deductibles on such insurance. Prior to commencement of performance, Swanson & Warcup, Ltd. shall provide a certificate of insurance evidencing the aforementioned coverage.

10. **Indemnification.** Swanson & Warcup, Ltd. agrees to indemnify the City and their officers and employees against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property losses, costs, penalties, obligations, errors, omissions or liabilities that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of Swanson & Warcup, Ltd., its officers and/or employees arising from fault acts or omissions of Swanson & Warcup, Ltd. or arising from Swanson & Warcup, Ltd.'s performance of or failure to perform any term, provision, covenant or condition of the contract. It is further agreed and understood by and between the parties, hereto that such indemnification does not extend to the fault, negligence or willful misconduct of persons other than the officers and/or employees of Swanson & Warcup, Ltd.
11. **Notices.** Notices required pursuant to this contract shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor, postage prepaid and addressed as follows:

Swanson & Warcup, Ltd.
Attn: John Warcup
1397 Library Circle, Suite 202
Grand Forks, ND 58201

City of Minot
Attn: Kelly Hendershot, City Attorney
P.O. Box 5006
Minot, ND 58702-5006

Service of notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit in the United States Post Office shall be deemed to have been given three (3) consecutive business days following deposit of the same in custody of said postal service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person, which shall be substituted for that specified above.

12. **Nondiscrimination.** In connection with the performance of this contract, Swanson & Warcup, Ltd. shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, or national origin.
13. **Term and Termination.** This contract shall commence July 1, 2017, and shall remain in full force and effect until June 30, 2018, unless terminated earlier as provided herein

or if Eminent Domain cases remain in the judicial system. The City shall have the option to renew this contract for two additional twelve-month periods upon the same terms and conditions except pricing which shall be agreed by the parties at the time of contract renewal or extension. Either the City or Swanson & Warcup, Ltd. may terminate this contract without cause, with thirty (30) days written notice given to the other party. In the event of termination, Swanson & Warcup, Ltd. shall assist to the fullest extent possible in the orderly transition of all pending matters to the City. In the event of termination, Swanson & Warcup, Ltd. shall be entitled to be paid for all professional fees for all work completed and costs incurred through the date of cessation of legal representation, including without limitation, proration of costs and expenses to the date of such cessation.

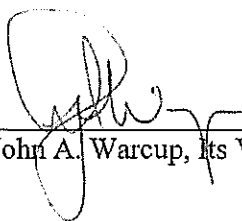
14. **Conflicts of Interest.** Swanson & Warcup, Ltd. has no present or contemplated employment which is adverse to the City of Minot, North Dakota and agrees it shall not represent clients in matters of either litigation or non-litigation against the City of Minot, North Dakota. In the event of a conflict of interest arising in the representation of the City of Minot, North Dakota, Swanson & Warcup, Ltd. shall seek, where available, waivers from each client with regard to such representation or legal services. However, if real conflicts exist, Swanson & Warcup Ltd. will withdraw from representing both clients in the matter.

15. **Interpretation of Contract and Forum.** This contract shall be construed and interpreted both as to the validity and performance of the parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be the District Court, Ward County, North Dakota.

IN WITNESS WHEREOF, the parties have hereto executed this contract as of the effective date of the contract.

SWANSON & WARCUP, LTD.

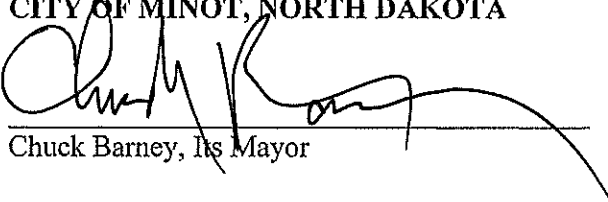
By:



John A. Warcup, Its Vice-President

CITY OF MINOT, NORTH DAKOTA

By:



Chuck Barney, Its Mayor

EXHIBIT "A"
SCOPE OF SERVICES

1. Provide legal services to the City related to Eminent Domain matters.
2. Represent the City as Special Assistant City Attorney relating to Eminent Domain matters as may be necessary arising out of construction of a flood protection project, including but not limited to the following:
 - a. Prepare and file with the District Court the Summons and Complaint,
 - b. Prepare and file all pleadings and motions in Eminent Domain matters, including the Final Order
 - c. Represent the City in all Eminent Domain pre-trial proceedings and discovery, including depositions, exchange of documents and interrogatories,
 - d. Represent the City in pre-Eminent Domain negotiations and Alternative Dispute Resolution proceedings, including mediation,
 - e. Retain for the City expert witnesses for all stages of Eminent Domain matters, including appraisers, engineers and technical consultants,
 - f. Prepare for and conduct Eminent Domain trials, whether by jury or before a judge,
 - g. Prepare for and defend the City against landowner suits of inverse condemnation,
 - h. Represent the City in all post trial Eminent Domain matters, including hearings for the award of landowner's attorney fees and costs,
 - i. Represent the City in all Eminent Domain appeals, including appeals to the Court of Appeals and to the Supreme Court.
3. Work with the City's Disaster Recovery Program Manager and the City's property acquisition program in legal proceedings which result from eminent domain activities.
4. Provide to the City any other Eminent Domain legal services, on an as-needed basis, as directed by the City.
5. In all matters related to the foregoing legal services, the selected attorney and law firm agree that he/they shall not represent any person or entity whose interests are adverse to that of the City, nor whose interests could cause a conflict of interest for the attorney or law firm.

EXHIBIT "B"
FEE SCHEDULE

The following fee schedule is agreed to by Swanson & Warcup, Ltd. and the City of Minot:

Senior Attorney (more than two years experience)	\$185.00/hr.
Associate Attorney (two or fewer years of experience)	\$160.00/hr.
Paralegal	\$100.00/hr.
Acquisition/Relocation Specialist	\$100.00/hr.
Research Assistant	\$ 60.00/hr.
Clerical Service	\$ 50.00/hr.

EXHIBIT "C"
Community Development Block Grant Program Requirements

1. Civil Rights

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

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

2. Nondiscrimination

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

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

The CONTRACTOR shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause.

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

A. Compliance

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

135, Subpart D. The CONTRACTOR agrees that no contractual or other disability exists which would prevent compliance with these requirements. The CONTRACTOR shall include the following language in all subcontracts executed under this Agreement:

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

B. Notifications

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

C. Subcontracts

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

4. Environmental Conditions Appendix II Part 200 (G)

A. Air and Water

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

- Clean Air Act, 42 U.S.C.A. 7401- 7671 *et seq.*
- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, *et seq.*, 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 *et seq.*, as amended)

- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

5. Energy Efficiency

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

6. Financial Management

The CONTRACTOR shall maintain necessary source documentation for all costs incurred under this Agreement.

The CONTRACTOR will provide adequate support documentation to receive payment of CDBG-DR funds in sufficient detail for the CITY to determine cost eligibility and allowability.

7. Record-Keeping, Reports, and Audits

A. Retention

The CONTRACTOR shall retain all records pertinent to expenditures incurred under this Agreement for at least 5 years after final closeout of the City's Disaster Recovery grant with HUD, or after the resolution of all Federal audit findings, whichever occurs later.

B. Access to Records

The CITY, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific AGREEMENT, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this AGREEMENT will be maintained in a central location by the CONTRACTOR and will be maintained for a period of four (4) years from the official date of the CITY's final closeout of the grant.

C. Audit and Inspection

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

D. Reports

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

E. Property Records (Applicable if property is purchased with CDBG-DR funds under this agreement.)

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

8. Conflict of Interest

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the CONTRACTOR shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this AGREEMENT or to any benefit that may arise there from, but this provision shall not be construed to extend to this AGREEMENT if made with a corporation for its general benefit.

9. Patents

Not applicable.

10. Subcontracts

A. The CONTRACTOR shall not enter into any subcontract with any sub-contractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of North Dakota.

B. Nothing contained in this AGREEMENT shall create any contractual relation between any subcontractor and the CITY.

11. Debarment, Suspension, and Ineligibility (Appendix II Part 200)

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

12. Breach of Contract Terms

Any violation or breach of terms of this AGREEMENT on the part of the CONTRACTOR may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this AGREEMENT. The duties and obligations imposed by the AGREEMENT documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. 2 CFR 200.

13. Changes

The CITY may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the not-to-exceed amount of the CONTRACTOR's compensation which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written and executed amendments to this Contract.

14. Personnel

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

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

15. Interest of CONTRACTOR

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

16. Political Activity

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

17. Compliance with the Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of 2 CFR 200, as they relate to the use of Federal funds under this AGREEMENT.

18. Lobbying

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

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City of Minot.

19. Procurement of Recovered Materials (Appendix II Part 200 (K))

The CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintain a satisfactory level of competition where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



TO: Mayor Shaun Sipma
Members of the City Council

FROM: John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

DATE: July 19, 2018

SUBJECT: CDM SMITH SUPPORT SERVICES ALLOCATION 1 CONTRACT EXTENSION

I. RECOMMENDED ACTION

Approve 1 Year Extension of modified CDM Smith Support Services Allocation 1 Contract

II. DEPARTMENT CONTACT PERSONS

John R. Zakian, DR Program Manager & Chief Resilience Officer, 423-4528

III. DESCRIPTION

A. Background

CDM Smith has been providing technical support services for program delivery for the projects and activities funded by Allocation #1 since the inception of this grant in October, 2012. The total value of this contract which has been modified 11 times since the inception is \$7,421,441. The current extension expired June 30, 2018.

B. Proposed Project

Funds remain in Allocation #1 including financing the final section of the Northern Sewer Project, acquisition and demolition of spot blight homes, and launching a small business loan program in the downtown. There also continue to be needed technical support for activities related to close out of completed projects to meet HUD compliance requirements. This extension which will be No. 12 proposes an addition of \$143,100 and extend the time period through June 30, 2019. It should be noted that additional funding will be used for CDM Smith provide services for which the city, itself, is not yet positioned to undertake such as the environmental review requirements connected with all the projects, supervision of demolition activities, closing on purchases, etc. It should be noted, though, that the city is adding to its roles and responsibilities from prior activities including procuring and managing appraisals connected with the spot blight initiative, and preparing the policies and procedures, and underwriting standards which will be used for the small business revolving loan program.

IV. IMPACT:

A. Strategic Impact:

The amount of additional funds demonstrates the continued efforts of the city to bring in house the cost of service delivery for the CDBG-DR and CDBG-NDR funds.

B. Service/Delivery Impact:

One year extension assures uninterrupted necessary support services for the various need initiatives being undertaken through Allocation #1.

C. Fiscal Impact:

Costs will be incurred and paid from Allocation #1 activities rather from the remaining balance of administration funds because the work that will be provided by CDM Smith meets HUD definition of project delivery.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS

Copy of Amendment #12

**AMENDMENT NO: 12
TO AGREEMENT
BETWEEN
CITY OF MINOT AND PROGRAM ADMINISTRATOR**

This Amendment No: 12 is made and entered into this 6th day of August, 2018 to the Agreement between CDM Smith Inc. (CDM Smith) ("Program Administrator") and City of Minot ("OWNER") dated May 7, 2012, ("the Agreement").

WHEREAS, PROGRAM ADMINISTRATOR and OWNER entered into the Agreement for Community Development Block Grant Disaster Recovery Management Services, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of PROGRAM ADMINISTRATOR as described in the Agreement are amended and supplemented as follows:

Refer to Scope of Services provided in Attachment #1 to this amendment.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

No change.

3. The time periods for the performance of PROGRAM ADMINISTRATOR's services as set forth in the Agreement are amended and supplemented as follows:

The contract end date is extended to June 30, 2019.

4. The payment for services rendered by PROGRAM ADMINISTRATOR shall be as set forth below:

The contract upper limit is increased by \$143,100.00 as presented in Attachment #1 to this amendment, for a revised upper limit of \$7,564,541.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

Program Administrator
Steven L. Wolsfeld, P.E.
Vice President
DATE:

City of Minot

Mayor
DATE:

City of Minot, ND
Community Development Block Grant Disaster Recovery
Management Services
Amendment No. 12 – Attachment No. 1
Scope of Services & Estimated Fee
CDM Smith
August 6, 2018

Task 1: Northern Sewer Project

Task 1.1 Environmental review

CDM Smith will conduct one appropriate environmental review for this project that complies with all applicable HUD and City regulations and requirements, to receive clearance to proceed with expending CDBG-DR funds on the project. CDM Smith will follow the guidelines outlined in Federal, State and Local regulations and policies, as applicable; and will conduct required Federal, State and Local agency consultations, as applicable. CDM Smith will prepare appropriate documentation for the review and maintain records as required.

Task 1.2 Compliance monitoring

CDM Smith will conduct appropriate monitoring of the contractor and subcontractors to ensure compliance with applicable HUD requirements including Davis Bacon Act and Section 3. CDM Smith will prepare appropriate documentation for these reviews and maintain records as required.

The scope of services includes complying with all required reporting and grant requirements for the project, tracking project progress in compliance with the CDBG-DR program guidelines and the project schedule, providing technical assistance when necessary, coordinating with the City of Minot, and providing grant-required administration tasks requested by the City and the funding agency.

Task 2: Spot Blight Eradication Program

The following scope of services is based on providing environmental review services for up to 32 properties and housing demolition management services for up to 16 single family spot blight homes as detailed below.

Task 2.1 Environmental review

CDM Smith will conduct appropriate environmental review(s) for up to 32 properties for this project that comply with all applicable HUD and City regulations and requirements, to receive clearance to proceed with expending CDBG-DR funds on the project. CDM Smith will follow the guidelines outlined in Federal, State and Local regulations and policies, as applicable; and will conduct required Federal, State and Local agency consultations, as applicable. CDM Smith will prepare appropriate documentation for these reviews and maintain records as required.

Task 2.2 Planning, policies, compliance, and protocols

CDM Smith will provide guidance for the City of Minot to define the best and most effective methods for demolishing up to 16 structures. CDM Smith shall develop a plan with timelines, responsibilities, methods of compliance, etc. to ensure a compliant demolition program. Tasks associated with requirements include:

- Project organization, coordination, policies and protocols, administration, planning, and oversight
- Project cost and budget oversight and monitoring
- Communications, team collaboration, project reporting, project documentation methodologies, and public relations
- Change management and issue control
- Contract management
- Procedures to deter and detect fraud, waste, and abuse by demolition contractors

Deliverables

The following key deliverables are anticipated for this task:

1. Project supporting documentation and working papers
2. Program and organization needs assessment and requirements definition
3. Cost assessment and cost projection for the Demolition Program
4. Timely status plan
5. Quality control plan

Task 2.3 Environmental reviews for structures to be demolished

CDM Smith will provide consultants to review environmental clearances provided by the City of Minot to ensure compliance with all state regulations. The demolition contractor will help the CDM Smith staff develop and process the necessary documents required to clear each property. Tasks associated with this requirement include:

- Use GIS system to verify locations of properties
- Interactions with the City of Minot, its demolition contractor, and its program, business, and functional units and processes as necessary to obtain information needed on properties

Asbestos testing scope:

- Structures slated for demolition will receive a thorough asbestos inspection performed by a North Dakota accredited asbestos inspector to determine the presence of asbestos containing material (ACM). Report will include the location and quantity of all friable and non-friable ACM.
- Asbestos samples will be sent to a NVLAP approved laboratory in PLM & TEM analysis with a 24-hour turnaround time.
- Friable ACM will be abated from the structures by a North Dakota accredited asbestos abatement contractor (outside contractor does not work for CDM Smith) and disposed of at an appropriate landfill.
- Before asbestos abatement of the structure, a Notification of Asbestos Demolition and Renovation will be sent to the NDDH for approval of the abatement work.

- Before demolition a Notification of Asbestos Demolition and Renovation will be sent to NDDH for approval of demolition for all structures, whether or not asbestos is present.

Deliverables

Since this task is for completed and federally compliant environmental reviews of the properties to be demolished, the following represent anticipated key deliverables for this task.

1. Work plan and timetable for completing environmental reviews
2. Timely status reports
3. Certification of completed Environmental Reviews
4. Other project deliverables that may be forthcoming from specific task assignment by the City of Minot

Task 2.4 Demolition management services

CDM Smith will manage and oversee the Demolition Program. This work will include the following steps:

- Prepare a scope of services plan for each property to be demolished.
- Prepare bid documents and execute subcontracts in accordance with federal and state regulations for the demolitions and debris removal.
- Administer and monitor subcontracts for the demolition, debris removal, and site cleanup.
- Demolition contractor is responsible for obtaining all permits and contacting all utility providers prior to commencement of any demolition project.
- Demolition contractor is responsible for the proper removal and proper disposal of all materials, including hazardous materials, in accordance with federal laws, state laws, and local codes and ordinances.
- Demolition contractor is responsible for all fees and permits for demolition debris disposal.
- Provide on-site monitoring of CDM Smith subcontractors to ensure quality work and adherence to all federal and state laws as well as local codes and ordinances.
- CDM Smith shall ensure that each property structure has been demolished, debris has been removed, and the property has been graded.
- Provide contract negotiation services.
- Provide quality assurance, implement operations, and assessment, to the satisfaction of the Department of Public Works, City of Minot.

Assumptions

- Salvaging will not be allowed.
- Demolition – oversight of underground utilities, development roadways, and other removals is not included in budgets.

Estimated Fee:

Task	Blended Labor Rate	Environmental Review	Demolition Monitoring/ Management	Financial/ Compliance/ Management	Total Hours	Total Cost
Task 1: Northern Sewer	\$ 135	60		50	110	\$ 14,850
Task 2: Spot Blight Eradication	\$ 135	180	720	50	950	\$ 128,250
Totals					1060	\$ 143,100



TO: Mayor Shaun Sipma
Members of the City Council

FROM: John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

DATE: July 19, 2018

SUBJECT: EXPAND SCOPE OF IEDC AGREEMENT FOR FOLLOW THROUGH SUPPORT

I. RECOMMENDED ACTION

Approve expanding scope of IEDC agreement to provide complete analysis of incentives adding \$30,000 from NDR funds for the additional work and authorizing the Mayor to execute the extension

II. DEPARTMENT CONTACT PERSONS

John R. Zakian, DR Program Manager & Chief Resilience Officer, 423-4528

III. DESCRIPTION

A. Background

One of the key action item recommendations in the IEDC strategies report to the City is to consider pursuit of creating economic development tools which reflect best practices elsewhere in the US to advance a proactive approach to sustainable growth while creating opportunities for necessary resources beyond the city government. Among these tools which are authorized in the North Dakota Century Code are creation of a business district (suggested for downtown), redevelopment authority, and strategically one or more Tax Increment Financing Districts. The report also recommends redirecting focus on the scope, framework and uses of the Magic Fund which IEDC highlights as a key economic development asset but also recommended that there needs to be more clarity and definition in its purpose and uses.

B. Proposed Project

It is proposed that adding \$30,000 and expanding the scope will be for the following actions:

- Provide the advantages and possible pitfalls with the creation of a downtown business district, redevelopment authority, and/or tax increment financing district
- Provide a draft and structural framework with each such option for consideration if one or more of these economic development tools are to be considered for implementation
- Review the current Magic Fund policies and make specific recommendations to more clearly define the scope, purpose, and use of the fund for most effective and advantageous deployment of these funds for sustainable economic development
- For all of the above, offer examples of best practice experiences now in operation

IV. IMPACT:

A. Strategic Impact:

IEDC has the resources and expertise upon which it can draw throughout the nation to provide the Mayor and City Council with the most current, accurate, detailed, and thorough assessment of these potential tools. It will also provide the Mayor and City Council with all the information needed and warranted to be able to render informed decisions.

B. Service/Delivery Impact:

As emphasized in the IEDC report, a critical aspect of advancing an effective, coordinated and sustained long term economic development strategy will be to establish the structure and resources, especially beyond available city government resources to support such an effort. This additional work by the IEDC will provide the city with the ability to continue to advance such an effort on a timely basis.

C. Fiscal Impact:

\$195,000 remains in the CDBG-NDR line item for Economic Resilience Planning. The \$30,000 will be drawn from this balance which means \$165,000 will remain for future uses.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Tom Barry, City Manager
John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

DATE: July 27, 2018

SUBJECT: CITY COUNCIL APPROVE FRAMEWORK TO IMPLEMENT IEDC FINDINGS

I. RECOMMENDED ACTION

City Council approve establishing an organizational structure to lead coordinated efforts to assess IEDC Action Step recommendations and undertake those recommendations with Council approval deemed necessary for a coordinated, overall economic development strategy.

II. DEPARTMENT CONTACT PERSONS

Tom Barry, City Manager, 857-4750
John R. Zakian, DR Program Manager & Chief Resilience Officer, 423-4528

III. DESCRIPTION

A. Background

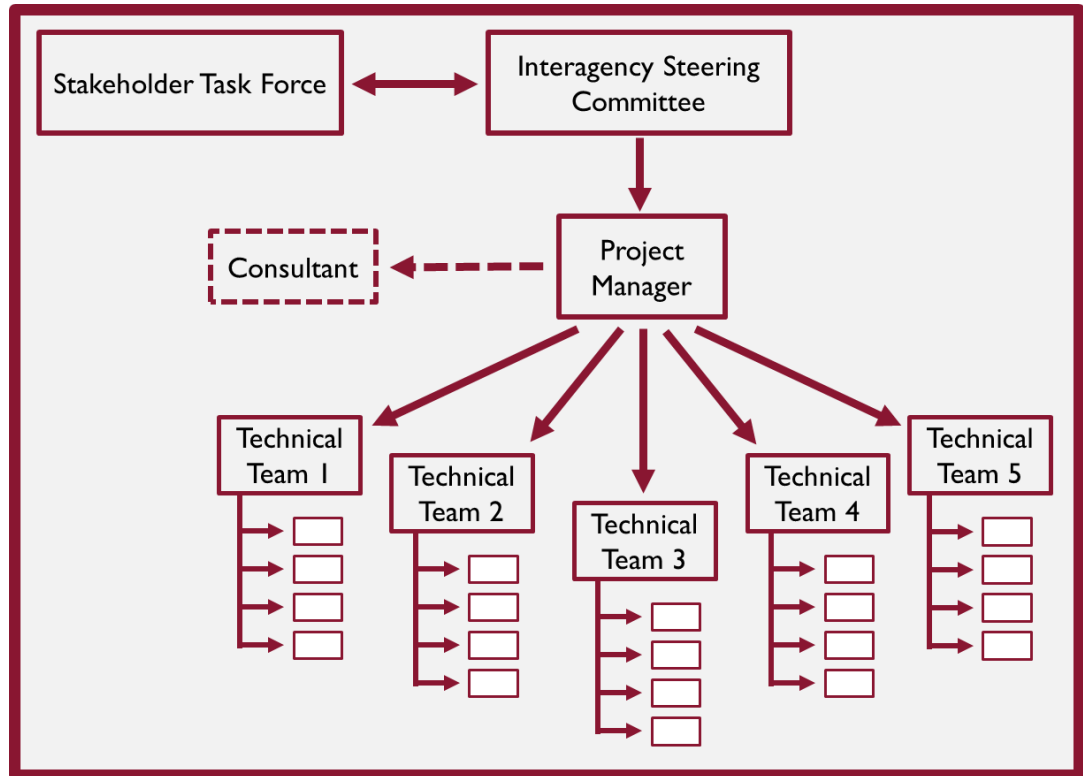
The Technical Assistance Report authored by the International Economic Development Council presents an Economic Recovery and Resiliency Strategy containing a series of suggested Action Items to be able to launch a comprehensive, proactive, coordinated and sustainable economic development strategy citywide with priority focus on the downtown. The core recommendation is that the city government undertake a leading, proactive role in formulating and launching such a coordinated strategy.

The IEDC report also acknowledges as an asset the multiple entities and organizations serving Minot in various capacities but emphasizing the critical urgent need for the City to commence constructive action to streamline and coordinate their missions and activities to maximize use of the resources available to each such organization.

The report also recommends that the city provide specific focus to multiple needs to be addressed to be able to have a successful, sustainable citywide strategy starting with a citywide umbrella entity which can serve as the steward for the citywide strategy and proactively articulate and coordinate the roles of the existing economic development organizations.

B. Proposed Project

It is recommended that the City Council establish both an Interagency Steering Committee to lead and coordinate all efforts involving implementation of prudent and feasible recommendations in the IEDC report and formally establish, as an integral part of the effort, an Economic Development Stakeholders Task Force which has been informally meeting for several months. The structure of these recommendations is envisioned in the following graphic:



It is also recommended that a Project Manager be designated to support the efforts of the Steering Committee as well as the Stakeholders Task Force and any technical committees formed by the Steering Committee to address specific recommendations in the IEDC report. It is recommended that the Project Manager be the City's Chief Resilience Officer. It is envisioned that the Steering Committee will initially have the following tasks

- Serve as decision makers and set policy and provide direction to the interagency team and direct the work of the project manager.
- Formulate the methodology and structure to create an umbrella entity to lead and coordinate a Citywide economic development strategy
- Establish Technical Committees empowered to focus on key components of the IEDC report with members appointed by the Steering Committee with expertise and interest in each such technical focus
- Engage the Stakeholders Task Force as a source of ideas and feedback involving the various recommendations of the IEDC Report as well as suggestions which supports a coordinated, comprehensive economic development strategy
- Other actions necessary to follow through on IEDC Report Recommendations
- Providing as needed action recommendations to the City Council

The role of the Stakeholders Task Force will be to meet regularly and formalize means and methods to timely exchange details and plans involving programs, activities, and projects of each of the stakeholders to afford the opportunity for all stakeholders to support and coordinate all such efforts to maximize the overall economic growth for the city. It will also serve as a key source for the Steering Committee to receive ideas and thoughts regarding initiatives and measures supporting the coordinated, citywide economic development strategy. The conceptual role of each of the primary components in the recommended structure presented follows:

Steering Committee:

- Decision Makers
- Set Policy & Provide Direction
- Composition:
 - Mayor
 - MADC Executive
 - Visit Minot Executive
 - Chamber Executive
 - DBPA President
 - City Manager
 - Others?

Project Manager:

- Reports to Steering Committee
- Have Project Management Skills
- Have Time
- Be Assertive & Self Motivated
- Be Able to Hold Others Accountable
- Accountable to the Steering Committee

Tech Teams:

- Leader Should Be a Subject Matter Expert
- Comprised of a Mix of Technical & Non-Technical Personnel and Stakeholders
- Responsible for Accomplishing the Work of Specific Tasks

IV. IMPACT:

A. Strategic Impact:

Creation and launching of the Steering Committee and the Stakeholders Task Force coordinated by a city staff person timely and effectively initiates core recommendation of the IEDC report and demonstrates the city's recognition of the importance and necessity of weighing the action steps while establishing a process that engages all needed partners in the deliberation and implementation process.

B. Service/Delivery Impact:

Creation of the Steering Committee provides an effective means to pursue new economic development initiatives in an effectively coordinated process.

C. Fiscal Impact:

No costs anticipated.

V. ALTERNATIVES

Other concepts or structures the City Council deems appropriate could be considered.

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS

None

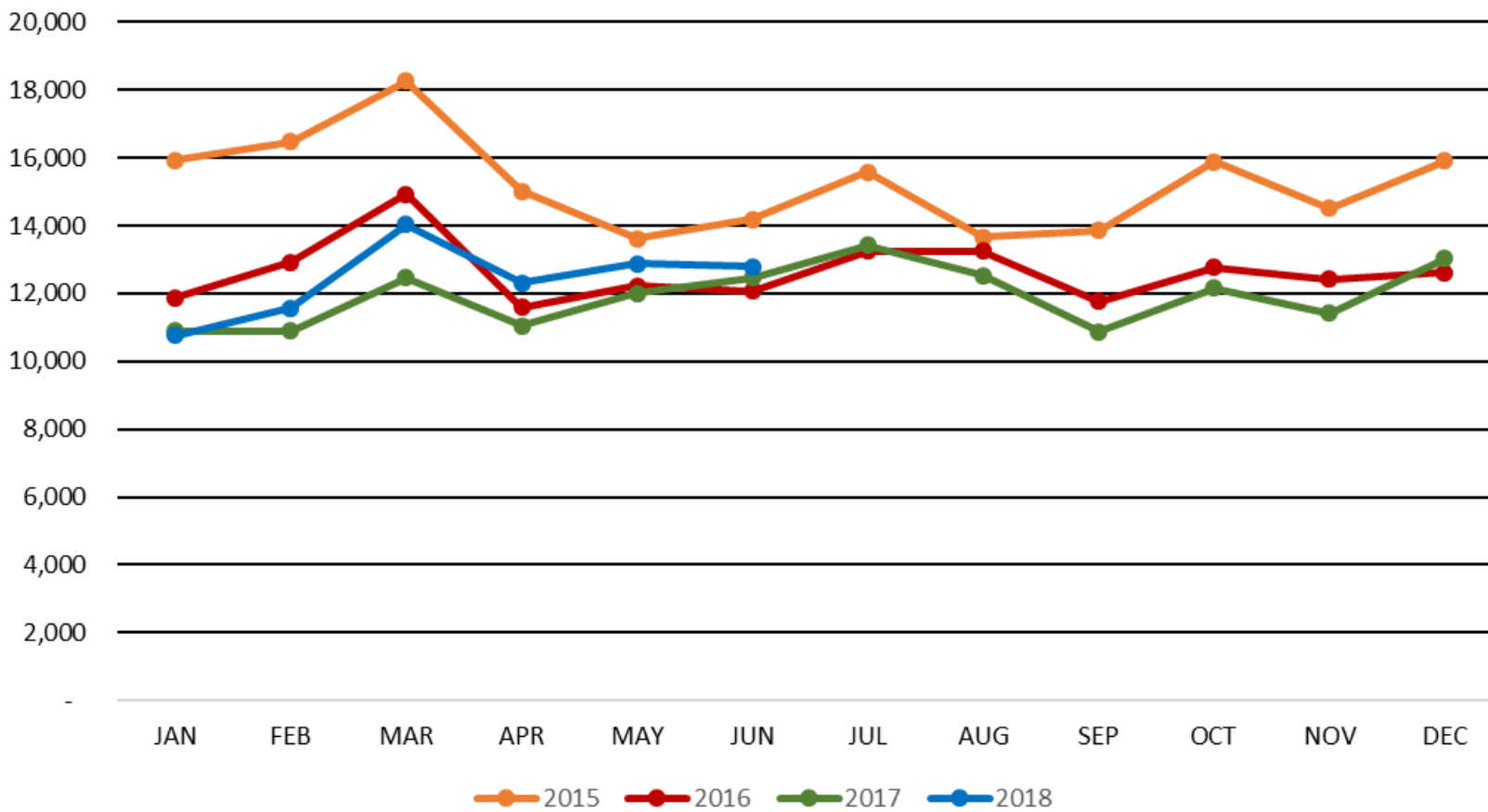
MINOT (MOT) COMMITTEE OF THE WHOLE

Airport Director's Report
31 July 2018



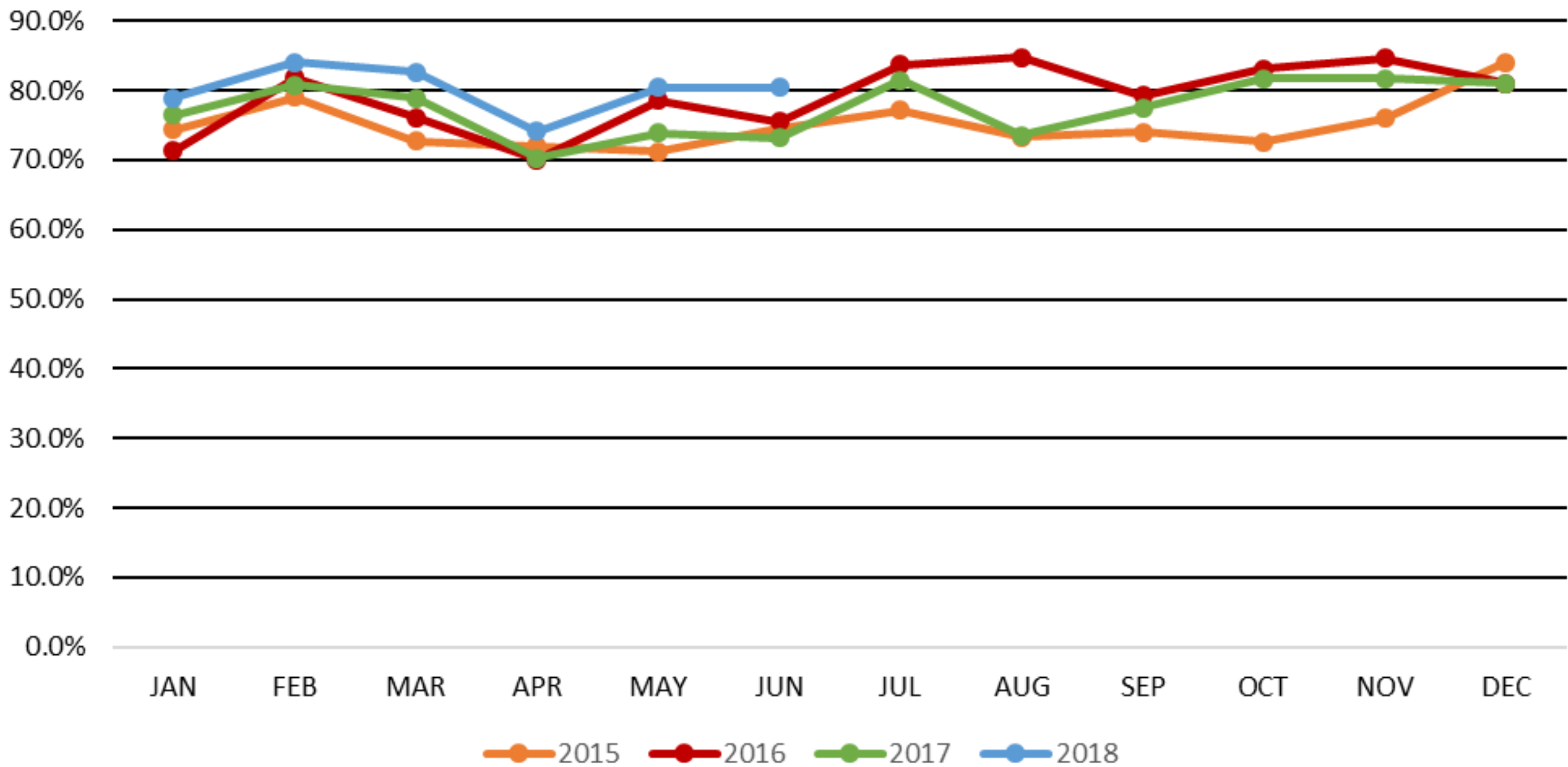
ENPLANEMENTS

Revenue Enplaned Passengers



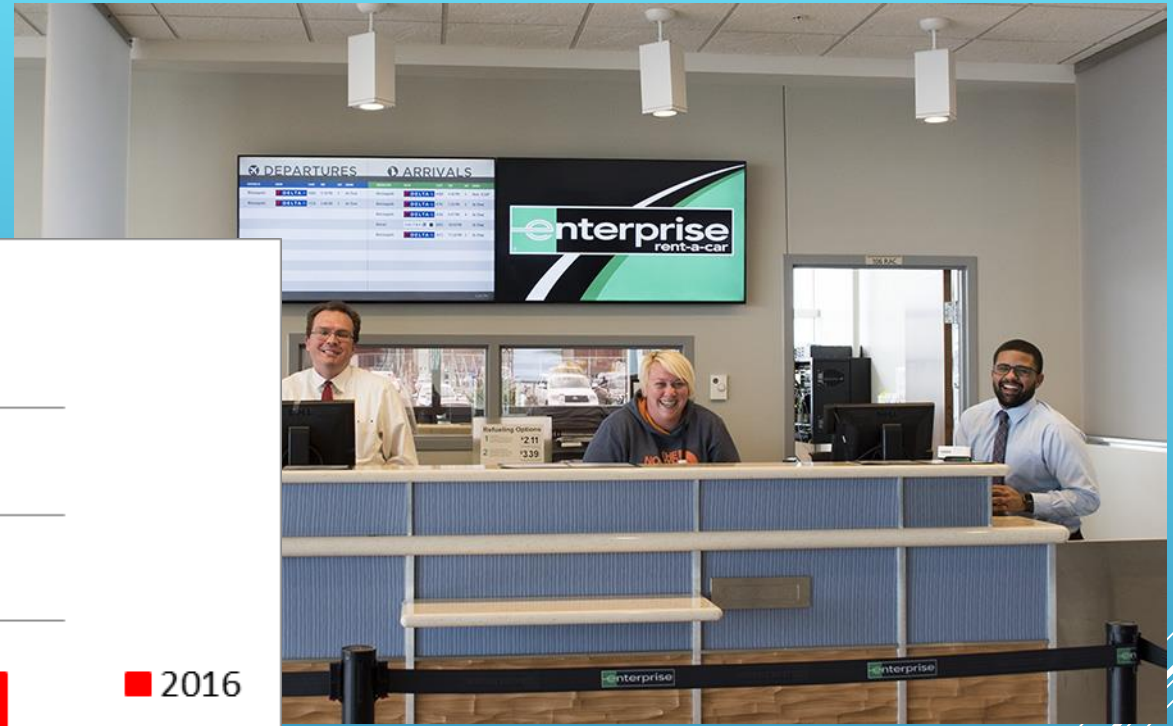
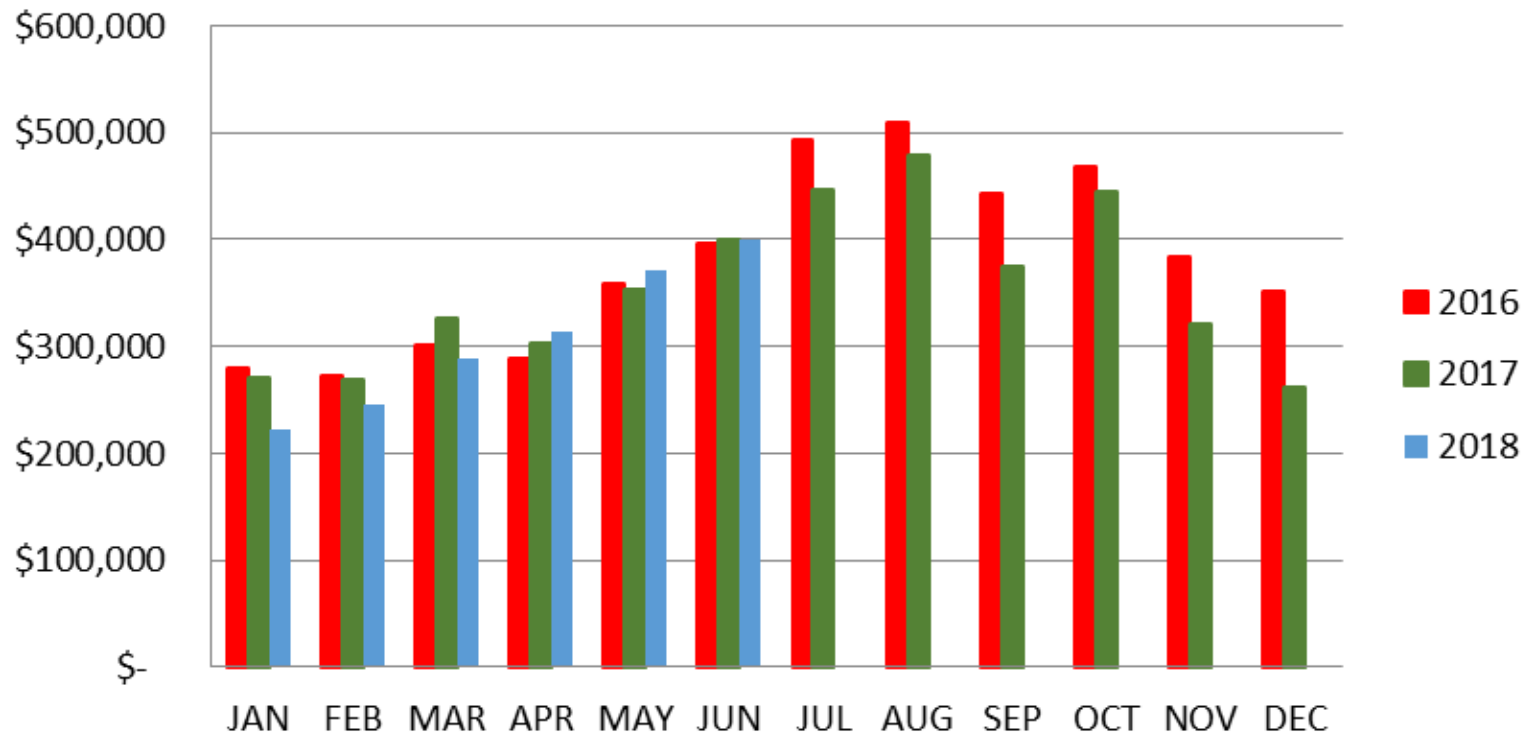
DEPARTURES					
DEPARTING TO	AIRLINE	FLT	TIME	GATE	REMARK
Minneapolis	DELTA	3889	11:01 AM	5	On Time
Houston	UNITED	2301	12:00 PM	3	On Time
Phoenix-Mesa	allegiant	181	1:00 PM	2	On Time
Denver	UNITED	5185	1:20 PM	3	On Time
Minneapolis	DELTA	4440	1:21 PM	5	On Time
Minneapolis	DELTA	4439	5:15 PM	5	On Time
Minneapolis	DELTA	3551	7:35 PM	5	On Time
Las Vegas	allegiant	447	7:50 PM	2	On Time

Monthly Load Factor (%)

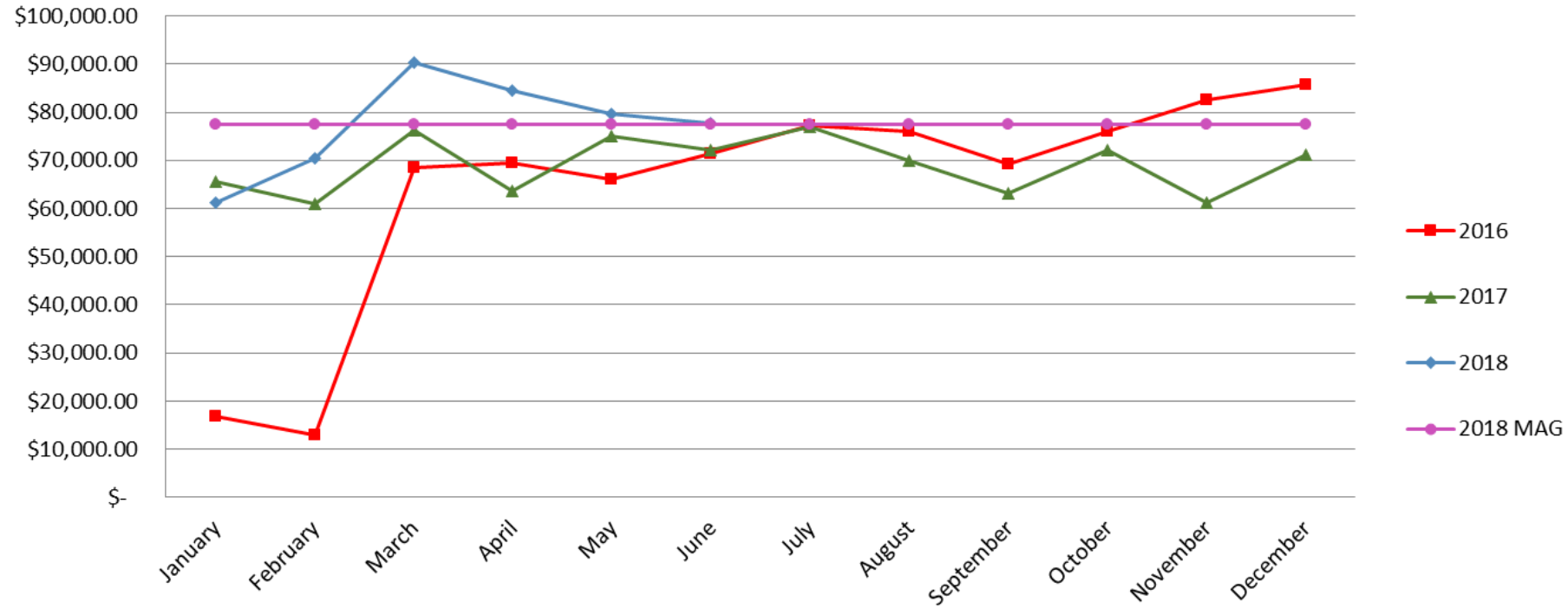


RENTAL CAR ACTIVITY

Car Rental



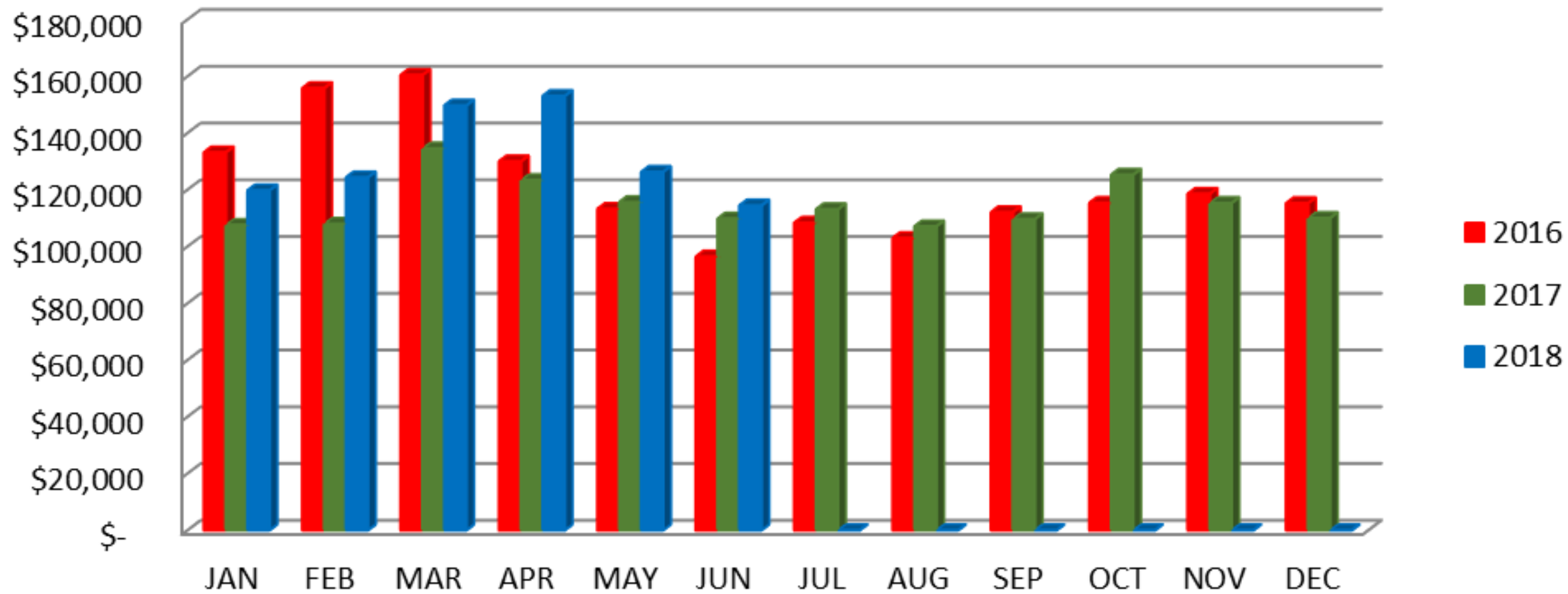
Gross Sales



CONCESSION ACTIVITY



Parking Revenue



QUESTIONS?





TO: Mayor Shaun Sipma
Members of the City Council

FROM: Rick Feltner, Airport Director

DATE: July 30, 2018

SUBJECT: FAA SUPPLEMENTAL DISCRETIONARY GRANT OPPORTUNITY

I. RECOMMENDED ACTION

1. Recommend authorization for the Airport Director to apply for a supplemental Airport Improvement Grant offered by the FAA to fund completion of Phase II and III of the General Aviation pavement rehabilitation project; and
2. Recommend authorization for the Airport Director to commence the Request for Proposal process immediately to comply with application deadline requirements; and
3. Recommend approval to award bid pending receipt of at least 90% of grant money; and
4. Recommend approval of grant money that may be offered through this supplemental opportunity which includes federal funding of at least 90% of the estimated \$1.9 million project cost; and
5. Authorize the Mayor to sign necessary documents.

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director

857-4724

III. DESCRIPTION

A. Background

The paved areas in the vicinity of the General Aviation Ramp have been identified by Airport, the FAA, and the State Aeronautics commission as being in a state of disrepair and in need of replacement. Verification of this need has been provided through a ND State Aeronautics survey of statewide airport pavement conditions as published in their most recent Pavement Condition Index Report (attached). In response, the Airport developed a multi-year Capital Improvement Plan to address the issue. This is a three-phase plan approved by Committee and Council in 2015. Phase I of the plan (the North Apron) was completed in late 2017. While design and engineering components have already been completed, construction of Phases II and III as originally included in the 2018 budget was pushed back until 2019 and beyond to address City budget concerns and the availability of FAA entitlement funding for the project. At this time, the 2019 Airport budget includes a funding request for this project at \$1.9 million (90% FAA, 5% State Aeronautics, 5% City sales tax revenue).

On July 9th of this year, the FAA announced a “Supplemental Grant” opportunity which includes small commercial service airports like MOT (attached). This is an exciting opportunity for several reasons. First, the funding being offered is “Discretionary” in nature rather than “Entitlement”. Entitlement funding is determined for commercial service airports primarily by passenger enplanement numbers. The higher the enplanements, the

more money the FAA makes available for an airport's capital projects, and funds them at 90% (with the remaining 10% shared by the State and the City). Discretionary funding on the other hand comes from a federal account that can consider funding projects according to their merits without having to qualify based on enplanement numbers. Therefore, FAA approval of this project would mean that no Entitlement funding would be required, and that money could be saved for future needs. Second, there is the possibility that the FAA will fund this project at 100%, meaning that no State or City funding would be required. The level of funding by the FAA, and in turn the State Aeronautics Commission will not be known until the grant application is reviewed and an award amount is offered. It is possible that the FAA could only award 90% of the cost of the project, in which case the City would be responsible for securing 5% from the State and paying the remaining 5% through sales tax dollars (\$95K State and \$95K City). At a later date or grant cycle, the appropriate Budget Amendment will be prepared for Committee and Council approval.

In order to be eligible for this funding in 2018, the project needed to be "shovel ready" by September 1. Since the engineering and design work for this project has been substantially completed in Phase I, the Airport need only complete the RFP process in order to meet the FAA's guidelines for an eligible project.

B. Proposed Project

This project includes Phases II and III of the rehabilitation of the General Aviation ramp identified in the attached documents. This area has been identified by the Airport, the FAA, and the State Aeronautics Commission as needing to be repaired for continued safe operation.

C. Consultant Selection

Original engineering work for this project was initiated by KLJ prior to the selection of Ulteig as the Airport's Engineer of Record. Ulteig has completed necessary modifications to the design and construction plan in order to meet FAA approval for all three phases.

IV. IMPACT:

A. Strategic Impact:

Using a supplemental grant and discretionary funding for this project will be a substantial time and cost saving advantage for the Airport if approved by the FAA. Should the project qualify for 100% federal funding, the City and State shares of the project will not be required as part of the 2019 budget. With Phase II and Phase III being combined, this project will be completed approximately two years ahead of the originally planned schedule.

B. Service/Delivery Impact:

As illustrated in the attached pavement condition report, this area is in need of significant rehabilitation. This is a safety issue as uneven pavement often leads to aircraft damage, aircraft control issues, and damage to airport snow removal equipment. Regardless of the funding source, this area will require updating in the near future in order to remain certified for use by aircraft.

C. Fiscal Impact:

The anticipated costs of Phase II and III of this project are approximately \$1.9 million. Once the application is submitted, the FAA will advise if this project has been accepted into the Supplemental Grant program, and the level of funding (in Discretionary dollars) support they are offering. The fiscal impact to the City could be as low as \$0 (if the FAA chooses to fund the entire project) or as much as \$190,000 (if the FAA funds at 90% and the State funds at 0%). State funding would be applied for in the spring of 2019, and assuming their usual participation of 5%, the City share would be reduced to \$95,000. If the offered FAA funding

is less than 90%, the Airport Director would seek Council guidance on whether or not to accept the grant.

The Airport currently has \$39,300.00 of 2018 sales tax improvement funds, as approved by City Council in the 2018 Budget Process. In addition, in the 2019 Budget, \$85,500.00 of sales tax funds are being requested. If any additional funding is required, it will be drawn from Airport Reserves.

If approved, an appropriate Budget Amendment would be brought forth for Committee and Council Approval once the grant offer is made from the FAA.

V. ALTERNATIVES

Alt 1. The Council could recommend that the current schedule with regard to this project be maintained and construction be phased into 2019. This plan has already been approved and utilizes Entitlement funding from the FAA. Although Discretionary funding is preferable from a long-term financial and timing standpoint, there would be fewer uncertainties with regard to FAA and State participation in the project.

Alt 2. There is another round of supplemental grants that the Airport can apply for in October of 2018. The Council could recommend not to pursue the funding at this time, but rather wait until the next round.

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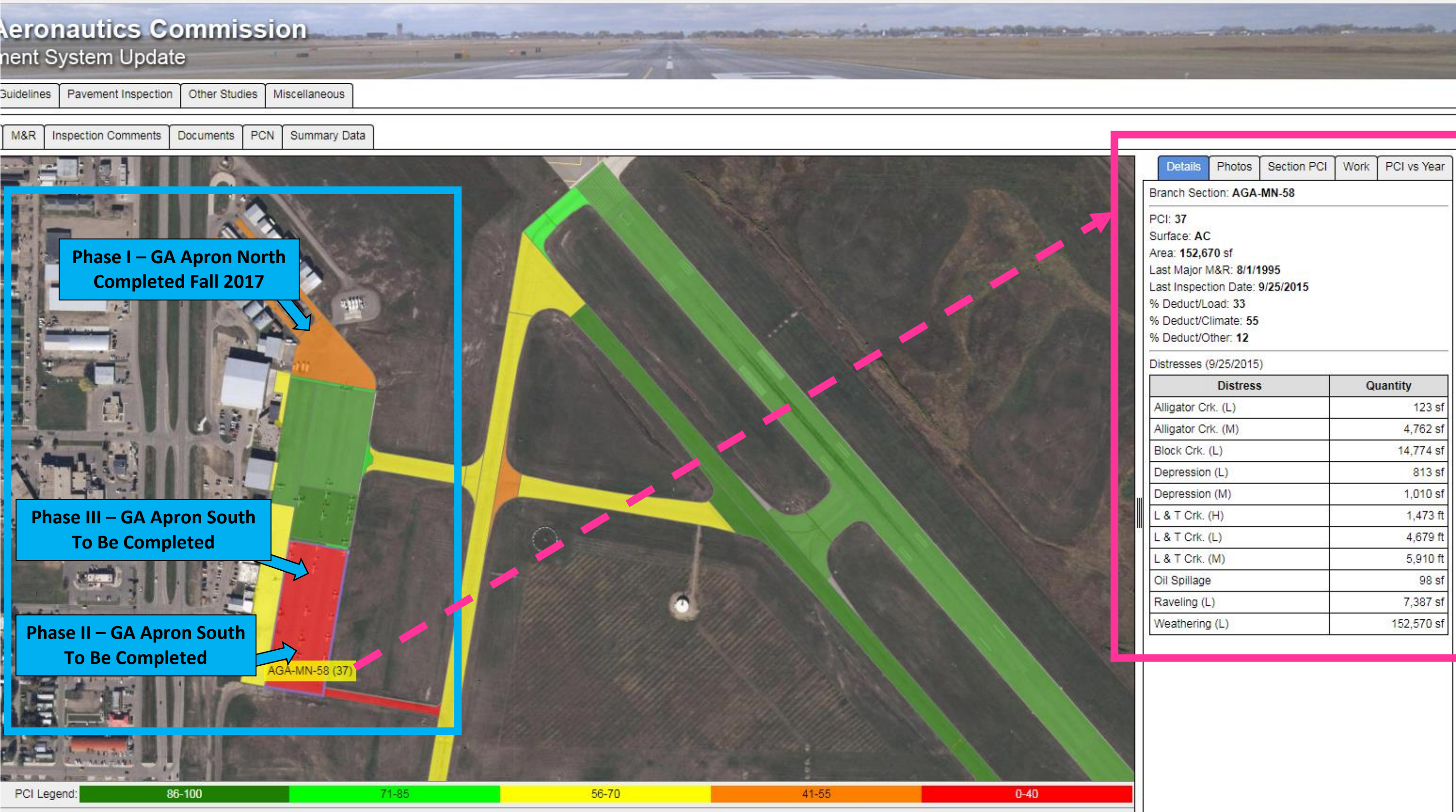
VI. TIME CONSTRAINTS

Council's approval of the recommendation is required by August 6th, 2018 in order for the Airport to meet the FAA's required timetable for having an application submitted for consideration.

VII. LIST OF ATTACHMENTS

1. PCI Snapshot
2. GA Apron Reconstruction Plans
3. Federal Register Notice of Supplemental FAA AIP Funding

GA APRON PROJECT AREAS PHASE I, II, III



Details	Photos	Section PCI	Work	PCI vs Year
Branch Section: AGA-MN-58				
PCI: 37				
Surface: AC				
Area: 152,670 sf				
Last Major M&R: 8/1/1995				
Last Inspection Date: 9/25/2015				
% Deduct/Load: 33				
% Deduct/Climate: 55				
% Deduct/Other: 12				
Distresses (9/25/2015)				
Distress	Quantity			
Alligator Crk. (L)	123 sf			
Alligator Crk. (M)	4,762 sf			
Block Crk. (L)	14,774 sf			
Depression (L)	813 sf			
Depression (M)	1,010 sf			
L & T Crk. (H)	1,473 ft			
L & T Crk. (L)	4,679 ft			
L & T Crk. (M)	5,910 ft			
Oil Spillage	98 sf			
Raveling (L)	7,387 sf			
Weathering (L)	152,570 sf			

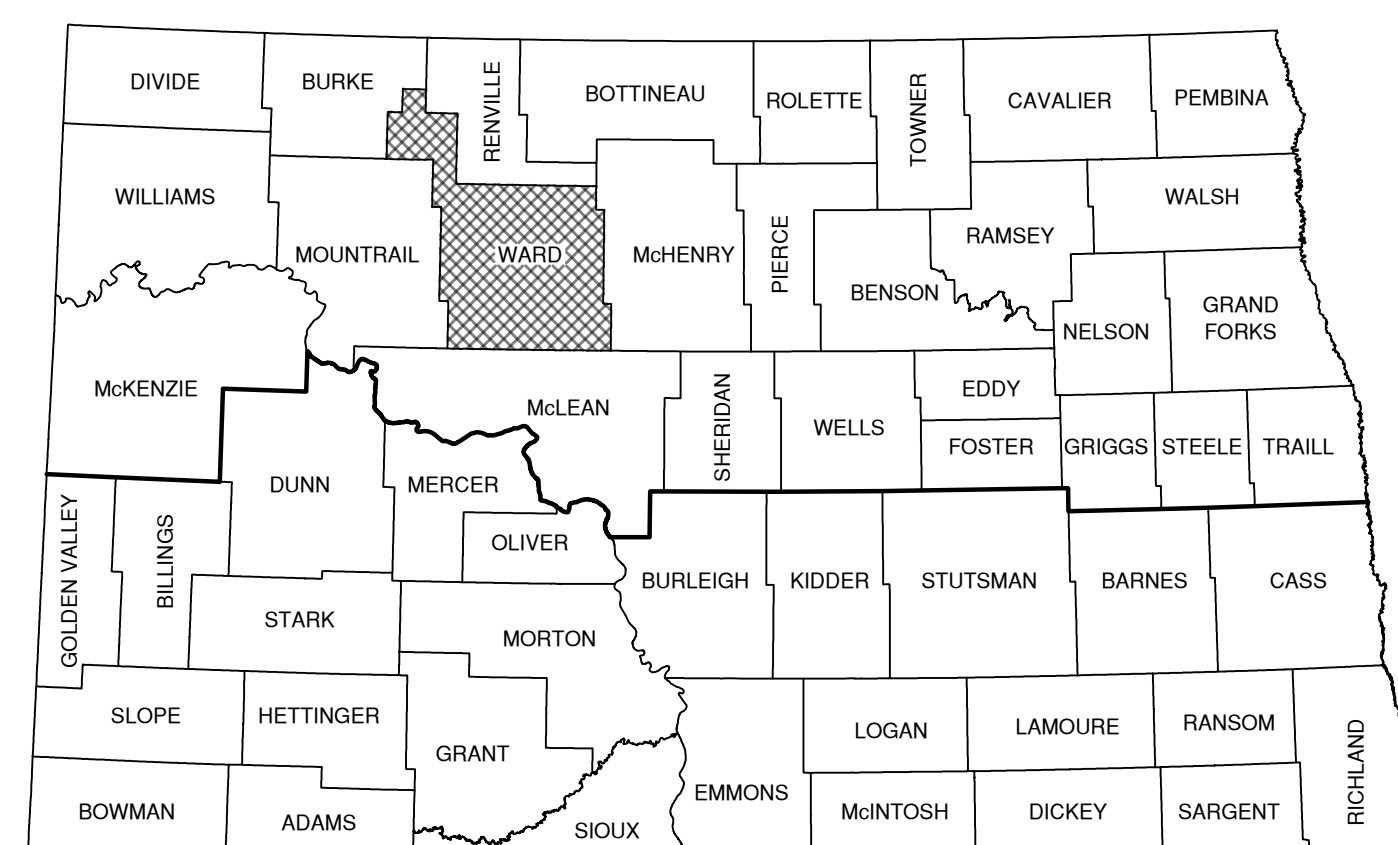
CONSTRUCTION DRAWINGS
FOR
GENERAL AVIATION APRON RECONSTRUCTION
AT
MINOT INTERNATIONAL AIRPORT

MINOT, NORTH DAKOTA
A.I.P. # 3-38-0037-053-2017
UEI 16.02082



BASIS OF SURVEY

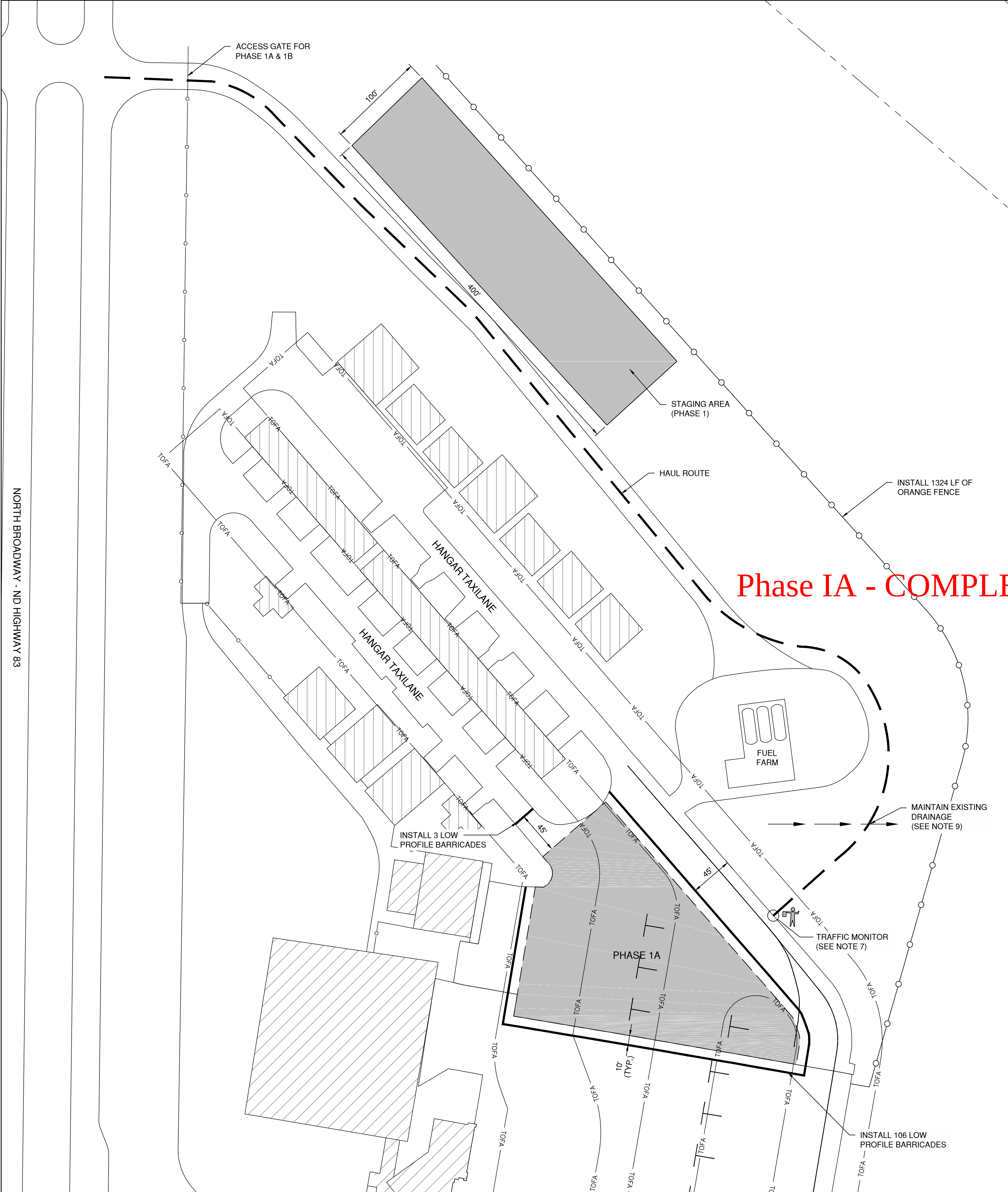
ALL DIMENSIONS SHOWN ARE IN
TERMS OF INTERNATIONAL FEET, GRID
ORIENTATION OF THIS BEARING
SYSTEM IS NORTH DAKOTA STATE
PLANE, NORTH ZONE (NAD 83)
ELEVATIONS ARE RELATIVE TO NGVD 29



STATE OF NORTH DAKOTA

SHEET INDEX

SHEET NUMBER	SHEET TITLE
	COVER SHEET
1	SAFETY PHASING PLAN
2	SAFETY PHASING PLAN PHASE 1A
3	SAFETY PHASING PLAN PHASE 1B
4	SAFETY PHASING PLAN PHASE 2
5	SAFETY PHASING PLAN PHASE 3
6	DEMOLITION PLAN
7	UNDERDRAIN PLAN
8	UNDERDRAIN DETAILS
9	GRADING PLAN PHASE 1
10	GRADING PLAN PHASE 2 & 3
11	TYPICAL SECTIONS
12	SEEDING, MARKING, & EROSION CONTROL PLAN PHASE 1
13	SEEDING, MARKING, & EROSION CONTROL PLAN PHASE 2 & 3
14	MARKING & EROSION CONTROL DETAILS



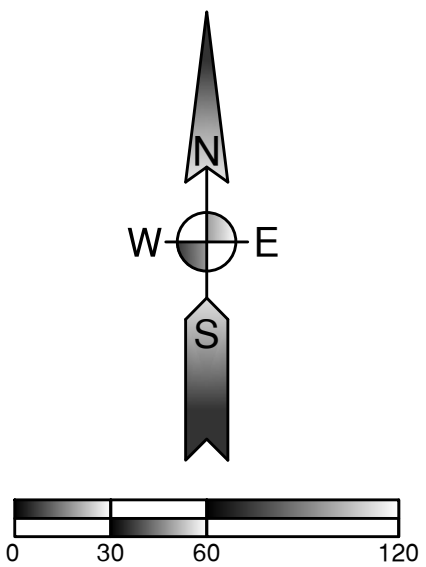
- NOTE:**
SEE SAFETY PHASING PLAN FOR GENERAL CONSTRUCTION SAFETY, PROJECT NOTES AND LIMITATIONS OF SAFETY PLAN.
- PHASE 1A - NORTH SECTION OF GA APRON:**
1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER A MINIMUM OF 7 CALENDAR DAYS IN ADVANCE OF BEGINNING CONSTRUCTION.
 2. DURING PHASE 1A, THE CONTRACTOR SHALL COMPLETE THE RECONSTRUCTION OF THE DESIGNATED AREA OF THE NORTH SECTION OF THE GENERAL AVIATION APRON. THE G.A. APRON SHALL BE CLOSED BY CONSTRUCTION BARRICADES (AS SHOWN) FOR THIS PHASE OF WORK. CONTRACTOR ACCESS TO THIS AREA SHALL BE THROUGH AN EXISTING AIRPORT SECURITY FENCE NORTHWEST OF THE STAGING AREA. THE CONTRACTOR SHALL MAINTAIN AIRPORT SECURITY AT ALL TIMES BY EITHER SECURING THE GATE WITH AN APPROVED LOCK OR BY A GATE GUARD. THIS SECURITY WORK SHALL BE INCIDENTAL TO OTHER BID ITEMS.
 3. ANY AND ALL DAMAGE TO THE EXISTING PAVEMENTS AND TURF SHALL BE REPAIRED AND/OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL TAKE THIS INTO ACCOUNT WHEN CHOOSING THE TYPES OF CONSTRUCTION EQUIPMENT AND EQUIPMENT LOADING.
 4. THE EXPECTED MAXIMUM HEIGHT OF CONSTRUCTION EQUIPMENT IS 25 FEET. THE CONTRACTOR SHALL VERIFY ANY EQUIPMENT HEIGHT MORE THAN 25 FEET AND SUBMIT ALL REVISIONS FOR REVIEW AND INCORPORATION INTO THE SAFETY PLAN. CONSTRUCTION EQUIPMENT WILL NOT EXCEED FAR PART 77 - 20:1 SURFACES.
 5. CONTRACTOR SHALL SUPPLY SIGNAGE ON HIGHWAY AS REQUIRED BY THE CITY OF MINOT. CONTACT CITY ENGINEERING DEPARTMENT TO DETERMINE SIGNAGE THAT IS REQUIRED.
 6. CONTRACTOR TO MAINTAIN ACCESS FOR FUEL TRANSPORTS ON HAUL ROUTE.
 7. HAUL ROUTE CROSSES ACTIVE TAXIWAY. AIRCRAFT TO HAVE RIGHT AWAY. CONTRACTOR SHALL PROVIDE A TRAFFIC MONITOR.
 8. ALL AREAS ACTIVE TO AIR TRAFFIC SHALL BE KEPT CLEAR OF F.O.D. AT ALL TIMES.
 9. DRAINAGE SHALL BE INSTALLED AND MAINTAINED BY METHODS APPROVED BY THE ENGINEER.
 10. PHASE 1B CAN NOT BEGIN UNTIL PHASE 1A IS COMPLETE AND USEABLE TO AIR TRAFFIC.
 11. THE CONTRACT TIME FOR THIS PHASE SHALL BE 24 WORKING DAYS AND SHALL COMMENCE WITH THE NOTICE TO PROCEED.

**GENERAL
AVIATION APRON
RECONSTRUCTION**
Minot International Airport
Minot, North Dakota

Revision	Date	Description	By

LEGEND

- PHASE 1A
- TEMPORARY HAUL ROUTE
- LIMITS OF CONSTRUCTION
- LOW PROFILE BARRICADES
- DRAINAGE DIRECTION
- TRAFFIC MONITOR

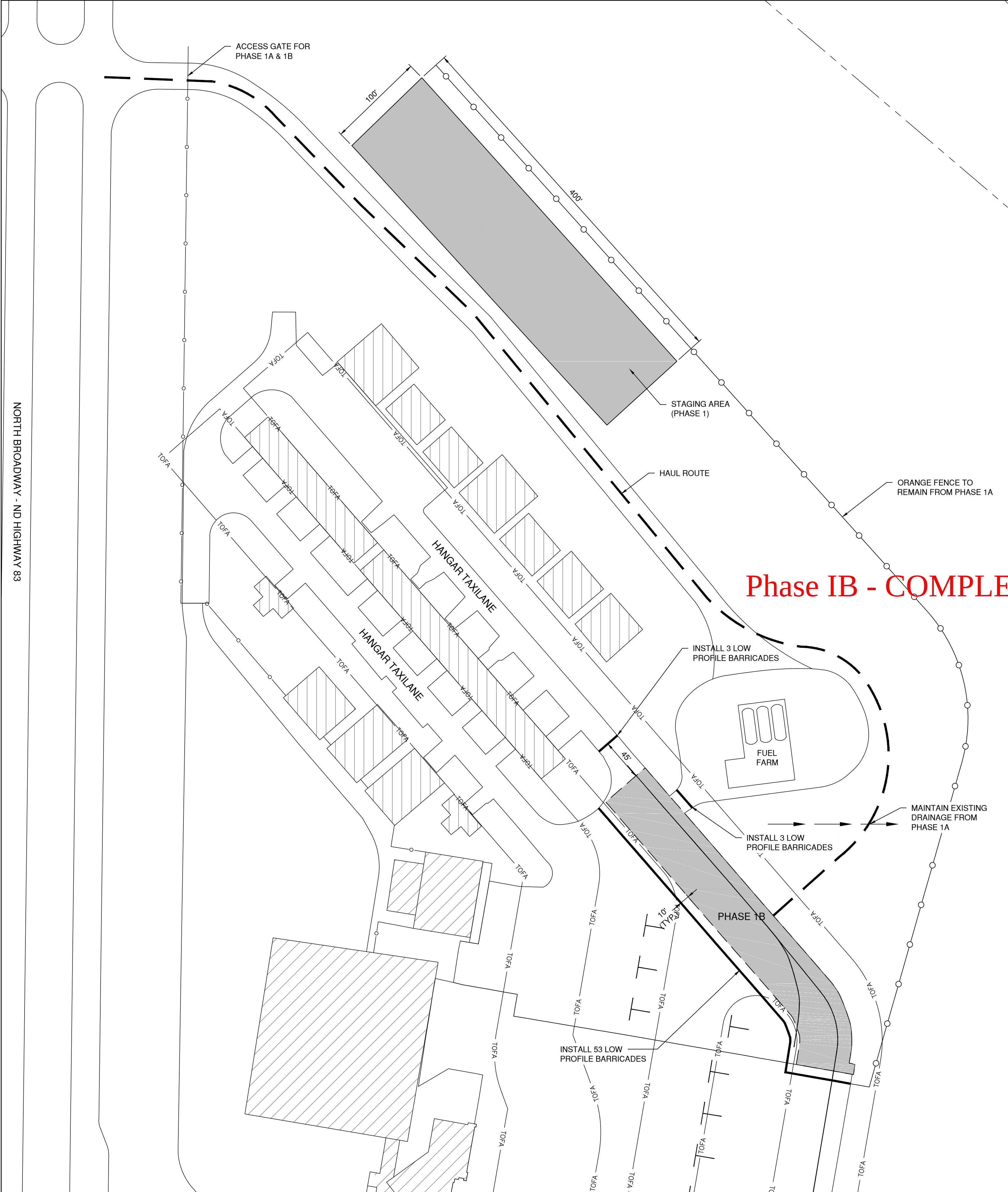


**PRELIMINARY NOT
FOR
CONSTRUCTION**
4/26/2017



We listen. We solve.™
3350 38th Avenue South
 Fargo, North Dakota 58104
 Phone: 701-280-8500 Fax: 701-280-8739
 Web: www.ulteig.com
 Drawn By: ABC
 Checked By: ABC
 Approved By: ABC

**SAFETY PHASING PLAN
PHASE 1A**

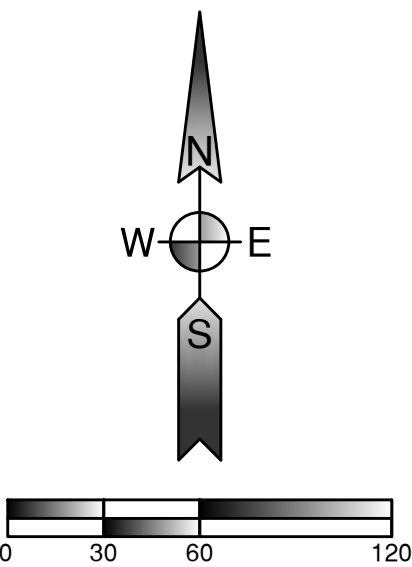


- NOTE:**
SEE SAFETY PHASING PLAN FOR GENERAL CONSTRUCTION SAFETY, PROJECT NOTES AND LIMITATIONS OF SAFETY PLAN.
- PHASE 1B - NORTH SECTION OF GA APRON:**
1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER A MINIMUM OF 7 CALENDAR DAYS IN ADVANCE OF BEGINNING CONSTRUCTION.
 2. DURING PHASE 1B, THE CONTRACTOR SHALL COMPLETE THE RECONSTRUCTION OF THE DESIGNATED AREA OF THE NORTH SECTION OF THE GENERAL AVIATION APRON. THE G.A. APRON SHALL BE CLOSED BY CONSTRUCTION BARRICADES (AS SHOWN) FOR THIS PHASE OF WORK. CONTRACTOR ACCESS TO THIS AREA SHALL BE THROUGH AN EXISTING AIRPORT SECURITY FENCE NORTHWEST OF THE STAGING AREA. THE CONTRACTOR SHALL MAINTAIN AIRPORT SECURITY AT ALL TIMES BY EITHER SECURING THE GATE WITH AN APPROVED LOCK OR BY A GATE GUARD. THIS SECURITY WORK SHALL BE INCIDENTAL TO OTHER BID ITEMS.
 3. ANY AND ALL DAMAGE TO THE EXISTING PAVEMENTS AND TURF SHALL BE REPAIRED AND/OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL TAKE THIS INTO ACCOUNT WHEN CHOOSING THE TYPES OF CONSTRUCTION EQUIPMENT AND EQUIPMENT LOADING.
 4. THE EXPECTED MAXIMUM HEIGHT OF CONSTRUCTION EQUIPMENT IS 25 FEET. THE CONTRACTOR SHALL VERIFY ANY EQUIPMENT HEIGHT MORE THAN 25 FEET AND SUBMIT ALL REVISIONS FOR REVIEW AND INCORPORATION INTO THE SAFETY PLAN. CONSTRUCTION EQUIPMENT WILL NOT EXCEED FAR PART 77 - 20.1 SURFACES.
 5. CONTRACTOR SHALL SUPPLY SIGNAGE ON HIGHWAY AS REQUIRED BY THE CITY OF MINOT. CONTACT CITY ENGINEERING DEPARTMENT TO DETERMINE SIGNAGE THAT IS REQUIRED.
 6. CONTRACTOR TO MAINTAIN ACCESS FOR FUEL TRANSPORTS ON HAUL ROUTE.
 7. PHASE 1B CAN NOT BEGIN UNTIL PHASE 1A IS COMPLETE AND USEABLE TO AIR TRAFFIC.
 8. THE CONTRACT TIME FOR THIS PHASE SHALL BE 14 WORKING DAYS AND SHALL COMMENCE WITH THE CLOSURE OF PHASE 1B WORKING AREA

**GENERAL
AVIATION APRON
RECONSTRUCTION**
Minot International Airport
Minot, North Dakota

Revision	Date	Description	By

- LEGEND**
- PHASE 1B
 - TEMPORARY HAUL ROUTE
 - LIMITS OF CONSTRUCTION
 - LOW PROFILE BARRICADES
 - DRAINAGE DIRECTION



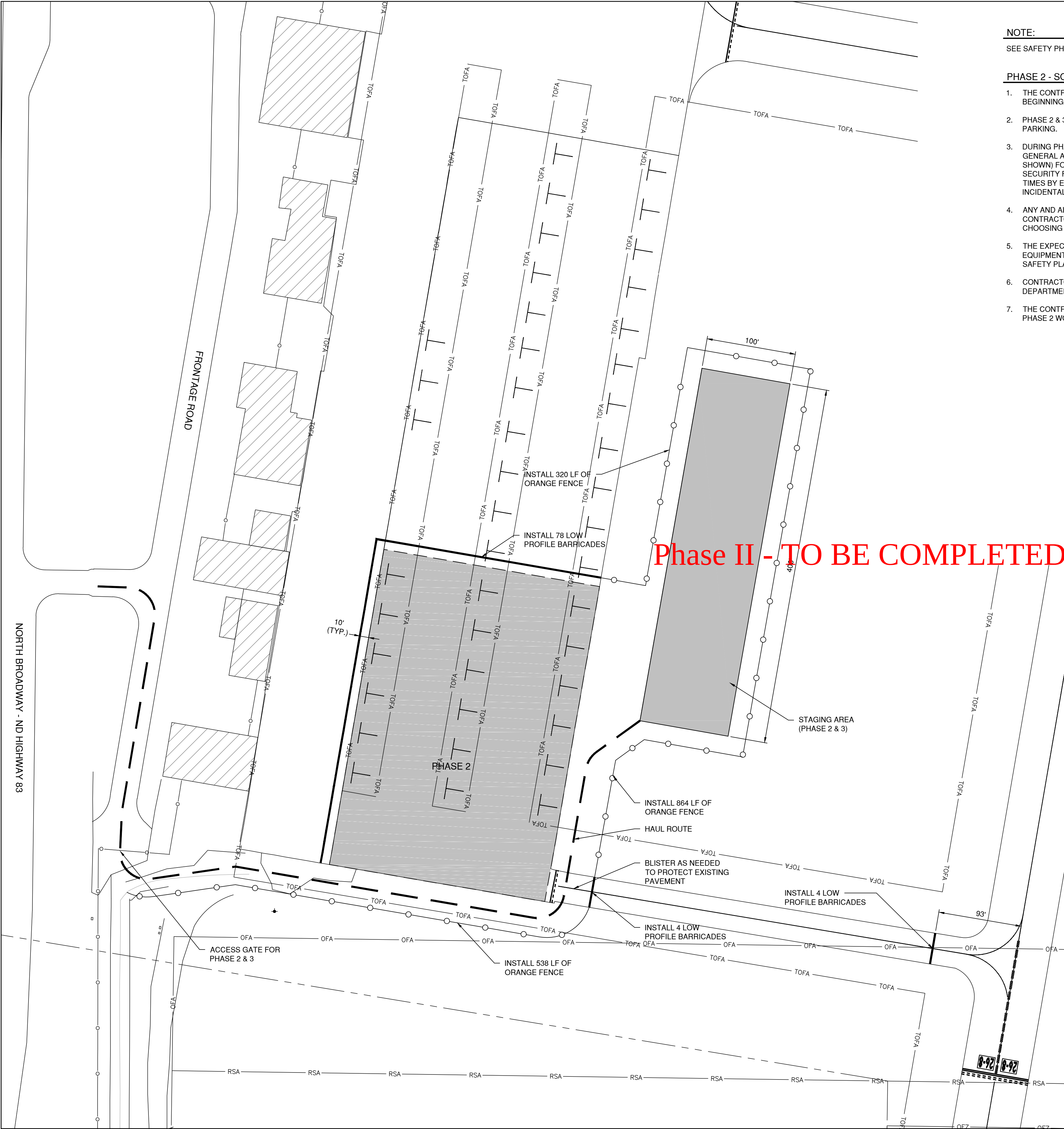
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4/26/2017



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 Approved By: ABC

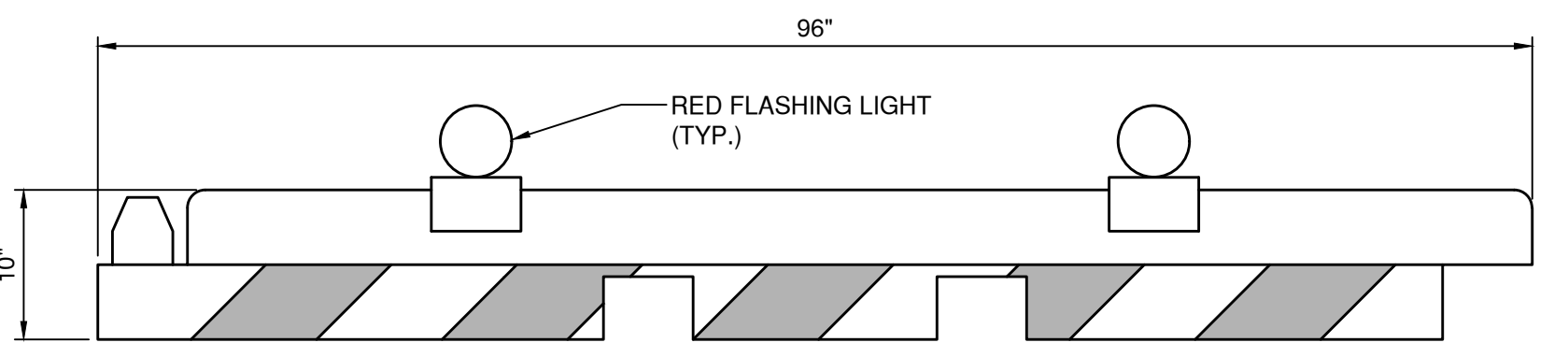
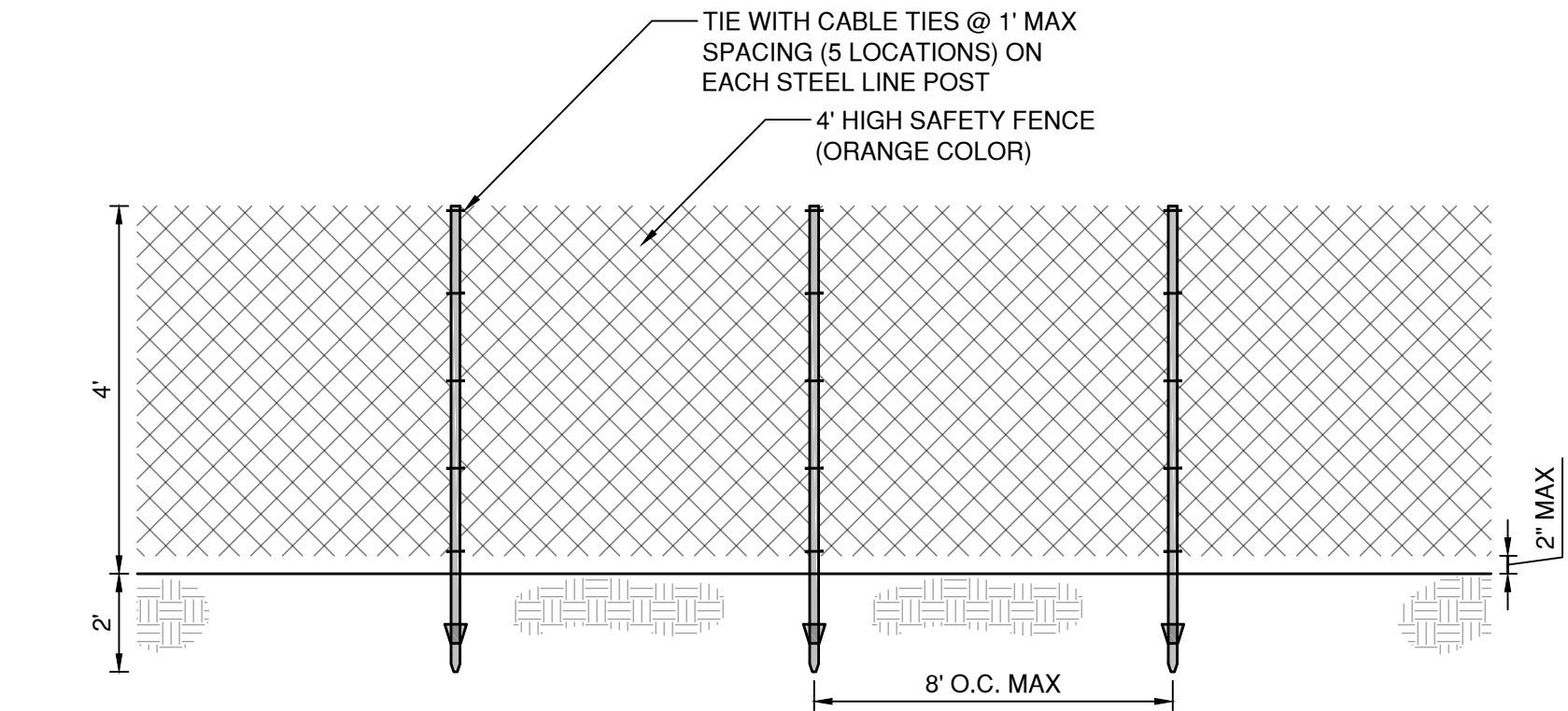
**SAFETY PHASING PLAN
PHASE 1B**

Project Number: 16.02082
Date: April 26, 2017
Sheets: 3 of 14



Phase II - TO BE COMPLETED

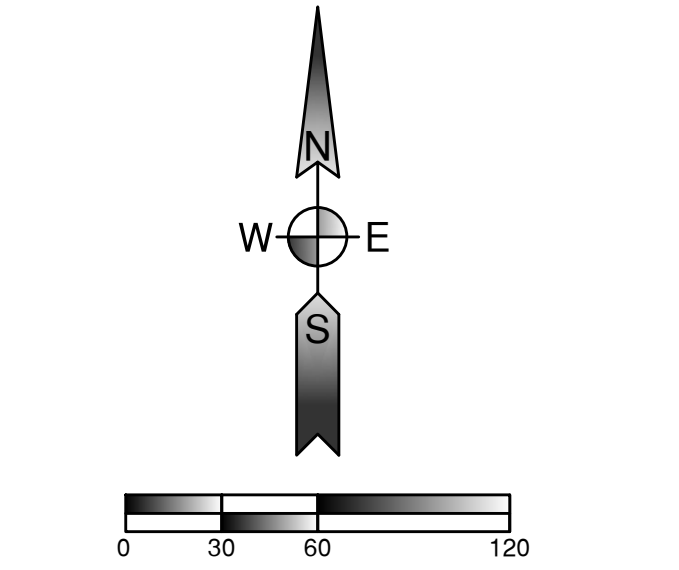
- NOTE:**
SEE SAFETY PHASING PLAN FOR GENERAL CONSTRUCTION SAFETY, PROJECT NOTES AND LIMITATIONS OF SAFETY PLAN.
- PHASE 2 - SOUTH SECTION OF GA APRON:**
1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER A MINIMUM OF 7 CALENDAR DAYS IN ADVANCE OF BEGINNING CONSTRUCTION OF PHASE 2.
 2. PHASE 2 & 3 CANNOT BE WORKED ON CONCURRENTLY DUE TO NEEDING TO MAINTAIN A MINIMUM AMOUNT OF AIRCRAFT PARKING.
 3. DURING PHASE 2, THE CONTRACTOR SHALL COMPLETE THE RECONSTRUCTION OF THE SOUTH SECTION OF THE GENERAL AVIATION APRON. THE GENERAL AVIATION APRON SHALL BE CLOSED BY CONSTRUCTION BARRICADES (AS SHOWN) FOR THIS PHASE OF WORK. CONTRACTOR ACCESS TO THIS AREA SHALL BE THROUGH AN EXISTING AIRPORT SECURITY FENCE SOUTHWEST OF THE G.A. APRON. THE CONTRACTOR SHALL MAINTAIN AIRPORT SECURITY AT ALL TIMES BY EITHER SECURING THE GATE WITH AN APPROVED LOCK OR BY A GATE GUARD. THIS SECURITY WORK SHALL BE INCIDENTAL TO OTHER BID ITEMS.
 4. ANY AND ALL DAMAGE TO THE EXISTING PAVEMENTS AND TURF SHALL BE REPAIRED AND/OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL TAKE THIS INTO ACCOUNT WHEN CHOOSING THE TYPES OF CONSTRUCTION EQUIPMENT AND EQUIPMENT LOADING.
 5. THE EXPECTED MAXIMUM HEIGHT OF CONSTRUCTION EQUIPMENT IS 25 FEET. THE CONTRACTOR SHALL VERIFY ANY EQUIPMENT HEIGHT MORE THAN 25 FEET AND SUBMIT ALL REVISIONS FOR REVIEW AND INCORPORATION INTO THE SAFETY PLAN. CONSTRUCTION EQUIPMENT WILL NOT EXCEED FAR PART 77 - 20:1 SURFACES.
 6. CONTRACTOR SHALL SUPPLY SIGNAGE ON HIGHWAY AS REQUIRED BY THE CITY OF MINOT. CONTACT CITY ENGINEERING DEPARTMENT TO DETERMINE SIGNAGE THAT IS REQUIRED.
 7. THE CONTRACT TIME FOR THIS PHASE SHALL BE 32 WORKING DAYS AND SHALL COMMENCE WITH THE CLOSURE OF PHASE 2 WORKING AREA.



**GENERAL
AVIATION APRON
RECONSTRUCTION**
Minot International Airport
Minot, North Dakota

Revision	Date	Description	By

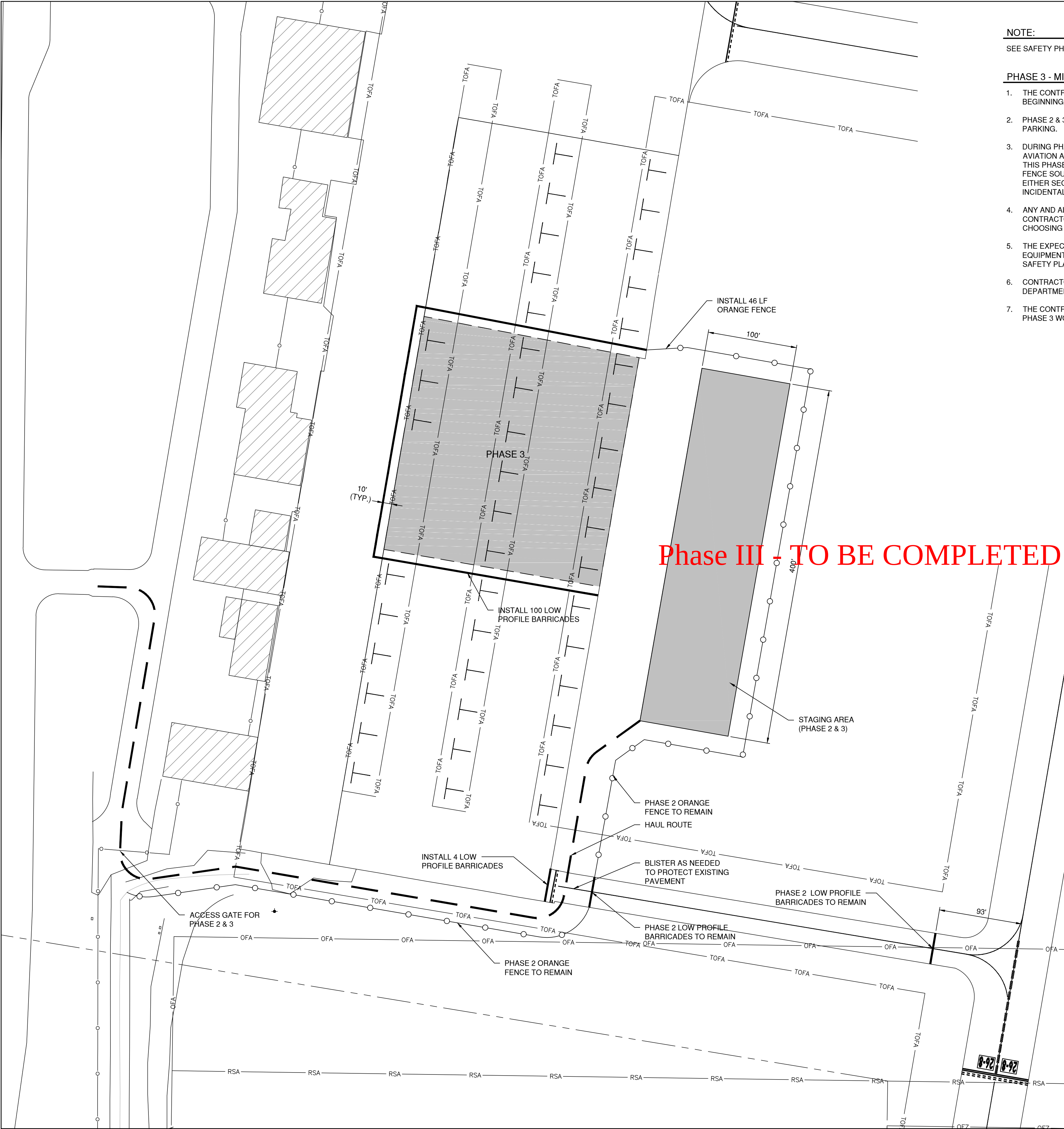
- LEGEND**
- PHASE 2
 - TEMPORARY HAUL ROUTE
 - LIMITS OF CONSTRUCTION
 - LOW PROFILE BARRICADES



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 Checked By: ABC
 Approved By: ABC

**SAFETY PHASING PLAN
PHASE 2**

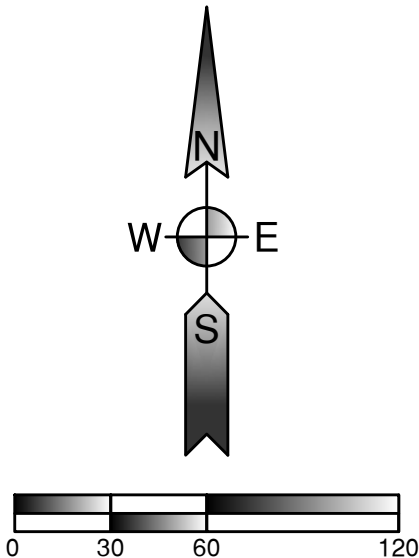


- NOTE:**
SEE SAFETY PHASING PLAN FOR GENERAL CONSTRUCTION SAFETY, PROJECT NOTES AND LIMITATIONS OF SAFETY PLAN.
- PHASE 3 - MID SECTION OF GA APRON:**
1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER A MINIMUM OF 7 CALENDAR DAYS IN ADVANCE OF BEGINNING CONSTRUCTION ON PHASE 3.
 2. PHASE 2 & 3 CANNOT BE WORKED ON CONCURRENTLY DUE TO NEEDING TO MAINTAIN A MINIMUM AMOUNT OF AIRPLANE PARKING.
 3. DURING PHASE 3, THE CONTRACTOR SHALL COMPLETE THE RECONSTRUCTION OF THE MID SECTION OF THE GENERAL AVIATION APRON. THE GENERAL AVIATION APRON SHALL BE CLOSED BY CONSTRUCTION BARRICADES (AS SHOWN) FOR THIS PHASE OF WORK. CONTRACTOR ACCESS TO THIS AREA SHALL BE THROUGH AN EXISTING AIRPORT SECURITY FENCE SOUTHWEST OF THE G.A. APRON. THE CONTRACTOR SHALL MAINTAIN AIRPORT SECURITY AT ALL TIMES BY EITHER SECURING THE GATE WITH AN APPROVED LOCK OR BY A GATE GUARD. THIS SECURITY WORK SHALL BE INCIDENTAL TO OTHER BID ITEMS.
 4. ANY AND ALL DAMAGE TO THE EXISTING PAVEMENTS AND TURF SHALL BE REPAIRED AND/OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL TAKE THIS INTO ACCOUNT WHEN CHOOSING THE TYPES OF CONSTRUCTION EQUIPMENT AND EQUIPMENT LOADING.
 5. THE EXPECTED MAXIMUM HEIGHT OF CONSTRUCTION EQUIPMENT IS 25 FEET. THE CONTRACTOR SHALL VERIFY ANY EQUIPMENT HEIGHT MORE THAN 25 FEET AND SUBMIT ALL REVISIONS FOR REVIEW AND INCORPORATION INTO THE SAFETY PLAN. CONSTRUCTION EQUIPMENT WILL NOT EXCEED FAR PART 77 - 20:1 SURFACES.
 6. CONTRACTOR SHALL SUPPLY SIGNAGE ON HIGHWAY AS REQUIRED BY THE CITY OF MINOT. CONTACT CITY ENGINEERING DEPARTMENT TO DETERMINE SIGNAGE THAT IS REQUIRED.
 7. THE CONTRACT TIME FOR THIS PHASE SHALL BE 24 WORKING DAYS AND SHALL COMMENCE WITH THE CLOSURE OF PHASE 3 WORKING AREA.

**GENERAL
AVIATION APRON
RECONSTRUCTION**
Minot International Airport
Minot, North Dakota

Revision	Date	Description	By

- LEGEND**
- PHASE 3
 - TEMPORARY HAUL ROUTE
 - LIMITS OF CONSTRUCTION
 - LOW PROFILE BARRICADES



**PRELIMINARY NOT
FOR
CONSTRUCTION**
4/26/2017

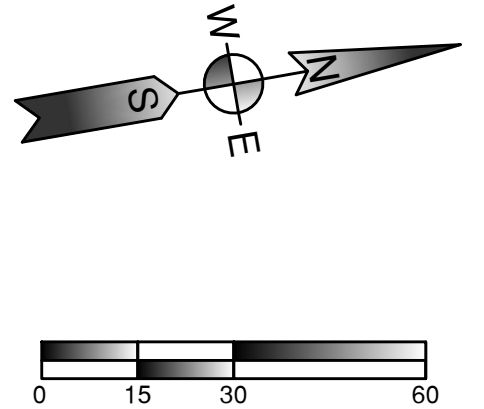


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Drawn By: ABC
Checked By: ABC
Approved By: ABC

**SAFETY PHASING PLAN
PHASE 3**

Project Number: 16.02082
Date: April 26, 2017
Sheets: 5 of 14

Revision	Date	Description	By



SEEDING, MARKING, & EROSION CONTROL PLAN PHASE 2 & 3

13

SILT FENCE

SEEDING WITH BONDED FIBER MATRIX

INLET PROTECTION

1. THE CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. ULTEIG ENGINEERS INC. DOES NOT CERTIFY THE ACCURACY OR COMPLETENESS OF THE UTILITIES SHOWN. PERSONS USING THIS SURVEY SHALL CONTACT EACH UTILITY COMPANY PRIOR TO CONSTRUCTION TO VERIFY ALL UTILITIES.
3. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. THE CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION.
5. EROSION CONTROL QUANTITIES SHALL BE DETERMINED BY THE ENGINEER AT THE TIME OF CONSTRUCTION.
6. CONTRACTOR SHALL GRADE, SEED & MULCH AREAS DISTURBED OUTSIDE OF CONSTRUCTION LIMITS AT NO COST TO THE OWNER.
7. CONTRACTOR TO REMOVE EROSION CONTROL DEVICES UPON ESTABLISHMENT OF TURF.
8. PAVEMENT MARKING SHALL COMPLY TO THE CURRENT VERSION OF FAA ADVISORY CIRCULAR 150/5340.
9. ALL YELLOW PAVEMENT MARKINGS SHALL RECEIVE GLASS BEADS. GLASS BEADS SHALL BE INCIDENTAL TO UNIT COST OF PAVEMENT MARKING.

PHASE 3
SEEDING WITH BONDED FIBER MATRIX - 635 SY
TOPSOILING 4" - 635 SY
SILT FENCING - 570 LF
INSTALL INLET PROTECTION - 1 EA
INSTALL TIEDOWNS - 54 EA
PAVEMENT MARKING - 396 SF

PHASE 3
SEEDING WITH BONDED FIBER MATRIX - 293 SY
TOPSOILING 4" - 293 SY
SILT FENCING - 260 LF
INSTALL TIEDOWNS - 51 EA
PAVEMENT MARKING - 390 SF

consumptive use of water pursuant to the Commission's approval by rule process set forth in 18 CFR 806.22(e) and 806.22(f) for the time period specified above:

Approvals by Rule Issued Under 18 CFR 806.22(f)

1. Repsol Oil & Gas USA, LLC, Pad ID: REPINE (07 022) T, ABR-201305009.R1, Apolacon Township, Susquehanna County, Pa.; Consumptive Use of Up to 6.0000 mgd; Approval Date: May 3, 2018.

2. Chesapeake Appalachia, LLC, Pad ID: BIM, ABR-201311006.R1, Wilmot Township, Bradford County, Pa.; Consumptive Use of Up to 7.5000 mgd; Approval Date: May 14, 2018.

3. Chief Oil & Gas, LLC, Pad ID: Kupscznk B Drilling Pad, ABR-201311007.R1, Springville Township, Susquehanna County, Pa.; Consumptive Use of Up to 2.0000 mgd; Approval Date: May 17, 2018.

4. Pennsylvania General Energy Company, LLC, Pad ID: COP Tract 322 Pad E, ABR-201308002.R1, Cummings Township, Lycoming County, Pa.; Consumptive Use of Up to 4.5000 mgd; Approval Date: May 21, 2018.

5. Chief Oil & Gas, LLC, Pad ID: Garrison West Drilling Pad, ABR-201311010.R1, Lemon Township, Wyoming County, Pa.; Consumptive Use of Up to 2.0000 mgd; Approval Date: May 24, 2018.

6. ARD Operating, LLC, Pad ID: Larry's Creek F&G Pad G, ABR-201308007.R1, Mifflin Township, Lycoming County, Pa.; Consumptive Use of Up to 4.0000 mgd; Approval Date: May 29, 2018.

7. ARD Operating, LLC, Pad ID: Elbow F&G Pad D, ABR-201309013.R1, Cogan House Township, Lycoming County, Pa.; Consumptive Use of Up to 4.0000 mgd; Approval Date: May 29, 2018.

8. ARD Operating, LLC, Pad ID: Kenmar HC Pad A, ABR-201309014.R1, Cogan House Township, Lycoming County, Pa.; Consumptive Use of Up to 4.0000 mgd; Approval Date: May 29, 2018.

9. ARD Operating, LLC, Pad ID: Alden Evans Pad A, ABR-201805001, Cascade Township, Lycoming County, Pa.; Consumptive Use of Up to 4.0000 mgd; Approval Date: May 29, 2018.

10. ARD Operating, LLC, Pad ID: MAC Pad B, ABR-201805002, Cascade Township, Lycoming County, Pa.; Consumptive Use of Up to 4.0000 mgd; Approval Date: May 29, 2018.

11. Cabot Oil & Gas Corporation, Pad ID: ThomasR P1, ABR-201305005.R1, Lenox Township, Susquehanna County, Pa.; Consumptive Use of Up to 5.0000 mgd; Approval Date: May 29, 2018.

12. Cabot Oil & Gas Corporation, Pad ID: DiazM P1, ABR-201805003, Springville Township, Susquehanna County, Pa.; Consumptive Use of Up to 5.0000 mgd; Approval Date: May 29, 2018.

Authority: Pub. L. 91-575, 84 Stat. 1509 *et seq.*, 18 CFR parts 806, 807, and 808.

Dated: July 3, 2018.

Stephanie L. Richardson,
Secretary to the Commission.

[FR Doc. 2018-14671 Filed 7-6-18; 8:45 am]

BILLING CODE 7040-01-P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[Docket No: FAA-2018-0526]

Supplemental Guidance on the Airport Improvement Program (AIP) for Fiscal Years 2018-2020

AGENCY: Federal Aviation Administration (FAA), U.S. Department of Transportation.

ACTION: Notice.

SUMMARY: The FAA is announcing the process for eligible airport sponsors in two categories to notify the FAA of any supplemental discretionary funding requests. The process includes two distinct deadlines with different submission requirements. The FAA may award supplemental discretionary funding regardless of whether the airport sponsor previously identified the project through the Airports Capital Improvement Plan (ACIP) process during the preceding year.

FOR FURTHER INFORMATION CONTACT: Elliott Black, Director, Office of Airport Planning and Programming, APP-1, at (202) 267-8775.

SUPPLEMENTARY INFORMATION: The Consolidated Appropriations Act, 2018 (hereafter referred to as "the Act") appropriated "an additional amount for "Grants-In-Aid for Airports", to enable the Secretary of Transportation to make grants for projects as authorized by subchapter 1 of chapter 471 and subchapter 1 of chapter 475 of title 49, U.S.C., \$1,000,000,000, to remain available through September 30, 2020."¹ The Act also stipulated that:

- The Secretary shall distribute funds provided under this heading as discretionary grants to airports;
- The Secretary shall give priority consideration to projects at (a) nonprimary airports that are classified

as Regional, Local, or Basic airports and not located within a Metropolitan or Micropolitan Statistical Area as defined by the Office of Management and Budget; or (b) primary airports that are classified as Small Hub or Nonhub airports; and

- The Federal share payable of the costs for which a grant is made under this heading to a nonprimary airport shall be 100 percent.

For grants at primary airports, the normal Federal share applies based on the airport category and project type.

The FAA administers the AIP in accordance with FAA Order 5100.38D, Airport Improvement Program Handbook.² The AIP Handbook explains what types of capital projects may be eligible and justified for AIP funding depending on the airport category, project type, and specific category or categories of AIP funding to be requested.

In addition, the FAA normally relies on the ACIP process³ outlined in FAA Order 5100.39A, Airports Capital Improvement Plan to evaluate and prioritize AIP funding requests, particularly those involving discretionary funds. Because of the unique statutory requirements associated with the supplemental discretionary funding made available by the Act, the FAA is hereby establishing a special process for airports to notify the FAA of any associated funding requests.

The process outlined in this notice relates solely to the selection process. All other applicable rules and requirements apply, including, but not limited to, the requirements for project eligibility and justification, procurement processes, and other requirements as set forth in the FAA orders referenced above.

It is also important to note that this process relates solely to the supplemental discretionary funding provided by the Act and does not relieve any airport sponsor of its responsibilities under the existing ACIP process for any other category of AIP funding. If an airport sponsor has properly submitted its AIP funding requests for Fiscal Years (FY) 2018-2020 and does not want to be considered for supplemental funding, then the airport sponsor does not need to take any other steps in response to this notice. Conversely, the process outlined in this notice does not take the

² Available online at: https://www.faa.gov/airports/aip/aip_handbook/.

³ Available online at: https://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.information/documentID/12759.

¹ The Act authorizes the Administrator of the FAA to retain up to 0.5 percent of this amount to fund the award and oversight of these grants.

place of the normal ACIP process for regular AIP funding requests for FY 2019–2021.

The FAA anticipates issuing grants from this supplemental funding during FYs 2018, 2019, and 2020. However, the FAA cannot predict how much of the funding it will obligate in each fiscal year until the FAA receives and evaluates the requests from airport sponsors.

Any airport identified in the National Plan of Integrated Airport Systems (NPIAS) report ⁴ is eligible to request supplemental discretionary funding under the Act. However, as noted above, the Act requires the FAA to give “priority consideration” to airports meeting certain criteria. The FAA has identified the subset of NPIAS airports that meet the criteria in the Act. That list is available online at: https://www.faa.gov/airports/aip/aip_supplemental_appropriation/. The relevant deadlines are:

Deadline #1 (for requests for supplemental funding in FY 2018): By August 8, 2018, any airport meeting the criteria for “priority consideration” is invited to notify the FAA’s appropriate Airports District Office (ADO) (or regional office (RO) if there is no ADO) of the airport’s desire to be considered for FY 2018 supplemental discretionary funding as provided in the Act.

In submitting such notifications to the FAA, the airport sponsor must include the following information via electronic mail (email):

- Name and official three-letter identifier of the airport, its location, and NPIAS number;
- Brief description of the project (no more than 50 words);
- Brief explanation (no more than 500 words) of how the project meets the evaluation criteria set forth later in this notice;
- Target timeframe for grant award and construction start;⁵ and
- Brief description (no more than 250 words) explaining how the airport sponsor is using its available AIP entitlement funds.

The FAA requires an explanation of how the airport sponsor is using its entitlement funds because of a statutory requirement. Title 49 U.S.C. 47120

stipulates that the FAA “. . . shall discourage airport sponsors and airports from using entitlement funds for lower priority projects by giving lower priority to discretionary projects submitted by airport sponsors and airports that have used entitlement funds for projects that have a lower priority than the projects for which discretionary funds are being requested.” Therefore, as with regular AIP discretionary funds, an airport sponsor may request supplemental funding even if they are using their entitlements on a lower-priority project, but the FAA is required to consider that fact as part of the evaluation process.

If an airport sponsor has already carried over their available entitlements in FY 2018, the FAA may still consider a supplemental funding request for FY 2018, as long as the airport sponsor provides an explanation of their previous decision. The FAA will consider the airport sponsor’s explanation including the airport sponsor’s future plans for those funds.

It is not necessary to submit a completed OMB Form SF 424, Application for Federal Assistance, or any other documentation prior to Deadline #1. After evaluating all requests, the FAA may encourage an airport sponsor to prepare a final grant application if the FAA believes the project may compete well. For projects not selected in FY 2018, the FAA will retain those requests for reconsideration during FY 2019 or FY 2020.

For Deadline #1, the FAA will only consider grant applications for projects for which airports have already completed all of the required planning, airspace reviews, environmental and other permitting requirements, and engineering design. In addition, the FAA will only consider grant applications for which construction bids will be received in time for the airport sponsor to be administratively prepared to accept a grant by September 1, 2018, with construction starting within 6 months thereafter or no later than March 1, 2019.⁶

The FAA will consider such requests in conjunction with the FAA’s existing responsibility to fully obligate all other AIP funds by September 30, 2018, generally for projects that airport sponsors had previously requested through the ACIP process.

Deadline #2 (for requests for supplemental funding in FY 2019 or 2020): By October 31, 2018, any eligible NPIAS airport is invited to notify the FAA’s appropriate ADO (or RO if there is no ADO) of the airport sponsor’s

desire to be considered for supplemental discretionary funding in FY 2019 or FY 2020. The FAA will update the list of airports eligible for “priority consideration” after publishing the next update of the NPIAS Report, which the FAA plans to publish in September 2018.

Based on the funding requests received, the FAA will consider such requests with due consideration of the FAA’s existing responsibility to fully obligate all other available AIP funds by September 30 of each fiscal year, generally for projects previously requested through the ACIP process.

In submitting such notifications to the FAA, the airport sponsor must include all of the information identified under Deadline #1, plus the following additional information:

- Brief explanation (no more than 250 words) explaining the status of the proposed project, including whether the project has already been approved on the airport’s current Airport Layout Plan (ALP), the status of related environmental reviews, other required permitting, and the level of engineering design completed; and
- For airports that do not meet the criteria for “priority consideration,” a brief explanation (no more than 500 words) outlining why the airport sponsor believes the FAA should consider the project for this supplemental funding.

Airports must submit the preceding information to the appropriate ADO or RO via electronic mail in order to facilitate timely review and consideration by the FAA. The FAA will consider grant applications for projects where the FAA has a high degree of confidence that the airport sponsor will be administratively prepared to accept a grant by September 1, 2020, or earlier with construction starting within 6 months thereafter⁷ or no later than March 1, 2021.

For Airports in Block Grant States or Channeling Act States

For nonprimary airports located in block grant states, the airport sponsor must also provide a copy of its supplemental discretionary funding request to the designated state aeronautical agency. The FAA will consult with state aeronautical agencies, as appropriate, before making decisions regarding requests from nonprimary airports in each state.

The FAA encourages block-grant states (and states with channeling acts regarding Federal funds) to work with

⁴ Available online at: https://www.faa.gov/airports/planning_capacity/npias/reports/media/NPIAS-Report-2017-2021-Appendix-A.xlsx.

⁵ This typically refers to the date of “Notice to Proceed.” The FAA recognizes that in certain types of climate, actual construction start may be delayed due to meteorological conditions. The FAA also recognizes that some airport sponsors may request supplemental funding for equipment acquisition rather than actual construction. In such cases, the airport sponsor must provide the associated timeline and key milestones.

⁶ Please see footnote 4, which is applicable in this context as well.

⁷ See footnote 4, which is applicable in this context as well.

eligible airport sponsors to coordinate potential funding requests. The FAA will consider recommendations from state aeronautical agencies as part of the overall evaluation process.

Evaluation Criteria

The FAA will consider supplemental discretionary funding requests based on (but not limited to) the following criteria:

- Eligibility and justification of the project pursuant to existing AIP eligibility rules;
 - Ability of the project to enhance the long-term economic sustainability of the airport;⁸
 - The airport sponsor's previous track record in project delivery and grant management (including any issues related to the airport's existing Federal grant obligations);
 - Likelihood of the proposed project to be ready to proceed into construction during the same fiscal year as grant award or within 6 months of grant award;⁹
 - Ability of the project to compete for regular AIP discretionary funding—*i.e.*, FAA may give higher consideration to projects that might not otherwise get funded or that might not otherwise get funded as soon; and
 - For requests from airports that do not meet the statutory criteria for "priority consideration," the strength of the justification for why the FAA should consider the project.
- Please note that under both deadlines:
- The FAA will not make its conclusions public or announce any planned grants from the supplemental funding until after completing the required congressional notification for each proposed grant award.
 - After evaluating all requests, the FAA may encourage an airport sponsor to prepare a final grant application if the FAA believes the project may compete well.
 - Complete and timely grant applications (OMB Form SF 424, including all required information) will still be required as part of the final grant application package in accordance with the applicable statutory and regulatory requirements.

⁸ The FAA encourages airport sponsors to provide some level of detail regarding how the project will address unmet aeronautical demand, increase aeronautical revenues, reduce future capital or operating costs, or otherwise strengthen the airport's financial stability (beyond the operational benefits of the immediate proposed capital development). Airport sponsors should also demonstrate how the proposed project is consistent with the airport's existing master plan.

⁹ See footnote 4, which is applicable in this context as well.

Issued in Washington, DC, on July 3, 2018.

Elliott Black,

Director, Office of Airport Planning and Programming, Federal Aviation Administration.

[FR Doc. 2018–14675 Filed 7–6–18; 8:45 am]

BILLING CODE 4910–13–P

DEPARTMENT OF TRANSPORTATION

Federal Motor Carrier Safety Administration

[Docket No. FMCSA–2018–0180]

Hours of Service of Drivers: Application for Exemption; Extension of Comment Period; Small Business in Transportation Coalition

AGENCY: Federal Motor Carrier Safety Administration (FMCSA), DOT.

ACTION: Notice of extension of comment period.

SUMMARY: On June 5, 2018, FMCSA published a notice of exemption application for the Small Business in Transportation Coalition (SBTC), requesting an exemption from the electronic logging device (ELD) requirements for all motor carriers with fewer than 50 employees. (83 FR 26140.) Due to reported technical difficulty with the on-line filing of comments for several days, the comment period is being extended to July 16, 2018, to ensure that all commenters have an opportunity to submit their on-line comments.

DATES: Comments must be received on or before July 16, 2018.

ADDRESSES: You may submit comments identified by Federal Docket Management System (FDMS) Number FMCSA–2018–0180 by any of the following methods:

- *Federal eRulemaking Portal:* www.regulations.gov. See the *Public Participation and Request for Comments* section below for further information.
- *Mail:* Docket Management Facility, U.S. Department of Transportation, 1200 New Jersey Avenue SE, West Building, Ground Floor, Room W12–140, Washington, DC 20590–0001.
- *Hand Delivery or Courier:* West Building, Ground Floor, Room W12–140, 1200 New Jersey Avenue SE, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.
- *Fax:* 1–202–493–2251

• Each submission must include the Agency name and the docket number for this notice. Note that DOT posts all comments received without change to www.regulations.gov, including any personal information included in a

comment. Please see the *Privacy Act* heading below.

Docket: For access to the docket to read background documents or comments, go to www.regulations.gov at any time or visit Room W12–140 on the ground level of the West Building, 1200 New Jersey Avenue SE, Washington, DC, between 9 a.m. and 5 p.m., ET, Monday through Friday, except Federal holidays. The on-line FDMS is available 24 hours each day, 365 days each year.

Privacy Act: In accordance with 5 U.S.C. 553(c), DOT solicits comments from the public to better inform its rulemaking process. DOT posts these comments, without edit, including any personal information the commenter provides, to www.regulations.gov, as described in the system of records notice (DOT/ALL–14 FDMS), which can be reviewed at www.dot.gov/privacy.

FOR FURTHER INFORMATION CONTACT: For information concerning this notice, contact Mr. Tom Yager, Chief, FMCSA Driver and Carrier Operations Division; Office of Carrier, Driver and Vehicle Safety Standards; Telephone: 614–942–6477. Email: MCPSD@dot.gov. If you have questions on viewing or submitting material to the docket, contact Docket Services, telephone (202) 366–9826.

SUPPLEMENTARY INFORMATION:

I. Public Participation and Request for Comments

FMCSA encourages you to participate by submitting comments and related materials.

Submitting Comments

If you submit a comment, please include the docket number for this notice (FMCSA–2018–0180), indicate the specific section of this document to which the comment applies, and provide a reason for suggestions or recommendations. You may submit your comments and material online or by fax, mail, or hand delivery, but please use only one of these means. FMCSA recommends that you include your name and a mailing address, an email address, or a phone number in the body of your document so the Agency can contact you if it has questions regarding your submission.

To submit your comments online, go to www.regulations.gov and put the docket number, "FMCSA–2018–0180" in the "Keyword" box, and click "Search." When the new screen appears, click on "Comment Now!" button and type your comment into the text box in the following screen. Choose whether you are submitting your comment as an individual or on behalf of a third party and then submit. If you